



ACADEMIC STUDENT EMPLOYEES

Q. WHERE DO THE UNIVERSITY OF CALIFORNIA'S NEGOTIATIONS WITH THE UNITED AUTO WORKERS STAND?

A. Teaching assistants, readers, tutors and other specified academic student employees at UC campuses voted in the spring of 1999 for exclusive representation by affiliates of the UAW. Systemwide negotiations began in September 1999. In December, the UAW asked the state Public Employment Relations Board (PERB) to declare impasse. UC opposed this request, believing that further progress could be made at the bargaining table. PERB agreed with UC's position and, in January, instructed the parties to resume bargaining. Two more systemwide negotiating sessions were held in February, after which the union demanded that future negotiations proceed on a campus-by-campus basis. Those negotiations are now occurring.

Q. HAS THE UNIVERSITY BEEN ENGAGING IN "BAD-FAITH BARGAINING," AS THE UNION CLAIMS?

A. No. UC has been bargaining in good faith and in compliance with the law, with the goal of achieving a contract. The university has carefully considered the UAW's proposals, has made movement toward resolution through its counter-proposals, and has been fully and seriously involved in the negotiating process. UC's current offer would provide academic student employees with improvements in a number of areas, including salaries, fee remissions and overall working conditions. UC also is continuing to pursue the issue of health benefits enhancements. Additionally, UC provided a 2 percent salary range adjustment to academic student employees last fall as a sign of good faith, without the completion of a contract.

Q. WHAT IS PREVENTING AN AGREEMENT?

A. First, the UAW's unwillingness to discuss many issues in detailed terms at the bargaining table has hindered progress. Second, there are disagreements between the parties over the traditional bargaining topics of wages, benefits and working conditions, though UC has made substantial efforts to foster agreement. And third, the UAW has taken some bargaining positions that UC finds unacceptable. For example, the UAW has demanded the ability to strike at any time on any issue not specifically covered by the contract, which could, in practice, mean work stoppages for the purpose of participating in such activities as sympathy strikes or campus demonstrations. In addition, the union is demanding that certain aspects of faculty decision-making be subject to third-party arbitration, potentially displacing the faculty's governance role in the delivery of courses and curricula.

Q. WHY IS THE ACADEMIC JUDGMENT ISSUE SO CRITICAL TO UC?

A. The University of California has an international reputation for the quality of its academic programs, and the faculty is at the heart of that quality. In addition, The Regents have specifically delegated governance over the delivery of courses and curricula to the Academic Senate. A bargaining demand that allows an outside arbitrator's opinion to supersede that of the faculty's when it comes to how to run a course is unacceptable to the university. UC already offers mechanisms in accordance with the authority of the Academic Senate to resolve disputes between professors and academic student employees over issues of academic judgment, and the university is offering to codify those mechanisms through the contract. For disputes over other issues not related to academic judgment, the university is negotiating grievance and arbitration rights for academic student employees.

Q. WHAT WILL HAPPEN IN THE EVENT OF A STRIKE?

A. If a strike occurs, each campus will do all it can to maintain regular instructional programs. But a strike will do nothing to move the parties closer to a contract resolution. UC is seeking to foster the serious, productive negotiations at the bargaining table which are necessary for the parties to reach agreement on a final contract.