

DUANE B. BEESON
NEIL BODINE
ROBERT BONSALL
GEOFFREY PILLER
CATHERINE E. AROSTEGUI
JOHN C. PROVOST
ANDREW H. BAKER
JASON RABINOWITZ*
SHEILA K. SEXTON
MATTHEW MORBELLO**
DALE L. BRODSKY
TEAGUE P. PATERSON***
COSTA KERESTENZIS
LISA W. PAU
DAVID WEINTRAUB
MARGARET A. GEDDES
SARAH SANDFORD-SMITH BATT

*ALSO ADMITTED IN NEVADA
**ALSO ADMITTED IN PENNSYLVANIA AND WASHINGTON
***ALSO ADMITTED IN NEW YORK

BEESON, TAYER & BODINE
ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION
520 CAPITOL MALL, SUITE 300
SACRAMENTO, CALIFORNIA 95814-4714
(916) 325-2100
FAX (916) 325-2120
WWW.BEESONTAYER.COM



OAKLAND OFFICE
1404 FRANKLIN STREET
FIFTH FLOOR
OAKLAND, CA 94612-3208
(510) 625-9700
FAX (510) 625-8275

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DONALD S. TAYER
(1932-2001)

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OF COUNSEL
JOSEPH C. WAXMAN

Sender's Email: jrabinowitz@beesontayer.com

October 17, 2007

Mr. Peter Chester
University of California
Office of the President
300 Lakeside Drive, 12th Floor
Oakland, CA 94612

*Sent Via Facsimile and
First Class Mail*

Re: Late Implementation of Pay Increase for Clerical & Allied Services Unit

Dear Peter:

As we have discussed, this letter will constitute CUE's grievance regarding the above-referenced matter. This confirms that CUE and the University have agreed that CUE will file the grievance in letter form directly to Step 3 of the grievance procedure, on behalf of the entire Clerical and Allied Services Unit, and that the University will accept it as such. Please let me know if the foregoing does not comport with your understanding of our agreements.

The grievance alleges that the University violated the collective bargaining agreement in the manner in which it implemented the October 1, 2007 contractual pay increase with respect to the members of the Clerical and Allied Services Unit who are paid bi-weekly. Specifically, the University implemented the increase effective October 7, 2007, in violation of Article 45 of the Agreement.

CUE requests the following remedy:

1. That the University cease and desist implementing negotiated pay later than the contractual effective date;
2. That all affected employees be made whole for their losses, including lost wages and interest at the statutory rate of ten percent (10%) per annum; and

3. An award of reasonable attorney fees and costs to CUE, incurred in correcting the violation.

CUE looks forward to receiving the University's response at Step 3. Thank you for your attention to this matter.

Very truly yours,


Jason E. Rabinowitz

JER/cjb

cc: Mary Higgins, Coalition of University Employees