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SANTA BARBARA • SANTA CRUZ

OFFICE OF THE SENIOR VICE PRESIDENT —
BUSINESS AND FINANCE

OFFICE OF THE PRESIDENT
300 Lakeside Drive
Oakland, California 94612-3550

October 2, 2003
Hand Delivered

Mr. David Swim, Attorney for
Mastagni, Holstedt & Chiurazzi
1912 "I" Street
Sacramento, California 95814

Dear David:

UC has received notice from the United Auto Workers (UAW) that it intends to enter into a one-day strike tomorrow, October 3, 2003.

As I am sure you realize, the UC-FUPOA contract contains a No Strikes Article that prohibits sympathy strikes. This article states:

“FUPOA, its officers, agents, representatives and members and all other employees covered by this Agreement, agree that they shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any such activities in violation of this Article.”

I trust that FUPOA will abide by its agreement with the University, as it has before.. As with all unions, UC intends to fully uphold the letter and spirit of the no strikes provision and will consider pursuing any and all legal remedies if that provision is violated. Please note that PERB has held that “sympathy strikers” stand in the same shoes as the primary strikers. Therefore, sympathy strikers who support an unlawful strike are engaged in unlawful and HEERA-unprotected activity. The University will presume absences from work during the strike period are strike related, and authorization for an absence from work during the strike period may not be given. Employees who are absent from work without authorization on October 3, 2003, may face the possibility of disciplinary action for cause. As a responsible representative of the University’s Police Officers, we trust that you will not give organizational support to the UAW’s unlawful action, and that you will instruct your members and those whom you represent to refrain from engaging in such unlawful activity.

Additionally, as a matter of information, UC maintains that the UAW strike will be an unlawful attempt to put pressure on the University during negotiations. If the UAW does strike, it will do so before the parties complete the negotiating process. PERB has consistently held that strikes undertaken before completion of negotiations, including the impasse procedures, presumptively violate the duty to bargain in good faith. In addition, PERB has held that intermittent strikes for the purpose of achieving a bargaining objective are presumptively unlawful.

The UAW’s attempt to justify its intended strike action by claiming that the strike is an unfair practice strike is an egregious misrepresentation of the facts. The University of California is confident that the results of a PERB hearing will determine that the University has not engaged in bad faith bargaining practices.

Please contact me if you have any questions regarding the University’s position in this matter.

Cordially,

Peter Chester
University Negotiator

Dr. David Swim

October 2, 2003

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cc: Associate Vice President Boyette
Executive Director Cieszkiewicz
Executive Director Neff
University Counsel Opton
Chief Human Resource Officers
Labor Relations Managers