



UNIVERSITY OF CALIFORNIA COLLEGE OF THE  
LAW, SAN FRANCISCO  
OFFICE OF THE GENERAL COUNSEL

John K. DiPaolo  
*General Counsel*

October 7, 2024

Michael McCown  
United Legal Educators-UAW  
Via email to MMccown@uaw.net

Dear Michael:

In accordance with HEERA provision §3595, the University of California College of the Law, San Francisco is required to post its initial proposals in order to sunshine the proposals and provide an opportunity for the public to comment prior to the commencement of bargaining.

In order to establish a collective bargaining agreement, the College is proposing the following non-economic articles:

- **Recognition** – Include the definition of employee and list the titles included in the bargaining unit in accordance with the August 13, 2024 PERB Certification of Exclusive Representative in Case No. SF-RR-1042-H and July 30, 2024 Agreement Regarding Bargaining Unit Composition. Specify that only students currently holding one of the positions specified in the Certification of Exclusive Representative are members of the bargaining unit.
- **Severability** – Provisions to ensure in the event any provision is declared illegal, invalid, void or unenforceable, the remaining conditions and provisions of the collective bargaining agreement will remain in full force and effect during its term and the parties will meet to negotiate a substitute provision that is lawful.
- **Existing University Policies** – Existing University policies not expressly modified by the terms of the collective bargaining agreement will remain in effect. This includes but is not limited to: the Academic Regulations, Code of Student Conduct and Discipline, Sex Discrimination and Sex-Based Misconduct, personnel policies and research misconduct and conflict of interest policies. The employer retains right to continue or discontinue any past practice or benefit except as specifically modified by the terms of the collective bargaining agreement.

- **Student Status** – Issues relating to the standards, expectations and opportunities deriving from a person’s status as a student, including but not limited to academic eligibility, course load, course content, student performance and requirements for graduation, will not be subject to this contract. This includes all matters governed by the College’s Academic Regulations.
- **Management and Academic Rights** – Appropriate management and academic rights provisions for a collective bargaining agreement for law school student workers. The exercise of management rights will not be subject to the grievance or arbitration procedures.
- **Appointment:** Provide procedures for appointment to bargaining unit positions.
- **Job Duties:** Specify job duties and hours of bargaining unit positions.
- **Release Time** – Provide for a process for the authorized release or reassignment of bargaining team members to participate in subsequent successor bargaining, consistent with the University’s obligations under HEERA.
- **Union Access and Rights** – Provide clear rules regarding applicable restrictions to the work site, in accordance with the University’s existing policies. Also provide for new employee orientation provisions in accordance with AB 119.
- **Duration** – Specify the term of the collective bargaining agreement and establish a timeframe to commence successor negotiations.
- **Corrective Action and Dismissal** – Procedures for when the University has to take disciplinary action up to and including dismissal of student workers, based on work performance deficiencies and/or misconduct. Provide that non-appointment and non-reappointment are not considered disciplinary action or subject to the grievance process.
- **Personnel Files** – Denote where employment files are kept, what information is contained in a file, and the procedure for gaining access to files.
- **Non-Discrimination in Employment** – Provide language to describe protected classifications and the requisite procedures for when discrimination claims arise.
- **Reasonable Accommodation** – Provide procedures for reasonable accommodation to align with the University’s legal responsibilities.

Conditional Proposals: Provided the University and the UAW agree to a No Strikes/No Lockout article, the University will agree to propose Grievance and Arbitration Procedure articles.

- **Grievance Procedure** – Provide for a three-step process to resolve disputes under the collective bargaining agreement with the last step at the Chancellor & Dean.
- **Arbitration Procedure** – Provide for a binding hearing process through a third-party neutral arbitrator. The University will propose language to preserve that no arbitrator can substitute their judgment for the judgment of an academic administrator, and the arbitrator has no authority to hear or decide any issues relating to the student status of a bargaining unit member.
- **Arbitration Panel** – Use American Arbitration Association labor arbitration procedures to select arbitrator.
- **No Strikes/No Lockout** – Provide for a process to ensure there is agreement for labor peace during a settled and closed agreement.

The University proposes to add the following economic article to the agreement:

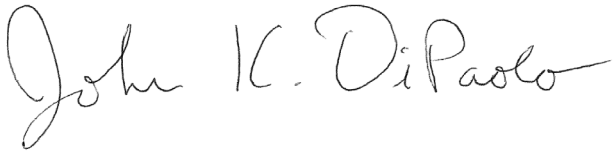
- **Wages** – setting forth the wages to be paid to each bargaining unit member by title, and agreed-upon annual increases, if any;

The University reserves the right to add, delete, or modify its proposals as bargaining progresses.

The sunshine process shall begin no later than October 7, 2024, with notice to the public and the posting of the proposals, followed by the first public comment meeting on October 17, 2024.

Please do not hesitate to contact me should you need further information.

Sincerely,

A handwritten signature in cursive script that reads "John K. DiPaolo". The signature is written in black ink and is positioned above the printed name.

John K. DiPaolo