

Contract with UC Expires Sept.30: It's Not a Problem

The law protects our right to obtain information from UC relevant to fully represent our members and to bargain at a pace appropriate to well-researched, member-supported proposals.

Q. What is the Union's bargaining team looking to achieve in the current negotiations with UC management to recommend to its members for approval?

A. We aim to make serious progress towards: a livable compensation package, improving the quality of education and research by controlling our workload, benefits for student-families, and stronger anti-discrimination processes. For a full list of our demands please visit <http://www.uaw2865.org/>

Q. The contract for *TAs, GSIs, Tutors, and Readers* expires Sept. 30, 2013. If we haven't concluded negotiations do we have big problems because we won't have a contract?

A. No. U.S. Labor law, including California's Higher Education Employer-Employee Relations Law ("HEERA") requires that even though the contract has expired, wages, hours, benefits and other terms and conditions of employment, including those specified in the contract, must legally continue until bargaining is completed. **You will continue to be paid, work the same hours, and receive the same healthcare, etc.**

Q. Is it true many subjects where Management can now act without bargaining would, after September 30th, now first have to be negotiated with the Union before implementing new or changed policies?

A. Yes

Q. Are there provisions in the contract that are not considered "terms and conditions of employment" and do expire when the contract expires?

A. Yes, there are some provisions which do terminate with the contract September 30, if the contract is not extended by mutual agreement of the Union and UC management, and are only implemented if included in a new agreement:

Article 19: No Strike

Article 18: Management Rights (to the extent the enumerated right of management to act unilaterally without bargaining with the Union goes beyond what HEERA allows)

Article 30: Waiver (to the extent that UC management acts unilaterally to introduce new policies without bargaining with the union and goes beyond what HEERA allows)

Article 14 E 3 Article that allows UC management to change Health Benefit carriers, coverage, rates)

Article 21 C Parking – allowing UC management to alter parking and transit rates, open or close lots or parking regulations without bargaining with the Union

Article 12 F: Arbitrations (Brand new grievances dealing with issues which arose after September 30 would not have to be arbitrated if the UC refused....although any such case, including discipline, could instead be filed as an Unfair Labor Charge with the Public Employment Relations Board ("PERB").

Q. So, for one thing, if there's no contract by October 1, 2013, ASE's would be legally able to do work actions and work stoppages over grievances and other disputes, and they would be legally protected from discipline?

A. Yes, that's correct. Because of other provisions within HEERA, unless Management commits an Unfair Labor Practice, the Union could not take work actions over the negotiations until a legal Impasse was reached and the Union and UC Management went through HEERA's required Mediation and Fact-Finding procedures. But, after September 30th, actions and stoppages over worksite issues and problems would not be prohibited.

Q. What about deductions of dues and fair share fees?

A. The requirement that UC deducts membership dues and fair share fees and transmits them to the Union is part of HEERA and thus not affected by the expiration of the contract.

FIGHTING FOR A FAIR CONTRACT



AND A DEMOCRATIC UNIVERSITY
