

ARTICLE 1 AGREEMENT

This Agreement, effective August 8, 2019 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 the 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

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. 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 the 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 September 15, 1997 in SF-PC-1053-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 Health Care Professionals (HX) bargaining unit.

C. EMPLOYEE DEFINED

The term "employee" as used in this Agreement shall refer to employees of the University of California in the HX unit, except for those excluded pursuant to Section B., above. The classes and title codes included in the HX 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 HX 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 in accordance with its protocols.
 - b. If UPTE contests the bargaining unit assignment of the newly created classification/title within thirty (30) calendar days of receiving notice from the University, the University and UPTE shall meet 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 employee 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.
4. 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 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 believes that the action violates this Agreement, UPTE shall, within thirty (30) calendar days of the mailing of the University's notice, notify the University in writing that it wishes to challenge the action. The parties will meet to discuss UPTE's concerns. Any unresolved disputes that remain following these discussions may be submitted to PERB for resolution. The discussions shall not delay the exclusion.

F. ABOLITION OF CLASSES

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 at least thirty (30) calendar days before the intended date of implementation, unless the parties agree otherwise. The University shall not abolish the classification unless the parties have reached an agreement. If the parties are unable to reach an agreement, the dispute shall be submitted to PERB for resolution.