ATTACHMENT A
ATTACHMENT “A” TO UNFAIR PRACTICE CHARGE

1. The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and its Local 2865 (“UAW” or “the Union”) is the exclusive representative of over 19,000 Academic Student Employees (“ASEs”) employed by the University of California (“UC” or “the University”) (collectively, “the Parties”).

2. The Parties are bound to a collective bargaining agreement that contains the terms and working conditions for the employees represented by the Union (“CBA”).

3. Within the last six months, UC has violated the Higher Education Employer-Employee Relations Act (“HEERA”), Section 3571 (a), (b), (c), and (f) by interfering with the rights of the employees, interfering with the Union’s rights, refusing and failing to bargain in good faith with the Union over matters within the scope of representation, by announcing unilateral changes to the wages, terms, and conditions of employment for ASEs in the bargaining unit, and by bypassing the Union and dealing directly with ASEs and/or other groups regarding the terms and conditions of their employment.

4. On or about December 20, 2019, UC’s Director of Employee and Labor Relations, Jennifer Schiffner, wrote a letter to the Union indicating the University’s position that cost of living issues are “a term and condition of employment which must be negotiated, and this can only be done by and through systemwide negotiations.” The University also recognized that negotiation with any party other than the Union over cost of living issues “would constitute unlawful direct dealing.” A copy of this letter is attached hereto as EXHIBIT A.

5. On or about December 22, 2019, the Union wrote to the UC President Janet Napolitano, reminding the University that it must be included in any negotiations over cost of living issues, including efforts to ameliorate the cost of housing born by ASEs. The Union reiterated its offer to negotiate with the University over those issues. A copy of this letter is attached hereto as EXHIBIT B.

6. On or about January 15, 2020, the Union renewed its formal request to the UC to bargain for a cost of living increase to support rent-burdened ASEs, many of whom spend upwards of 60% of their income on rent. A copy of the Union’s request to bargain is attached hereto as EXHIBIT C.

7. On or about January 18, 2020, UC responded to by email, stating that although it was willing to meet with the Union, it was explicitly not willing to engage in bargaining. A copy of this email is attached hereto as EXHIBIT D.

8. On or about January 21, 2020, the Union responded to the University’s January 18, email and agreed to arrange a meeting with the University. By agreeing to meet with the University, the Union did not waive its request to bargain with UC. A copy of this email is attached hereto as EXHIBIT E.

9. On or about January 27, 2020, the Chancellor of the University of California Santa Cruz (“UCSC”), Cynthia Larive, sent an open letter to the “UCSC Community,” including ASEs employed in the
bargaining unit, in which UCSC announced two new programs for ASEs (“Open Letter”). A copy of the Open Letter is attached hereto as EXHIBIT F.

10. These new programs announced in the Open Letter include changes to the terms and conditions of employment of ASEs within the scope of the Union’s representation and UC’s duty to bargain with the Union, including changes to the financial compensation of ASEs in the form of housing expenses. Specifically, UCSC stated that it would provide a needs-based $2,500 housing supplement to ASEs. These changes relate directly to the mandatory subjects of bargaining over which the Union had requested bargaining on January 15, 2020.

11. On or before January 27, 2020, UCSC reached a firm decision to implement the changes that were announced in the Open Letter that was published on that date.

12. UC failed to give the Union reasonable advance notice or an opportunity to bargain over these changes to mandatory subjects of bargaining before reaching and announcing its firm decision to implement them in the Open Letter.

13. On or about February 5, 2020, the Union met with the University to discuss cost of living issues, and the Union presented proposals to address the cost of living crisis faced by ASEs. A copy of the Union’s follow up email to the University with its presentation and proposals is attached hereto as EXHIBIT G.

14. On or about February 6, 2020, the University emailed the Union and reiterated its position that, although it was willing to meet with the Union, it was unwilling to bargain with the Union. A copy of the University’s email to the Union is attached hereto as EXHIBIT H.

15. On or about February 10, 2020, certain ASEs at UCSC began an unauthorized “wildcat” strike to demand a cost of living increase to ease their rent burden. This strike was not encouraged, planned, authorized, or ratified by the Union, and was not and is not within the Union’s control. Some of these ASEs had previously refused to submit grades, which action was similarly neither encouraged, planned, authorized, nor ratified, nor within the control of the Union. Indeed, on or about October 26, 2019, the Union members had voted against striking or supporting a strike.

16. On or about February 11, 2020, the Union emailed UCSC and requested to meet with UCSC. This email included a link to a copy of the Union’s January 15, 2020 request for bargaining. A copy of this email is attached hereto as EXHIBIT I.

17. On or about February 12, 2020, UC sent a letter to the Union “unequivocally” refusing to bargain with the Union. A copy of this letter is attached hereto as EXHIBIT J.

18. On or about February 14, 2020, UC President Janet Napolitano released a statement, in which she publicly announced that the University would not negotiate with the Union, and restated Chancellor Larive’s plan to implement certain unilateral changes including a $2,500 housing stipend for ASEs. A copy of Napolitano’s Statement is attached hereto as EXHIBIT K.

19. During the week of February 18, 2020, UCSC’s Interim Campus Provost and Executive Vice Chancellor Lori Kletzer and acting Vice Provost and dean of Graduate Studies Quentin Williams met
with ASEs, department chairs, and faculty to discuss the changes that UCSC had announced in the Open Letter, including concerns about implementation of the $2,500 housing supplement. As a result of these meetings, UCSC decided to remove the needs-based condition on the housing supplement.

20. The Union was not afforded the opportunity to participate in these meetings.

21. On or about February 21, 2020, UC President Janet Napolitano issued a statement, in which she announced that she had invited the UC Graduate and Professional Council (“UCGPC”) to meet with her to discuss “issues of importance and impact” to ASEs, “including cost of living, housing” and other topics. She indicated her intention that the meeting be followed by “a concerted plan of action.”

22. The UCGPC is not the bargaining representative for ASEs, and does not have any authority to bargain with the University over the terms and conditions of their employment.

23. The Union has not been invited to this meeting between the University and the UCGPC, notwithstanding that it is the exclusive representative of ASEs for matters within the scope of bargaining, and the meeting is explicitly intended to address such matters.

24. On or about February 21, 2020, approximately 200 ASEs at UCLA engaged in a public rally around cost of living issues. This rally was not a strike or work stoppage, and was protected activity.

25. On or about February 24, 2020, Kletzer emailed faculty and graduate students at UCSC and announced that the meetings with ASEs at UCSC had happened, and what UCSC had decided to do as result of the discussions that took place during those meetings. A copy of Kletzer’s email is attached hereto as EXHIBIT L.

26. On or about February 25, 2020, UC Berkeley sent an email to its campus, publicly outlining its approach to addressing cost of living and housing issues. A copy of this email is attached hereto as EXHIBIT M.

27. On or about February 25, 2020, UC filed an unfair practice charge against the Union, alleging that the Union and its members have been and are engaged in unlawful, unprotected activity. Attached to the University’s unfair practice charge as Exhibit Z was a photograph of ASEs engaged in protected activity at UCLA (as described above in paragraph 24 of this charge). This photograph of bargaining unit members engaged in protected activity constitutes unlawful interference with the rights of employees, because it is surveillance of employees engaged in protected activities, gives the appearance that the University is surveilling protected activities, and is intended to coerce the Union and its members to refrain from engaging in protected activities.

28. The Union has repeatedly requested to bargain with the University over the mandatory subjects of bargaining that are implicated by the Open Letter, the meetings between Kletzer and members of the bargaining unit, and Napolitano’s public statement of February 21, including compensation for housing expenses for ASEs.

29. To date, the University has not bargained in good faith with the Union over these subjects, and has refused to bargain with the Union.
30. Instead of bargaining in good faith with the Union prior to reaching the decision to implement the changes, the University announced these unilateral changes directly to ASEs by means of the Open Letter. The University subsequently bargained directly with bargaining unit members over how the unilateral changes would be modified and/or implemented.

31. Instead of bargaining in good faith with the Union over the mandatory subjects of bargaining at issue, the University publicly sought to bypass the Union and deal instead with the UCGPC.

32. By the above conduct, the University has violated Section 3571 of the HEERA, and breached its duty to bargain in good faith with the Union over the wages, terms, and conditions of employment of ASEs in the bargaining unit.

33. By the above conduct, the University has also violated Section 3571 of the HEERA by undermining the Union as the exclusive representative of bargaining unit employees, by interfering with the Union’s right to represent those employees, and by interfering with the rights of unit employees to be represented by their duly elected representative.