

Appendix T
Expedited Arbitration Process and Procedures

University of California and CUE Teamsters
June 27, 2012

Expedited Arbitration Procedure

The parties agree that the process below sets forth the expedited arbitration procedure, implementing the Side Letter dated November 4, 2011. The parties agree this procedure applies when the University proposes a position should be reclassified with the result that the position be removed from the unit or otherwise designates a position for exclusion from the unit (collectively "proposed reclassification/exclusion"), noticed prior to the end date of this pilot program on March 31, 2013.

1. Within fourteen (14) days of the execution of this document, each campus/location shall provide the CUE Teamsters a list of all proposed reclassification/exclusion(s) noticed prior to the execution of this document, including all proposed reclassifications noticed between June 1, 2008 and November 4, 2011, except any proposed reclassification/exclusion request(s) in which the parties have already reached agreement. Any proposed reclassification/exclusion noticed prior to the execution of this document that is not included on this list will be deemed withdrawn and must be re-noticed pursuant to this document. Each campus/location must electronically transmit this list to the CUE Teamsters statewide office at XXX@XXXX.
2. For all proposed reclassification/exclusion(s) noticed to CUE Teamsters prior to the execution of this document, the parties shall schedule a meeting to discuss the proposed reclassification/exclusion(s) at the campus/location, if they have not already done so.
 - a. If the parties do not reach agreement at that meeting, or have already met and have not reached agreement, the proposed reclassification/exclusion(s) must be scheduled for an expedited arbitration hearing within thirty (30) calendar days of the execution of this document, unless the parties mutually agree, in writing, to an extension. Requests for extensions will not be unreasonably denied.
 - b. During this time frame CUE Teamsters will be provided, upon written request, the information described in 3 (a-d).
 - c. If a reclassification/exclusion matter subject to this paragraph is not scheduled for an arbitration hearing within thirty (30) calendar days or at the expiration of a mutually agreed upon extension, the campus/location may implement the proposed reclassification/exclusion.
3. If the University notices CUE Teamsters of a proposed reclassification/exclusion on or after the date of the execution of this document, the University shall notify the union in

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writing ("notice"). The notice shall be sent electronically to the CUE Teamsters Statewide office at: XXX@XXXX. The notice shall include:

- a. The rationale and supporting documentation, which may include minimum requirements/required skills and abilities related to the proposed job, upon which the decision is based for the request to reclassify/exclude the position pursuant to the criteria set forth in the Side Letter, including, but not limited to the compensation and/or classification standards used to recommend the reclassification/exclusion;
 - b. The CX job duties/descriptions and proposed job duties/descriptions;
 - c. An organization chart of the relevant organizational unit/department or, if none exists, a description/graphic representation of the organizational unit/department's relevant reporting relationships; and
 - d. The disposition of the previously assigned duties, if applicable (e.g., who will perform the CX duties and/or which CX duties will no longer be performed).
4. If CUE Teamsters wish to meet regarding a proposed reclassification/exclusion noticed pursuant to paragraph 3, CUE Teamsters must notify the University, in writing, within fifteen (15) calendar days of the University's notice.
- a. In the same notice, CUE Teamsters may also request specifically identified, additional information relevant to the criteria contained in the Side Letter. No later than five (5) calendar days prior to the meeting described in paragraph 5, below, the campus/location shall provide a response to CUE Teamsters request for information relevant to the criteria contained in the Side Letter.
 - b. If the University does not receive notice of CUE Teamsters' desire to meet within fifteen (15) calendar days, CUE Teamsters agrees the campus/location may implement the proposed reclassification, but in no event less than thirty (30) calendar days of the date of the initial notice.
5. Upon receipt of CUE Teamsters' written request to meet, the parties will schedule a meeting to discuss the proposed reclassification/exclusion(s).
- a. It is the intent of both parties to fully disclose/make available all relevant information applicable to the reclassification proposal at the meeting.

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- b. The meeting shall be scheduled at a mutually agreed upon place and time. The meeting shall occur within fifteen (15) calendar days of receipt of CUE Teamsters notice, described in paragraph 4, unless the parties mutually agree, in writing, to an extension. Requests for extensions will not be unreasonably denied.
 - c. The parties may agree to an additional meeting, if needed.
 - d. If a meeting does not take place within fifteen (15) calendar days of receipt of CUE Teamsters notice or at the expiration of a mutually agreed upon extension, the campus/location may implement the proposed reclassification/exclusion, but in no event less than thirty (30) calendar days of the date of the initial notice.
6. Following the meeting, if CUE Teamsters disagree with a proposed reclassification/exclusion, CUE Teamsters will notify the campus/location in writing of CUE Teamsters' submission of the proposed reclassification/exclusion to an expedited arbitration hearing.
- a. If the University does not receive this notice within fifteen (15) calendar days of the meeting date, CUE Teamsters agrees that the campus/location may implement the reclassification, but in no event less than thirty (30) calendar days of the date of the initial notice.
7. The University bears the burden of proof in all cases in which the University notices, or has noticed, CUE Teamsters of the proposed reclassification/exclusion(s) in dispute. The parties expressly recognize that the standards/criteria set forth in the November 4, 2011, Side Letter are incorporated herein for use by the Arbitrator in determining the appropriateness of reclassifying clerical unit positions outside of the bargaining unit.
8. The parties agree to the following case priority at each campus/location:
- a. Proposed reclassification requests noticed to CUE Teamsters between June 1, 2008 and November 4, 2011, if any, with an attempt to ensure the first set of cases at each campus involve issues of lesser complexity; then
 - b. Any proposed reclassification, noticed after November 4, 2011, will be calendared in chronological order; then

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- c. If no such cases remain, the parties may mutually agree to cancellation of the scheduled Expedition Arbitration date(s) with the understanding that cancellation fees are the joint and equal responsibility of both the union and the campus/location, pursuant to the terms of the Side Letter.
- d. The parties may mutually agree to forego cancellation fees by scheduling the location Arbitrator to hear pending cases at another campus/location with backlogged cases.
9. Until the bargaining unit assignment is either agreed to by the parties or finally resolved pursuant to this procedure (1) the affected position(s) or title(s) shall remain in the unit and shall remain covered by all provisions of the current collective bargaining agreement between the University of California and CUE Teamsters, (2) the University may, in compliance with Article 45 - Wages, Section D, Other Increases, of the current collective bargaining 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).
10. For purposes of this procedure, deadlines that fall on a day that is not a regular business day will automatically be extended to the next business day.

Amatullah Alaji Sabrie

Amatullah Alaji Sabrie
CUE/Teamsters Chief Negotiator

6/27/12

Date

Linda G. Ashcraft

Linda G. Ashcraft
Associate Director, University of California

6-27-12

Date