

# UNIVERSITY OF CALIFORNIA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED - RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

OFFICE OF THE VICE PRESIDENT  
HUMAN RESOURCES

OFFICE OF THE PRESIDENT  
300 Lakeside Drive, 12<sup>th</sup> Floor  
Oakland, CA 94612-3550

April 2, 2012

Via E-mail and U.S. Mail

Mike Rotkin  
Chief Negotiator

Maria Elena Cortez  
UC-AFT Executive Director  
246 N. Hillcrest Boulevard  
Inglewood, CA 90301

RE: UC 2012 Successor Proposals

Dear Maria Elena and Mike:

I am pleased to provide you with the University's 2012 initial Successor Proposals. Per agreement by the parties, the University's initial proposals (identified in the attached chart) are presented in a conceptual format rather than express contract language. Presenting them in this conceptual format reflects our expectation that the University and the UC-AFT will engage with one another collaboratively and respectfully and ultimately succeed in producing a successor contract that addresses our mutual concerns and interests.

Best regards,

A handwritten signature in black ink, appearing to read "Peter M. Chester".

Peter M. Chester

Associate Director-Labor Relations

cc: Vice President Duckett  
Executive Director Tanaka  
Manager Henderson  
Labor Relations Managers

**UNIT 17 (PROFESSIONAL LIBRARIAN) PROPOSED CONTRACT MODIFICATIONS**

<b>Article Number/Name</b>	<b>ISSUE IDENTIFIED/ UNIVERSITY INTEREST</b>	<b>RATIONALE</b>
<p>Article 1 Recognition</p>	<ol style="list-style-type: none"> <li>1) Explore language facilitating University's ability to move managerial and supervisory employees out of the librarian bargaining unit;</li> <li>2) Explore an alternative resolution process for determining the appropriate classification of managers and supervisors as an alternative to a potential lengthy PERB process.</li> <li>3) Consider a mutually acceptable definition of supervisory and managerial employees which would facilitate resolution of potential issues relating to movement of managers and/or supervisors out of the librarian bargaining unit.</li> </ol>	<ol style="list-style-type: none"> <li>1) The classification of work being performed in the University libraries directly impacts library operations, the appropriate assignment of work, compensation, recruitment and retention.</li> <li>2) An alternative process to a lengthy and costly PERB hearing would be in both parties' mutual interest.</li> <li>3) Same as 1 and 2.</li> </ol>
<p>Article 3 Professional Development</p>	<p>The University's negotiated overall financial commitments under the MOU must reflect its annual obligation to fund librarians' professional activities and development.</p>	<p>Any commitments the University makes to provide professional development activities impacts its ability to provide funding of other economic terms and conditions of employment such as librarian salary and benefits.</p>

Article Number/Name	ISSUE IDENTIFIED/ UNIVERSITY INTEREST	RATIONALE
<p>Article 4 (Process for Merit Increase, Promotion and Career Status);</p> <p>Article 5 (Criteria for Appointment, Merit Increase, Promotion and Career Status Actions)</p> <p>Article 6 (Definition, Criteria and Terms of Service for Appointment and Promotion)</p>	<p>1) Explore revisions to existing language that enhances the timely, fair and comprehensive review of candidates for merit, promotion and career status actions.            For example: explore clarification as to what is the first required action in the review process for purposes of triggering the time period within which the review must be accomplished.</p> <p>2) Eliminates redundant and confusing language.</p> <p>3) Explore expansion of the list of University actions/decisions which are contractually placed beyond purview of arbitration because they involve the exercise of academic judgment.</p>	<p>1) An expeditious and fair academic review promotes improved employee performance, appropriate compensation and greater employee engagement with the library and professional librarian activities.</p> <p>2) Enhancing clarity will contribute to a better understanding of what the University's and the librarian's mutual rights and responsibilities are with respect to the academic review process.</p> <p>3) Allows the University necessary freedom to make independent critical decisions with respect to its academic mission. Reduces the likelihood that a third-party that is not part of the academic enterprise could make decisions which adversely impact the University's mission.</p>

Article Number/Name	ISSUE IDENTIFIED/ UNIVERSITY INTEREST	RATIONALE
<p>Article 9  Layoff</p>	<ol style="list-style-type: none"> <li>1) Consider expanding the University's ability to communicate with the AFT and individual librarians to explore alternatives to layoff (e.g. department-wide reductions in time or out of seniority layoffs).</li> <li>2) Evaluate potential changes to order of and criteria for layoff with respect to temporary and permanent layoffs including reductions in time.</li> <li>3) Clarify language with respect to the rehire and recall provisions.</li> <li>4) Clarify limitations on arbitrator's authority regarding librarian's academic qualifications, skills, knowledge and ability.</li> </ol>	<ol style="list-style-type: none"> <li>1) Promotes job security for librarians interested in continued employment and administrative efficiencies when implementing reduction in force.</li> <li>2) Enhances UC's ability to retain those librarians best able to achieve the University's education and research mission and limits adverse impact on individual librarians by spreading reductions in pay across the bargaining unit.</li> <li>3) Clear language fosters better understanding of mutual rights and responsibilities.</li> <li>4) Allows the University necessary freedom to make independent critical decisions with respect to its academic mission. Reduces the likelihood that a third-party that is not part of the academic enterprise could make decisions which adversely impact the University's mission.</li> </ol>
<p>Article 11 UC-AFT Rights</p>	<p>Consider elimination of obligation to print UC contract.</p>	<p>Bargaining unit members and others who need to access contract have ability to do via the University website. Also avoids a significant expense and reflects sensitivity to the environment.</p>

Article Number/Name	ISSUE IDENTIFIED/ UNIVERSITY INTEREST	RATIONALE
Article 14 Salary	<p>Proposed terms and conditions pertaining to Compensation shall reflect:</p> <ol style="list-style-type: none"> <li>1) the University's budgetary circumstances and the anticipated State General Fund Allocation for the duration of the MOU and</li> <li>2) the University's need to recruit, retain and motivate qualified professional librarian staff.</li> </ol>	<ol style="list-style-type: none"> <li>1) Librarian salaries are funded primarily through 19900/General funds provided by State of California or from tuition/fees.</li> <li>2) Flexibility with respect to the librarian salary structure enhances the University's ability to meet the demands of its professional workforce and the market as balanced against the University's own budgetary circumstances.</li> </ol>
Article 15 University Benefits	<p>Maintain current waivers with respect to University's health and welfare and retirement benefits.</p>	<p>Current contract enables librarians to receive the same excellent Health and Retirement Benefits and under the same terms as afforded other academic employees.</p> <p>Proposed changes to Post-Employment Benefits are necessary to maintain the long-term viability of the UC Retirement Plan which is likely a significant mutual concern.</p>
Article 16 Fee Waiver	<p>Add language making clear that the fee waiver provision only applies to those programs that are not self-supporting.</p> <p>Consider nomenclature change from fees to tuition.</p>	<p>Self-supporting programs cannot waive tuition because, unlike programs that are eligible for general fund allocations, tuition is their only source of revenue.</p> <p>Bring contract language into conformance with the systemwide decision to change term "fee" to "tuition"</p>
Article 17 Per Diem	<p>Refer to applicable policies in the Business and Finance Bulletin.</p>	<p>Reduce unnecessary contractual provisions and potential inequities where terms and conditions may be inconsistent with travel and reimbursement rules covering other similarly situated University employees.</p>

Article Number/Name	ISSUE IDENTIFIED/ UNIVERSITY INTEREST	RATIONALE
Article 22  Vacation	<ol style="list-style-type: none"> <li>1) Consider using factor leave accrual in place of table leave accrual.</li> <li>2) Consider adding language clarifying that University determines whether programmatic needs are such that librarian may not schedule vacation.</li> </ol>	<ol style="list-style-type: none"> <li>1) Factor leave accrual bears greater relationship to hours on pay status in a month. No difference in total annual vacation accrual.</li> <li>2) Scheduling work and time off work is a managerial decision reflecting, among other things, employee availability; employee capabilities, operational demands and budgetary circumstances.</li> </ol>
Article 24 Indemnity	Consider eliminating article since, as University employees, bargaining unit members are covered by statute providing indemnity (Gov. Code 995 et. seq.)	Eliminate redundancy between contract and statute.
Article 26  Grievance	<ol style="list-style-type: none"> <li>1) Consider shortening timelines for filing grievance from 45 days to 30 days.</li> <li>2) Explore change in grievance process so that step 3 grievance appeals are considered by UC Office of the President.</li> <li>3) Modify language to allow for electronic processing of appeal to step 3 at UCOP and arbitration.</li> </ol>	<ol style="list-style-type: none"> <li>1) Enhances speedier resolution of grievances and that workplace problems will be brought to management's attention.</li> <li>2) Enhances likelihood that grievances will be resolved prior to arbitration.</li> <li>3) Expedites grievance processing.</li> </ol>
Article 27 Arbitration	Consider expansion of the list of University actions/decisions which are outside scope of arbitration because they involve the exercise of academic judgment.	Current contract already recognizes that University's exercise of academic judgment with respect to matters such as academic review; termination; assessment of performance are beyond scope of arbitration since they are core managerial functions and require highly specialized knowledge and experience.

<b>Article Number/Name</b>	<b>ISSUE IDENTIFIED/ UNIVERSITY INTEREST</b>	<b>RATIONALE</b>
Article 28 Alternative Dispute Resolution Process	Consider the relationship between the ADR process in Article 28 and the contractual grievance/arbitration process. . Ensure that University decisions pertaining to the academic review which involve academic judgment are not subject to review by an arbitrator.	. Eliminating potential ambiguities and clearly delineating what matters can be addressed through the ADR, if any, will expedite processing complaints involving academic review; merit; promotion and termination. There may be additional decisions that are made during the academic review process that should not be subject to review by an arbitrator. .
Article 35 Duration of Agreement	A multi-year locked up agreement.	Promotes harmonious labor relations by avoiding the potential conflict that may result from negotiations.
Appendices	Update; eliminate time specific provisions; and incorporate into body of contract applicable language where appropriate	