

SIDE LETTER AGREEMENT CONCERNING PLACEMENT OF COVERED DOCTORS INTO OR OUT OF THE BARGAINING UNIT BASED ON ACTUAL HOURS WORKED

This Side Letter Agreement ("Agreement") is entered into by and between the Regents of the University of California ("the University") and the Union of American Physicians and Dentists ("UAPD" or "the Union") (collectively, "the Parties").

WHEREAS, on April 9, 2013, the Union filed a Representation Petition with the Public Employment Relations Board ("PERB") requesting that the University recognize it as the exclusive representative of a bargaining unit of all physicians, dentists, podiatrists and optometrists employed by the University system-wide at campus student health and counseling centers;

WHEREAS, on June 10, 2013, the University filed a response to the UAPD's petition, objecting to the proposed unit on a number of grounds, including that optometrists should not be included in the unit and that physicians, dentists and psychiatrists with appointments of less than 25% should not be included in the unit.

WHEREAS, the Parties engaged in extensive negotiations regarding the composition of the bargaining unit;

WHEREAS, on October 22, 2013, the Parties agreed to the following unit description:

INCLUDED: All physicians, dentists, and podiatrists employed by the Regents of the University of California at University student health and counseling centers, except those excluded below.

EXCLUDED: All supervisory, management, and confidential employees; all optometrists; all physicians (including psychiatrists), dentists, and podiatrists performing primary care services who have a fixed appointment percentage of, or who actually work, 2.5% of a Full Time Equivalent (FTE) or below; all physicians, dentists, and podiatrists performing only specialized services who have a fixed appointment percentage of, or who actually work, 10% of a Full Time Equivalent (FTE) or below; Occupational Health Physicians who are employed for the purpose of treating employees; and all physicians, dentists or podiatrists who do not work in student health and counseling centers. The assigned work of teaching and any terms and

conditions of employment connected to academic titles are outside the scope of this unit.

WHEREAS, on October 25, 2013, in order to determine whether or not physicians (including psychiatrists), dentists, and podiatrists employed at University student health and counseling centers should be excluded from the unit because they do not meet the threshold time requirements set forth in the exclusions (i.e., those performing primary care services who have a fixed appointment percentage of, or who actually work, 2.5% of a Full Time Equivalent (FTE) or below; or those performing only specialized services who have a fixed appointment percentage of, or who actually work, 10% of a Full Time Equivalent (FTE) or below), the Parties agreed as follows:

A. On hire, all physicians, dentists, and podiatrists employed at University student health and counseling centers who have a fixed appointment percentage assigned to them upon hire shall be placed in or out of the unit based upon the assigned appointment percentage. The University will then review their actual hours worked every August 1 to determine whether they are in fact working more or less than the assigned appointment percentage and will place the doctors in or out of the unit based upon their actual hours worked in the past year. Since the first review under this paragraph will take place less than one calendar year after these doctors' initial placement in the unit (August 1, 2014), the University will annualize the actual hours worked to determine whether they should be in or out of the unit.

B. For those physicians, dentists, and podiatrists currently employed at University student health and counseling centers for a minimum of three consecutive months prior to the date on which PERB certifies the unit who do not have a fixed appointment percentage assigned to them (whether in a "per diem" title or other title), the University will review their actual hours worked for the year prior to the date PERB certifies the unit and will place them in or out of the unit accordingly. For those doctors who have not worked for a year, the University will annualize the hours to determine whether they should be in or out of the unit. The doctors

will then be subject to the same annual review on August 1 as the doctors with fixed appointment percentages, described in paragraph A.

C. For new hires (i.e., those hired after PERB certifies the unit) who do not have fixed appointment percentages, the University will produce a list of all new hires (including name, campus, title code, and hours worked) on a quarterly basis. At that time, the University will review the list and place all new hires who meet the threshold level set forth in the unit description in the unit. The University will determine whether the employee meets the threshold by looking at the employee's hours worked prior to the issuance of the list, provided that the employee has been on the payroll at least thirty days prior to the issuance of the list, and annualize that number. If the employee meets the threshold, he or she will be placed in the unit. The employee will thereafter be subject to the annual hours review on August 1. Doctors who appear on the new hire list who have not been on the payroll list for at least thirty days will remain on the list until the next quarterly review and all of their hours worked since they were hired will be used to determine whether they are in or out of the unit. The University shall provide a copy of the list of new hires who do not have fixed percentage appointments to the Union each quarter (i.e., January 15, April 15, July 15, October 15). When the quarterly date falls on a Saturday, Sunday, or federal/state holiday, the list shall be provided to the Union on the closest following business day.

D. Those physicians, dentists, and podiatrists employed at University student health and counseling centers for less than three consecutive months prior to the date on which PERB certifies the unit and who do not have a fixed appointment percentage assigned to them, shall be included on the first quarterly list provided to the Union following the date on which PERB certifies the unit.

E. The intent of this Agreement is to ensure that doctors are properly included or excluded from the unit, and neither party to the Agreement intends or expects that the University will restrict an employee's hours for the purpose of avoiding unit placement.

F. Any disputes arising under this Agreement shall be subject to any grievance and arbitration procedure contained in any Memorandum of Understanding reached by the parties in the future when that Memorandum of Understanding is in effect.

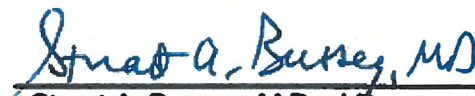
IT IS SO AGREED.

For the University:



10-25-13
Date

For the UAPD:



Stuart A. Bussey, M.D., J.D. 10/25/2013
President Date