

## **ARTICLE 2 AGREEMENT**

This Agreement, effective March 25, 2010, is entered into between The Regents of the University of California, a corporation (hereinafter referred to as the "University", or "management", or "employer"), represented by the Office of the President of the University of California system, and University Professional and Technical Employees - Communications Workers of America Local 9119 union, (hereinafter referred to as "UPTE" or the "union"), pursuant to the provisions of the Higher Education Employer-Employee Relations Act (HEERA).

### **A. PURPOSE**

1. It is the intent and purpose of the parties that this Agreement constitutes an implementation of the provisions of HEERA, and provides for orderly and constructive employment relations in the public interest, in the interests of the employees represented by UPTE, and in the interests of the University.
2. The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as a result of the unlimited right and opportunity of the parties to make any and all demands with respect to employer-employee relationship that exists between them relative to the scope of bargaining.

### **B. EXCLUSIVE REPRESENTATIVE**

The University recognizes UPTE-CWA 9119, which was certified by the Public Employment Relations Board (PERB) on April 15, 1996 in SF-PC-1051-H as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees, excluding employees defined by HEERA as managerial, supervisory and/or confidential and all student employees whose employment is contingent upon their status as students, in the bargaining unit.

### **C. EMPLOYEE DEFINED**

The term "employee" as used in this Agreement shall refer to employees of the University of California, including Lawrence Berkeley National Laboratory (LBNL), in the unit except for those excluded pursuant to B., above.

The classifications and title codes included in the unit are listed in Appendix A.

### **D. CREATION OF NEW CLASSIFICATIONS**

1. UPTE recognizes that the University has the exclusive right to establish new title codes and titles for any individual, position, or title included in or excluded from the bargaining unit, as defined in Section B. of this Article. The University shall advise UPTE of any such new title/title code.

2. When the University creates a new classification and title within the bargaining unit, the University shall provide a notice to UPTE of the classification's bargaining unit assignment at least sixty (60) calendar days before the proposed date of implementation. The notice to the union shall include a statement of reason(s) for the creation of the new classification. UPTE shall have thirty (30) calendar days after mailing of such notice to contest the University's assignment of the newly created classification/title to the bargaining unit. Employees shall not be placed in the new classification/title until the thirty (30) day notice period is complete. If UPTE does not contest the bargaining unit assignment of the newly created position within the thirty (30) calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties and employees shall be assigned to the newly created classification.
  - a. If the new classification is in the bargaining unit in accordance with the provisions of Section D.1. above, the University and UPTE shall meet and confer regarding the salary range and ancillary pay practices for that new classification, except that the salary rate for a newly established Per Diem position shall be in accordance with the provisions of Article 31 - Positions/Appointments.
  - b. If UPTE contests the bargaining unit assignment of the newly created classification/title within thirty (30) calendar days from the date on which the University's notice was mailed, the University and UPTE shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification. If the parties are unable to reach agreement regarding the bargaining unit assignment of the title/classification, the dispute shall be submitted to PERB for resolution.
  - c. No employees shall be assigned to the newly established classification or title until the bargaining unit assignment is either agreed to or resolved by PERB, although the duties associated with the position may be assigned to the affected employees.
3. When the University creates a new classification and title outside the bargaining unit the University shall mail a notice to UPTE of the classification's bargaining unit assignment, if any. UPTE shall notify the University within thirty (30) calendar days of the mailing of the notice if UPTE intends to challenge the University's bargaining unit assignment of the new title and classification. The parties will meet to discuss UPTE's concerns. Following the discussions, any unresolved disputes may be submitted to PERB for resolution.

#### **E. RECLASSIFICATION FROM UNIT TO NON-UNIT POSITIONS**

In the event the University determines that a position or title should be reclassified or designated for exclusion from the unit, or the University intends to replace the major portion of a bargaining unit position with a position in a classification outside of the unit, the University shall notify UPTE in writing at

least thirty (30) calendar days prior to the proposed implementation. If UPTe determines to challenge the University's proposed action, it shall notify the University in writing within thirty (30) calendar days from the date on which the University's notice was mailed, and the proposed effective date will be extended by thirty (30) calendar days. During such an extension, the parties will meet and discuss the University's proposed action. If the parties are unable to reach agreement regarding the University's proposed action, the University may commence PERB unit modification procedures, as outlined under PERB regulations. Until the bargaining unit assignment is either agreed to by the parties or finally resolved through the PERB unit modification procedures:

1. the affected position(s) or title(s) shall remain in the unit and shall remain covered by all provisions of this agreement
2. the University may, in compliance with Article 6 - Compensation, Section G. Other Increases of this Agreement, increase compensation for the affected position(s) or title(s), and
3. the duties associated with the proposed reclassification may be assigned to the affected employee(s).

#### **F. ABOLITION OF CLASSIFICATIONS**

The University shall inform UPTe when classifications are abolished. The University will provide UPTe with sixty (60) calendar days notice of its intent to abolish a classification. The notice to the Union shall include a statement of the reason(s) for the abolition. In the event employees will be affected by the abolition of a classification, the University and UPTe shall, following the request of UPTe, meet and confer about such effects at least thirty (30) days before the intended date of implementation unless the parties agree otherwise. The University shall not abolish the classification unless the parties have reached agreement through the meet and confer process over effects of the decision, or conclusion of the impasse process.