

**ARTICLE 1  
RECOGNITION**

- A.** The University recognizes the Union of American Physicians and Dentists (UAPD) as the sole and exclusive representative for the purpose of collective bargaining and all matters within the scope of representation for all physicians, dentists, and podiatrists employed by the Regents of the University of California at University student health and counseling centers, except those excluded in §B., below.
- B.** Excluded from the bargaining unit are all supervisory, management, and confidential employees; all optometrists; all physicians, dentists, and podiatrists performing primary care services, general psychiatry services, or general podiatric 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 and 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 the bargaining unit.

**C. Employee and Doctor Defined**

The terms “employee” and “doctor” are used interchangeably throughout this Agreement and refer to doctors in the bargaining unit as defined in §§A. and B., above.

- D.** The Bargaining Unit is designated “DX” and consists of the title codes and titles below:

Title Code	Title
<b><u>6002</u></b>	<b><u>Student Health Physician 3</u></b>
<b><u>6001</u></b>	<b><u>Student Health Physician 4</u></b>
<b><u>6000</u></b>	<b><u>Student Health Physician 5</u></b>
<b><u>6005</u></b>	<b><u>Student Health Physician 3, Per Diem</u></b>
<b><u>6004</u></b>	<b><u>Student Health Physician 4, Per Diem</u></b>
<b><u>6003</u></b>	<b><u>Student Health Physician 5, Per Diem</u></b>
<b><u>6008</u></b>	<b><u>Student Health Dentist 3</u></b>
<b><u>6007</u></b>	<b><u>Student Health Dentist 4</u></b>
<b><u>6006</u></b>	<b><u>Student Health Dentist 5</u></b>
<b><u>6011</u></b>	<b><u>Student Health Dentist 3, Per Diem</u></b>
<b><u>6010</u></b>	<b><u>Student Health Dentist 4, Per Diem</u></b>
<b><u>6009</u></b>	<b><u>Student Health Dentist 5, Per Diem</u></b>

For initial transition only and for purposes of creating new DX unit title codes and titles, the transition from a doctor's non-represented title to a bargaining unit title as listed above shall not result in a decrease to their hourly wage or annualized salary.

**E. Bargaining Unit Modification**

The recognized unit may be modified by written agreement of the parties to this Memorandum of Understanding (MOU), pursuant to the rules and regulations of the Public Employment Relations Board (PERB). Any approved modification shall automatically become part of this MOU.

**F. New Classifications**

At such time that the University creates a new classification or title within the bargaining unit, the University shall mail a notice with Proof of Service to the Union advising of the DX designation to the title and title code at least sixty (60) calendar days before the proposed date of implementation. UAPD 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 bargaining unit. No doctor shall be assigned to the newly established classification/title until the sixty (60) day notice period is complete.

1. If UAPD does not contest the bargaining unit assignment of the newly created classification/title within the allotted 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.
2. If the Union contests the bargaining unit assignment of the newly created classification/title in a timely manner, the new classification shall not be placed in the unit until agreement between the parties is achieved or the issue is resolved by PERB, whichever occurs first. However, the duties associated with the position may be assigned to the affected employee.
3. If the new classification is included in the bargaining unit in accordance with the provisions above, the University and the Union shall meet and confer regarding the salary range for the new classification.

**G. Modification from Unit to Non-Unit Positions**

In the event the University proposes to move a title/title code out of the bargaining unit, the University shall mail a notice to the Union, with Proof of Service, at least sixty (60) calendar days prior to the proposed implementation. UAPD shall have thirty (30) calendar days after mailing of such notice to contest the University's determination.

If the Union disagrees with the University's proposed removal of a title/title code from the bargaining unit, the University may submit the dispute to PERB for resolution. If the Union does not contest the reclassification or designation for exclusion within the allotted

period, the unit assignment of the title/title code shall be deemed agreeable to the parties. Although duties associated with the proposed unit modification may be assigned to the affected employee, doctors shall not be reclassified or excluded from the bargaining unit until agreement is reached by the parties, either explicitly or by default, or the dispute is resolved by PERB.

#### **H. Abolition of Classifications**

The University shall mail a notice with Proof of Service to the Union at least sixty (60) calendar days prior to abolishing a classification. The notice shall include a statement of the reason(s) for the abolition. In the event represented employees will be affected by the abolition, the University and UAPD shall, at the Union's request, meet at least thirty (30) calendar days before the intended date of implementation, unless such requirement is waived by mutual agreement. 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.