

ARTICLE 2 – AGREEMENT

A. Recognition

1. The Regents of the University of California, a corporation (hereinafter "the University") recognize the American Federation of State, County and Municipal Employees (hereinafter "AFSCME") as the sole and exclusive collective bargaining representative of Santa Cruz Skilled Craft employees included within the collective bargaining unit certified by the Public Employment Relations Board in Case No. SF-PC-1050 on November 21, 1983, (excluding all supervisory, managerial and confidential employees) for the purpose of meeting and conferring with respect to wages, hours, and terms and conditions of employment as specified by the Higher Education Employer-Employee Relations Act.
2. The parties acknowledge that it is the policy of the State of California to encourage the pursuit of excellence in teaching, research and learning through the free exchange of ideas among the faculty, students and staff of the University of California. To this end, the parties, while recognizing AFSCME as an exclusive bargaining agent, acknowledge the right of the University to meet for purposes of information and idea exchange, with committees, councils, groups, caucuses and ad hoc organizations when the subject matter of such meetings is not limited to the occupational community of interests of the bargaining unit covered by this Agreement.
3. Participants in such meetings shall not be deemed to be meeting under the auspices of HEERA, nor shall such participants be required to adhere to the obligations and responsibilities enumerated under HEERA. Further, the result of such meetings shall in no way require or allow the University on its own

action to change or alter the provisions of this Agreement.

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 AFSCME.
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.

C. Reclassification From Unit To Non-Unit Positions

In the event that the University determines that a position should be reclassified or designated for exclusion with the result that the position would be removed from the unit, it shall notify the Union in writing. If the Union wishes to meet to discuss the position, it will so advise the University within thirty (30) calendar days of the receipt of the notice. The meeting will include the employee whose job is in question, Union representatives and University representatives to review the contents of the employee's job. The meeting will be held within fifteen (15) calendar days of the Union's request. The parties will also present their views and attempt to reach agreement on which appeals procedure provided in D and E below will be used to resolve the dispute should the Union appeal the position. Within ten (10) calendar days after the meeting, the Union will notify the University in writing if it wishes to appeal the position reclassification or designation for

exclusion and, if no agreement has been reached, which appeal procedure will be used.

D. Expedited Arbitration

1. Selection of Arbitrator and Scheduling of Hearing

Within five (5) working days of the Union's notice to the University, that it wishes to use the Expedited Arbitration procedure, the arbitrator shall be selected by mutual agreement or by the alternate striking of names. The hearing shall be held within two (2) weeks of the arbitrator's selection or, if that is not possible, on the arbitrator's first available date thereafter, provided that if the arbitrator has no available date within four (4) weeks, another arbitrator shall be selected.

2. Pre-Hearing Submission and Conduct of the Hearing

- a. Unless the parties mutually agree to the contrary, each party shall have up to two (2) hours to present its case, but may reserve up to one-half (1/2) hour of such time to respond to the other party's presentation. The presentation 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. No transcript or recording shall be kept.
- b. Following the presentations by the parties, up to two (2) hours may be spent in an on-site review of the position or positions in question during which either party or the arbitrator may ask the employee or employees questions about the responsibilities of the position or positions.
- c. The burden of proof and proceeding in this Arbitration Procedure shall be that of AFSCME.

3. Decision and Precedence

- a. The arbitrator shall issue a written award at the close of the hearing. During this period, the arbitrator may convene the parties for up to an additional two (2) hours if the arbitrator wishes to raise additional questions.
- b. The award shall not include a written opinion and, unless the parties mutually agree to the contrary, shall answer only the issue of whether the job or classification in question should be placed within the bargaining unit. It shall be final and binding, but shall not be used as a precedent in any other case, unless appealed to PERB within fifteen calendar days.

4. Standards

Included in the standards to be used by the arbitrator in reaching his/her decision shall be the following:

- a. All management, supervisory, and confidential employees as defined by the Higher Education Employer-Employee Relations Act are excluded. Employees who hold any management, supervisory, or confidential appointment, regardless of the percentage of time worked in such appointment, are excluded.
- b. All UC student employees whose employment is contingent upon their status as students are excluded.
- c. All employees whose employment is principally outside of the State of California are excluded.

5. Costs

The fee and expenses of the arbitrator shall be shared equally by the parties.

E. The Union and the University may elect to resolve disputes regarding exclusion of positions from the bargaining unit through the PERB Unit Modification Procedures or following the expedited procedure in D.3.b., above.

F. New Classes

1. When the University creates a new class and title within the occupational subgroup included in this bargaining unit, the University shall mail a notice to the Union of the bargaining unit assignment, if any, of such class. The Union shall have thirty (30) calendar days after mailing 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 thirty (30) 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 agreement is referred to PERB within the appeal period stated above, until resolution of the matter by PERB.
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 then-existing compensation and classification methodologies utilized by the University.
4. If the inclusion of a new class in the bargaining unit is agreed to by the parties or found appropriate by PERB but the University's determination of the pay rate is questioned by the Union, the Union shall, within fifteen (15) calendar days of the inclusion determination, request in writing that the University meet to discuss the pay rate for the class. If such a request is made, the parties shall meet within thirty (30) calendar days of the request.
5. Pending discussion, if any, of the pay rate for a new class the pay rate originally assigned by the University shall remain in effect. An unquestioned rate or the rate determined appropriate by the University subsequent to any discussion with the Union shall be the rate assigned to the new class. Such rates shall not be subject to Article 9 – Grievance Procedure, nor Article 3 – Arbitration Procedure, of this Agreement.

G. Abolition of Classifications

The University agrees to inform AFSCME when classifications are abolished.