

November 10, 2022

Letitia Silas
Executive Director, Labor Relations
UC Office of the President

Dear Letitia,

With the announcement of the UAW strike beginning on Monday, November 14, we feel it is important for UC-AFT to communicate directly our position on the imposition of any additional work on our members during the period leading up to and during the strike. Communications from management have indicated that faculty are expected to maintain continuity in instruction throughout the strike even in the absence of support from UAW workers assigned to our courses.

UC-AFT objects to the transfer of any work from UAW members to UC-AFT members. In addition, UC-AFT will defend our members' right to academic freedom and we will resist any encouragement by the administration to relax standards or modify pedagogy in order to accommodate the University's failure to reach an agreement with UAW.

For Unit 18, UC-AFT takes the position that any additional work expected of our members leading up to and during the strike must be communicated directly to our members with specific reference to work expected to be performed. These communications should state clearly that the additional work is assigned to the individual Unit 18 faculty member. In the absence of specific instructions to complete additional duties not previously assigned or expected of the unit 18 instructor, our members are not obligated to perform additional work.

In the case that a Unit 18 faculty member is assigned specific additional tasks that materially increase the workload associated with an instructional offering, the University must, per Article 24, Section L.2.d.1, direct a modification to assignments that sufficiently mitigates the increase in workload.

Representing the teaching faculty and librarians of the University of California

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If the University fails to offset new workload assignments and expectations, UC-AFT will file and pursue grievances in every instance we become aware of.

For Unit 17, any additional duties assigned in the period leading up to and during the strike are subject to Article 7, Section B.3 of the Unit 17 MOU. In the case that a Unit 17 librarian is asked to assume duties normally assigned to a UAW member who is on strike, we will advise our member to utilize their rights in Article 7, Section B.4 to challenge this work. If additional work is assigned to an individual Unit 17 member, our expectation is that the individual's statement of responsibility will be updated immediately. Article 7 is subject to the full grievance and arbitration provisions of the Unit 17 MOU.

In addition, as exempt, academic employees, our members in both units have wide latitude over their unassigned time and are only constrained by certain scheduled duties such as class time, office hours, and reference desk assignments. Any attempt by the administration to impinge on scheduling discretion in the period leading up to and during the strike will be challenged by UC-AFT to the fullest extent possible.

While recognizing the limitations and obligations imposed by the no strikes clauses in our contracts, UC-AFT stands in solidarity with SRU-UAW, UAW 2865 and 5810. We will use every available clause in our contracts to ensure that our members are not utilized as replacement workers for our striking UAW colleagues.

Sincerely,

Katie Rodger UC-AFT President

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CC:

Nadine Fishel
Paul Garza
Kevin Young
John Branstetter
Kendra K. Levine