



LOCAL 2865

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Dear Dwaine Duckett,

We, the Executive Board of UAW Local 2865, demand the University take immediate action to address the non- and late payment of wages, tuition, and fee remission as a result of the implementation of UCPATH. Failure to pay employees on schedule violates multiple articles of our Collective Bargaining Agreement (CBA). The University must immediately address this problem to prevent it from affecting November 1 payroll at UCLA, UC Santa Barbara, UC Riverside and UC Merced.

Earlier this year, UCPATH was deployed at Riverside and Merced, causing late and inadequate wage payments to ASEs and requiring our members to use credit cards, loans, and other workarounds to survive. Despite these alarming issues, the UC Office of the President persisted with implementing UCPATH at UCLA and UC Santa Barbara. The results at all four campuses have been disastrous. At UCLA, over 100 Tutors in the Academic Advancement Program, who began work on September 24, have gone more than a month without being paid. As a solution, supervisors have sent them information on nearby food banks, and left canned goods in Campbell Hall. Teaching Assistants at UCLA have been informed they will not receive timely paychecks on November 1, but offered no remedy. As detailed in the October 19 grievance filed on behalf of ASEs at Santa Barbara, ASEs have had their contractually guaranteed fee remission delayed. These delays jeopardize their academic status and create significant out-of-pocket costs for ASEs who depend on bus or parking passes to commute to campus to work, compounding the distress already caused by late paychecks.

The problems with UCPATH have violated at least six articles of our CBA. Failure to pay ASEs or remit tuition violates Articles 11 and 29. Because access to benefits is conditioned on tuition payment, this failure threatens ASEs' rights to health insurance under Article 14, parking and transit under Article 21, and workspace and instructional support under Article 32. Furthermore, the transition to UCPATH has and will "significantly affect the working conditions of a substantial number of employees in the bargaining unit," making it an appropriate subject of negotiation pursuant to Article 30. With no clear plan for remedy, we anticipate further violations if UC insists on staying the course. A copy of each ongoing related grievance is included with this letter, and we will update you as others are filed.

We demand that ASEs receive timely and correct paychecks as scheduled on November 1, that any outstanding paychecks due to Tutors at UCLA be paid promptly, and that tuition and fee remissions be processed immediately and accurately. We also demand that, through the grievance process, the University reimburse ASEs any transit expenses, interest, or other costs that have been caused by the delay in paychecks and fee remission, and make whole all losses.

In light of the seriousness of the violations in question, including the University's violation of Article 30, we demand a meeting with you and with members of UCPATH Leadership at the Riverside, Merced, Los Angeles, and Santa Barbara campuses. This meeting must be held in the next two weeks so that you can provide a remedy for our workers and we can discuss whether the continued expansion of UCPATH is appropriate until all workers have been made whole.

Sincerely,

The Executive Board of UAW Local 2865