

Article 2 Agreement

TA - 11-4-11  
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Amatullah Ataji-fahie

Current Contract Language

Side Letter

The parties have agreed to the following process and procedures to resolve all pending reclassification issues as set forth below.

**EXPEDITED ARBITRATION PROCESS – PILOT PROGRAM**

The Expedited Arbitration Pilot Program, including standards for reclassification out of the bargaining unit, shall be effective for a twelve (12) month period commencing as soon as practicable but no later than February 2012. The parties may mutually agree to shorten or lengthen this Program. If the Program is not extended, current contract language will apply.

1. In the event the University determines that a position should be reclassified or designated for exclusion with the result that the position be removed from the unit, it shall notify the Union in writing.
2. If the Union is not in agreement with a UC proposed reclassification or designation, it shall notify the University campus, in writing fifteen (15) calendar days after receipt of the University's notice, for purposes of scheduling a meeting to discuss.
3. If the parties are unable to reach an agreement on the reclassification the Union has the discretion of moving the matter to the Expedited Arbitration procedure. Only the Union has the authority to move a disputed matter to the Expedited Arbitration process.
4. Expedited arbitrations shall be pre-scheduled at each campus at least once every other month when reclassification disputes are pending.
5. The parties shall identify at least two (2) individuals to serve as the Arbitrators for each campus.
6. The parties shall share jointly in the cost of the services of the Expedited Arbitrator.
7. The continued appointment of the Expedited Arbitrators shall be subject to review by the parties every six (6) months and joint agreement to reappointment. If either party objects to the reappointment of the Expedited Arbitrator, a new Expedited Arbitrator shall be appointed.
8. When more than one case is pending, all parties shall make a good faith attempt to ensure that more than two cases are heard on the same day.
9. In the event no cases are scheduled for hearing within twenty (20) days of the scheduled hearing, the parties shall notify the Arbitrator that the hearing is cancelled. If timely notice is not provided, the parties shall share equally the Arbitrator's cancellation fee.
10. Absent agreement to the contrary, no transcript or recording shall be required. If however, the parties jointly agree to a record of the proceedings, whether through recording or court reporter, costs and fees will be shared equally. Either party may choose to solely request a transcript in which case the requesting party is solely responsible for the cost of the Court Reporter, recording device and transcripts.
11. The presentation of the case may be made by way of statement by the party's representative, presentation of witnesses or both, but the hearing shall be informal and rules of evidence shall not apply.
12. The Arbitrator shall adhere to the provisions of Article 3, §F.2., 3.
13. Either party may at their discretion submit a written brief to support their position however such brief must be submitted within five (5) business days of the hearing and be no more than five (5) pages in length (not to include attachments/exhibits). By mutual agreement the parties may agree to extend the period of briefing by an additional five (5) days.

14. The decision of the Arbitrator shall be final and binding but shall not be used as precedent in any other case, however arbitral decisions may be submitted for reference.
15. Parties may request or agree to an Arbitrator's Bench decision.

The Arbitrator will use the following standards/criteria when determining the appropriateness of reclassifying clerical unit positions to a position that is outside of the bargaining unit:

- Majority of the work
- Nature or type of work
- Level of responsibility
- Campus standards
- Impact of the position on the work unit
- Department and location
- Reporting relationships
- Scope of duties
- Complexity of work
- Independence of judgment
- License & certifications required for the position(s)
- Position, not person, for bona fide business reasons

The arbitrator shall not utilize the following criteria to determine the appropriateness of a reclassification appeal.

- Volume of work / workload
- Position, not person so not personality, financial need
- Longevity
- Performance
- Salary increase
- Retention (currently seeking promotional opportunities elsewhere on campus)
- Non applicable skill set
- Future projects