

# UNIVERSITY OF CALIFORNIA

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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

January 28, 2011

Via E-mail and U.S. Mail

Alan Karras  
Chief Negotiator/UC-AFT  
c/o International and Area Studies  
101 Stephens Hall  
Berkeley, CA 94720

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

RE: UC 2011 Successor Proposals

Dear Maria Elena and Alan:

I am pleased to provide you with the University's 2011 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 other 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  
Interim Executive Director Price  
Director Saxton  
Manager Okada  
Labor Relations Managers

**UNIT 18 (NON-SENATE FACULTY) PROPOSED CONTRACT MODIFICATIONS**

<b>Article Number/Name</b>	<b>ISSUE IDENTIFIED/ UNIVERSITY INTEREST</b>	<b>RATIONALE</b>
Article 3 Academic Responsibility	Add, as an additional responsibility required of NSF, the ability to work collaboratively with colleagues which includes demonstrating due respect for the opinions and contributions of others.	Collaboration is essential to satisfactory performance of NSF duties
Article 7a NSF Appointments	<ol style="list-style-type: none"> <li>1) <u>Sec. C 4) a.1</u> consider clarification that there is no obligation to assess NSF when there has been decision not to consider NSF for reappointment</li> <li>2) <u>Clarify obligation under C 4)a.1.4</u> which refers to “due consideration of academic review file”— language should reflect that there is frequently no academic review file for pre-six NSF</li> </ol>	<p>No need to assess where UC has already decided not to reappoint an NSF</p> <p>For pre-six NSF there is rarely an academic review file; more likely just a personnel file</p>
Article 7b Process for Continuing Appointments	<ol style="list-style-type: none"> <li>1) <u>Sec. B and C Conduct of Excellence Review</u> For NSF who only teach intermittently, allow flexibility so that Instructional Need and Excellence Review may be conducted during the year prior to commencement of 7<sup>th</sup> year of appointment rather than prior to the end of the sixth year.</li> <li>2) <u>Sec. E 8</u> change “personnel file” to “academic review file”</li> <li>3) Remedy for Contract Violation</li> </ol>	<p>1) Level of need may change between the 6<sup>th</sup> year (year of 12<sup>th</sup> semester or 18<sup>th</sup> quarter) and the 7<sup>th</sup> year of appointment – change would reduce the situations in which Instructional Need is established and Excellence Review is conducted, only to have the Need be drastically reduced or eliminated prior to first year of Continuing Appointment</p> <p>The relevant file for the Excellence Review is the “academic review file”</p> <p>It is inefficient to redo entire personnel review if violation occurred at advanced stage of review process</p>

Article Number/Name	ISSUE IDENTIFIED/ UNIVERSITY INTEREST	RATIONALE
Article 7, Continued.	3) Where arbitrator finds procedural violation in excellence review, the arbitrator's authority is limited to ordering University to redo the review. Consider contract language stating that where a redo is ordered, it shall commence from the point where the violation occurred unless to do so would result in prejudice to the NSF.	
Article 7c Continuing Appointments	Consider language addressing circumstance where instructional need goes away prior to commencement of appointment as a Continuing Appointment. Current language in 7C does not address this.	Current language in Article 7C only addresses partial reduction in Instructional Need and is silent regarding circumstance in Instructional Need goes away following the completion of the Excellence Review but prior to the commencement of the Continuing Appointment.
Article 10 Personnel Files	Consider Global Change of "Personnel Review File" to "Academic Review File"	Both terms are used throughout contract but personnel actions such as merit or promotion are based on "academic review file"
Article 11 Benefits (Health and Retirement)	Maintain current contract language insofar as it provides for waivers both with respect to Health and Retirement Benefits.	Current contract enables NSF to receive the same excellent Health and Retirement Benefits and under the same terms as afforded other academic employees.
Article 17 Layoff	Clarify that reasons for layoff are lack of work and/or lack of funds."  C.1 Alternatives to Layoff –consider expanding the University's ability to communicate with AFT and individual NSF to explore alternatives to layoff (e.g. departmentwide reductions in time or out of seniority).	Current language on topic of alternatives to layoff is in section of article that only applies to pre-six and is vague.

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<p>Layoff continued</p>	<p><u>C. 2 Notice</u></p> <p>Clarify notice period when equivalences, clinical offerings are reduced as opposed to an actual course.</p> <p>Consider expansion of concept of emergency layoff to include financial emergencies which would allow for shorter notice period particularly with respect to Continuing Appointees who are currently entitled to 12 months notice of layoff.</p> <p><u>Sec. F4a.1 Termination of Right to Reemployment:</u> Clarify that initial University communication to NSF is in order to determine her/his "general interest in returning to UC employment rather than for a specific instructional assignment</p> <p><u>Sec. A. 4</u> Develop language that will resolve inequitable treatment of NSF paid 9/9 as opposed to 9/12 regarding seniority for purposes of order of layoff.</p>	<p>Applicable language applies to reduction in courses while, practically speaking, reduction might be to equivalencies.</p> <p>Budgeting process is often not complete until late Spring; consequently there is often insufficient information available to determine whether instructional need exists to support NSF appointments for following academic year. In these instances, one year notice of layoff for Continuing Appointees requires blanket layoff notices to NSF.</p> <p>Current contract language is ambiguous in regard to the scope of initial communication on possible rehire.</p> <p>Currently, academic year NSF paid 9/12 have greater seniority than a 9/9 NSF with exact same teaching history at UC since seniority calculated on months on pay status rather than months actually worked</p>
<p>Article 21 Salary</p>	<p>Terms and Conditions pertaining to Compensation shall reflect the budgetary circumstances and the anticipated State General Fund Allocation for the duration of the MOU.</p> <p>Eliminate Sections A, C and D since they specifically applied to previous fiscal years</p>	<p>NSF salaries are funded primarily through 19900/General funds provided by State of California or from tuition/fees.</p>

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Article 24  Instructional Workload	1) Clarify that under current contract language, changes to workload associated with a course or individual (assignment of duties, changing class size etc.) do not give rise to notice and a meet and discuss.	In recent arbitration award, arbitrator found that UC should have noticed UC-AFT and met and discussed prior to increasing class size in Writing Program Courses. This is contrary to current contract language. Notice obligation is only triggered when UC changes established workload equivalency for an offering or the maximum IWC for dept or campus.
	2) Incorporate relevant elements of Appendix H regarding Workload Equivalencies into Article That Appendix provides a list of NSF duties the assignment of which would result in an equivalency (e.g. supervising independent study, course development etc.)	Avoids having to reference sideletter
Article 25  Union Rights	<u>Section C.</u> Consider elimination of obligation to print contract	NSF are generally able to access MOU on their own computers. Also avoids a significant expense and reflects sensitivity to the environment.
Article 30  Discipline and Dismissal	<u>Sec. B (subsections c-e).</u>  Consider elimination of certain criteria to be utilized in termination review since they are more relevant to evaluation of excellence and not relevant in disciplinary context –For example, the relevance in the disciplinary context of “achievements of students in the [NSF’s] field” or “the ability to arouse curiosity in beginning students” is certainly debatable.	Certain criteria that are relevant to the excellence review for Continuing Appointment are not relevant in disciplinary context.

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	<p>Clarify that the remediation plan and NSF's failure to meet standards set forth in same are relevant and shall be considered in the review for potential dismissal when dismissal based on academic performance.</p> <p><u>Article 30 G.2</u></p> <p>Address scope of arbitrator's remedial authority where arbitrator determines that there has been procedural violation in academic performance review.</p>	<p>Termination for academic performance is necessitated because NSF failed to satisfy requirements of remediation plan laid out by Chair</p> <p>Address UC interest in ability to conduct subsequent review in an efficient manner while respecting AFT and employee's interest in fairness and thorough review.</p>
Article 30 continued	Consider elimination of requirement that written censure must be preceded by a notice of intent	Notice of censure does not entail deprivation of property right and is analogous to a slightly more serious warning light
Article 32 Grievance	<p><u>Section C.</u> Reduce time within which to file grievance from 45 days to 30 days</p> <p><u>C 1.c.</u> Clarify what happens to grievances where there is procedural or substantive defect that becomes manifest at any step of process. Process grievance for purpose of determining arbitrability.</p> <p><u>Sec. F</u> Consider eliminating AFT's unconditional right to appeal directly from step 2 to arbitration, bypassing a Step 3 review by UCOP</p>	<p>UC has interest in resolving disputes and possible contract violations as soon as possible</p> <p>Current language in C1c only addresses defects in the Step 1 grievance. Creates ambiguity with respect to those cases in which there is procedural defect particularly following appeal to step 2.</p> <p>OP involvement at Step 3 helpful in resolving grievances and ensures uniformity of application</p>
Article 33 Arbitration	Consider adding language addressing separate conduct of hearings on substantive or procedural arbitrability	Currently no language expressly addressing this. Resolving matters of arbitrability separately where a grievance has fatal procedural or substantive defect results in significant efficiency.
Article 40 Duration	Revise language requiring comprehensive contract language when initial successor proposals are exchanged. Amend so that parties are exchanging conceptual proposals	Exchanging interests and potential options creates better understanding of each party's concerns. Comprehensive contract language at time of initial exchange promotes positional bargaining

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Article 41 Parking	<p><u>Sec. A. 1</u> Consider modifying waiver regarding parking changes that ties NSF to non-represented academic employees as opposed to current language which does not have specific reference.</p> <p><u>Section B.</u> Eliminate entire section because it only refers to 2005-6 academic year</p>	Current language could lead to confusion since it does not specifically exclude represented employees. Possible that other represented units might have different terms and conditions regarding parking.
Appendices	Update; eliminate time specific provisions; and incorporate into body of contract applicable language where appropriate	