



OFFICE OF THE ASSOCIATE VICE PRESIDENT  
HUMAN RESOURCES AND BENEFITS

OFFICE OF THE PRESIDENT  
300 Lakeside Drive  
Oakland, CA 94612-3550

January 12, 2009  
Sent via Electronic Mail and US Mail

Mr. Mike Miller  
UAW Regional Headquarters  
6500 So. Rosemead Blvd.  
Pico Rivera, CA 90660

### **Postdoctoral Scholars Unit- University Initial Proposals**

Dear Mike,

As the University and the UAW agreed, the University is hereby providing the UAW with its proposals in fulfillment of our agreement to exchange initial proposals today, January 12<sup>th</sup>. As we have further agreed, the University will take the necessary actions to fulfill HEERA's public notice requirements upon receipt of the UAW's submission of its initial proposals. As Renee Wong of this office has informed you, the University has established January 20, and February 3, 2009 as the dates for the public notice meetings to occur.

The University and the UAW will begin collective bargaining at the UAW offices on February 5, 2009. We have not decided the final location for these meetings as of this writing.

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Following are the University's initial proposals:

#### **Recognition:**

The University will propose an article that acknowledges the UAW as the exclusive representation of certified Postdoctoral Scholar Title Codes.

#### **Appointment Notification:**

The University will propose to codify notification provisions embodied in APM 390; written notice including mentor's name, begin and end dates of appointment, salary/stipend amount, and work eligibility requirements for U.S. citizens and non-citizens.

#### **Appointment Security:**

The University will propose to codify terms of service provisions embodied in APM 390 including: temporary appointments with fixed end dates, appointment typically for one year with possibility up to three years, maximum of 5 years including service at non-UC institutions; the University has the sole discretion not to reappoint.

#### **Defined Contribution Plan:**

The University will propose to codify eligibility in accord with current UC plan requirements.

Discipline and Dismissal:

The University will propose to codify the University's ability to institute corrective action and dismissal embodied in APM 390; written warning, suspension, reduction in salary or stipend, dismissal for just cause. The article will also provide for investigatory leave, as well as language outlining notice/opportunity to respond provisions that are similar to those in other UC labor agreements.

Layoff:

The University will propose to codify a layoff provision embodied in APM 390; define layoff as the termination of a postdoctoral scholar appointment prior to the end date as a result of lack of funding and lack of work. Provide for notice and pay in lieu of notice.

Employment Files and Evaluation:

The University will propose to codify constitution of employment file and relevant evaluation standards and procedures as embodied in APM 390 and campus implementing guidelines. This article will also propose annual reviews and written evaluation.

Grievance:

The University will propose a grievance process consistent with that found in APM 390; a three-step process resulting in an internal, administrative determination. The University's proposal will allow for appropriate representation of parties involved. The University will not propose arbitration provisions.

Health and Safety:

The University will propose language that commits to maintain safe working conditions.

Health Benefits:

The University will propose to codify the eligibility of Postdoctoral Scholars to participate in the University Postdoctoral Scholars Health Plan.

Holidays:

The University will propose to codify holidays as those published in the University calendar.

Labor-Management Meetings:

The University will propose to codify ability of parties to request such meetings.

Leaves:

The University will propose to codify leave provisions as embodied in APM 390; sick leave of 12 days per year, paid time off of approximately 4 weeks per year, childbearing, parental and family and medical leave, and active service modified duties. This article will also include military leave, jury leave and bereavement leave

Management Rights:

The University will propose to codify enumeration of relevant University management rights.

No Strikes:

The University will propose an article that outlines the union's commitment that it will not engage in strikes, including sympathy strikes, during the life of the agreement. The article will also outline the union's obligations in the event of an employee strike in conflict with the provisions of the article.

Non-Discrimination:

The University will propose to codify the commitment to nondiscrimination within limits imposed by law or University regulations.

Parking:

The University will propose to codify parking privileges in accord with campus policies, plans and rates.

Severability:

The University will propose the standard language stating that if any contract provision is found to be contrary to law, only that provision will have no force and effect. .

Union Access and Rights:

The University will propose to codify provisions to provide for appropriate employee organization access and rights which do not disrupt University operations. Also, provisions will be in accord with campus policies.

Union Security:

The University will propose to provide the UAW with the ability to collect relevant dues and fees without impeding University business practices.

Wages:

The University will propose to codify provisions that recognize various funding agency/grant ability to provide for relevant wage increases. Relevant increases to include general salary adjustments and merit increases.

Waiver:

The University will propose a provision that acknowledges that both parties had the right and opportunity to make demands and proposals during the negotiations and that the resulting contract constitutes the entire contract arrived at by the parties.

Duration:

The University will propose a multi-year agreement.

The above constitute the University's initial proposals. The University retains the right and ability to modify, add to or withdraw any of the above proposals in the normal course of collective bargaining negotiations, including in response to proposals made - or issues raised - by the UAW.

Regards,



Gayle Saxton  
Senior University Negotiator

cc: Interim Executive Director Nielsen  
Chief University Negotiator Pripas  
Academic Employee Relations Manager Okada  
University Bargaining Team, PX Unit  
Labor Relations Managers