

## **ARTICLE 2 AGREEMENT**

**A.** This Agreement is made and entered into on December 13, 2011 at Oakland, California, pursuant to the provisions of Articles 1 through 11 of the Higher Education Employer-Employee Relations Act (HEERA) by and 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 CUE TEAMSTERS Local 2010 (hereinafter referred to as "CUE Teamsters" or "Union").

### **B. PURPOSE OF AGREEMENT**

- 1.** It is the intent and purpose of the parties hereto 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 University, and the interests of the employees represented by CUE Teamsters.
- 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 the employer-employee relationship which exists between them relative to the scope of bargaining.
- 3.** This Agreement recognizes one certified bargaining unit. Each provision of this Agreement applies to that bargaining unit unless specified otherwise.

### **C. RECOGNITION**

- 1.** Pursuant to and in conformity with the certifications issued by the Public Employment Relations Board (PERB) of the State of California in case number SF-HR-12, the University recognizes CUE Teamsters 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 designated as managerial, supervisory and/or confidential by the University as of November 21, 1997 and all student employees whose employment is contingent upon their status as students, in the following described bargaining unit:
  - a.** Unit #12 - Clerical and Allied Services (SF-HR-12)
- 2.** The term "employee" as used in this Agreement shall refer to employees of the University of California including the Lawrence Berkeley Laboratory ("Laboratory") in the above-mentioned unit except for those excluded pursuant to C.1. above.
- 3.** The classes and title codes included in Unit 12 are listed in Appendices A and B.

**D. WAIVER OF UNIT MODIFICATION AND RECLASSIFICATION OF EXCLUDED POSITIONS**

The job titles and positions excluded from the unit by the parties' stipulations of July 22, 1997 and by PERB's Consent Election Order of May 20, 1997 shall be conclusively deemed to be managerial, supervisory, or confidential, or any indicated combination thereof, as shown on the list appended to said stipulation, and CUE Teamsters expressly waives for the duration of this Agreement any right it may have to seek to include any such title or stipulation by unit modification. CUE Teamsters recognizes that the University has the exclusive right to establish new title codes and titles for any such excluded position or title. The University shall advise CUE Teamsters of any such new title. In the event the University elects not to establish a new title for some or all excluded positions currently classified in included titles, the University shall, during the term of this Agreement, provide the Union with a list, by bargaining unit and by campus/hospital/Laboratory location, of the excluded positions which remain within included titles and the incumbents at that time, if any. The failure to include an excluded position on any such list shall not be evidence that the position should be included in any unit.

**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 a major portion of a bargaining unit position with a position in a classification outside of the unit, the University shall notify CUE Teamsters in writing at least thirty (30) calendar days prior to the proposed implementation. If CUE Teamsters 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 45 - Wages, Section A.6.d., Order of Increases and Section 7., 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. NEW CLASSES**

1. When the University creates a new class and title within the occupational subgroups (OSG) included in the bargaining unit, the University shall mail a notice to the Union of the bargaining unit assignment, if any, of such class at least 60 calendar days before the proposed date of implementation. The notice to the Union shall include a statement or

reason(s) for the creation of the new class. The Union shall have 45 calendar days from the date of such notice to contest the University's assignment. If the Union contests the assignment, the University and the Union shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the class. If the parties are unable to reach agreement, the dispute shall be submitted to PERB pursuant to Regulation 32781(a)(2) for resolution. If the Union does not contest the bargaining unit assignment within the 45 calendar day notice period, the unit assignment of the new class shall be deemed agreeable to the parties and PERB shall be so advised. Bargaining unit assignments made by the University which are contested by the Union shall remain as originally assigned by the University until such time as the parties are in mutual agreement as to a different assignment or, if such assignment is referred to PERB within the appeal period stated above, until resolution of the matter by the PERB process.

2. If the inclusion of a new class within the bargaining unit covered by this Agreement is agreed to by the parties or found appropriate by PERB, the University shall assign a pay rate to the class.
3. Assignment by the University of the pay rate to a new class as indicated above shall be consistent with the existing compensation and classification methodologies utilized by the University at the time of the assignment.
4. If the new classification is in the bargaining unit in accordance with the provisions of Section F.1-3 above, the University shall notify CUE Teamsters of the proposed range and ancillary pay practice to be implemented. If CUE Teamsters notifies UC within 15 days of receipt of the notice it wishes to bargain the change(s), the parties shall meet and confer regarding the salary range and ancillary pay practices for the classification. Meet and confer shall commence no later than 30 calendar days following the Union's request, unless the parties agree otherwise.

#### **G. ABOLITION OF CLASSES**

The University will provide CUE Teamsters with 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. Upon written request from CUE Teamsters, the parties will meet and confer over the effects at least 30 days before the intended date of implementation unless the parties agree otherwise. The University shall not abolish the class unless the parties have reached agreement through the meet and confer process over effects of the decision, or conclusion of the impasse process.