

ARTICLE 01 RECOGNITION

- A.** The University of California hereby recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its designated Local Union as the exclusive representative for matters within the scope of representation for Research and Public Service Professionals employed by the University of California, as certified by the Public Employment Relations Board (PERB) in Case No. SF-PC-161-H, including the following titles:

Abbreviated Title	Complete Title	Job Code
ACAD PRG MGT OFCR 3	Academic Program Management Officer 3	4330
ACAD PRG MGT OFCR 4	Academic Program Management Officer 4	378
ACAD PRG MGT OFCR 5	Academic Program Management Officer 5	379
AEROSPACE ENGR 2	Aerospace Engineer 2	7115
AEROSPACE ENGR 3	Aerospace Engineer 3	546
AEROSPACE ENGR 4	Aerospace Engineer 4	346
AEROSPACE ENGR 5	Aerospace Engineer 5	347
BIOINFORMATICS PROGR 1	Bioinformatics Programmer 1	9403
BIOINFORMATICS PROGR 2	Bioinformatics Programmer 2	9402
BIOINFORMATICS PROGR 3	Bioinformatics Programmer 3	9401
BIOINFORMATICS PROGR 4	Bioinformatics Programmer 4	5933
BIOINFORMATICS PROGR 5	Bioinformatics Programmer 5	5993
CLIN RSCH ANL 4	Clinical Research Analyst 4	9549
CLIN RSCH ANL 5	Clinical Research Analyst 5	6572
CMPTL AND DATA SCI RSCH SPEC 2	Computational and Data Science Research Specialist 2	4270
CMPTL AND DATA SCI RSCH SPEC 3	Computational and Data Science Research Specialist 3	6104
CMPTL AND DATA SCI RSCH SPEC 4	Computational and Data Science Research Specialist 4	6028
CMPTL AND DATA SCI RSCH SPEC 5	Computational and Data Science Research Specialist 5	6027
CURATOR 4	Curator 4	6127
DEV ENGR ASC	Associate Development Engineer	7182
EXHIBITIONS SPEC 4	Exhibitions Specialist 4	6132
FIELD RESEARCHER 2	Field Researcher 2	5190
FIELD RESEARCHER 3	Field Researcher 3	5189
FIELD RESEARCHER 4	Field Researcher 4	6239

GEOGRAPHIC INFO SYS PROGR 1	Geographic Information Systems Programmer 1	7329
GEOGRAPHIC INFO SYS PROGR 2	Geographic Information Systems Programmer 2	7328
GEOGRAPHIC INFO SYS PROGR 3	Geographic Information Systems Programmer 3	7327
GEOGRAPHIC INFO SYS PROGR 4	Geographic Information Systems Programmer 4	7326
PROJECT MGT PROFL 3	Project Management Professional 3	4473
PROJECT MGT PROFL 4	Project Management Professional 4	4474
PROJECT MGT PROFL 5	Project Management Professional 5	4475
PROJECT POLICY ANL 1	Project Policy Analyst 1	7396
PROJECT POLICY ANL 2	Project Policy Analyst 2	7397
PROJECT POLICY ANL 3	Project Policy Analyst 3	7398
PROJECT POLICY ANL 4	Project Policy Analyst 4	7399
PROJECT POLICY ANL 5	Project Policy Analyst 5	566
PUBL ADMSTN ANL	Public Administration Analyst	7263
PUBL ADMSTN ANL AST	Assistant Public Administration Analyst	7264
PUBL ADMSTN ANL PRN	Principal Public Administration Analyst	7261
PUBL ADMSTN ANL SR	Senior Public Administration Analyst	7262
RSCH ADM 3	Research Administrator 3	6206
RSCH ADM 4	Research Administrator 4	6207
RSCH ADM 5	Research Administrator 5	387
RSCH CMLPNC ANL 1	Research Compliance Analyst 1	6228
RSCH CMLPNC ANL 2	Research Compliance Analyst 2	6229
RSCH CMLPNC ANL 3	Research Compliance Analyst 3	6230
RSCH CMLPNC ANL 4	Research Compliance Analyst 4	6231
RSCH CMLPNC ANL 5	Research Compliance Analyst 5	374
RSCH DATA ANL 1	Research Data Analyst 1	6255
RSCH DATA ANL 2	Research Data Analyst 2	6256
RSCH DATA ANL 3	Research Data Analyst 3	6257
RSCH DATA ANL 4	Research Data Analyst 4	6610
RSCH DATA ANL 5	Research Data Analyst 5	6609
RSCH GNT PRG OFCR 3	Research Grant Program Officer 3	8826
RSCH GNT PRG OFCR 4	Research Grant Program Officer 4	5915
RSCH GNT PRG OFCR 5	Research Grant Program Officer 5	5914
STATISTICIAN	Statistician	7213
STATISTICIAN PRN	Principal Statistician	7211
STATISTICIAN SR	Senior Statistician	7212

SURVEY RESEARCHER 2	Survey Researcher 2	6262
SURVEY RESEARCHER 3	Survey Researcher 3	6263
SURVEY RESEARCHER 4	Survey Researcher 4	6264

- B.** The unit shall exclude managerial, supervisory, and confidential employees as defined by HEERA.
- C.** The recognized unit may be modified by mutual agreement of the parties or pursuant to the rules and regulations of the Public Employment Relations Board (PERB).
- D.** The Union recognizes that the University has the exclusive right to establish new title codes and titles for excluded positions or titles consistent with this Article. The University shall advise the Union of any such new position or title. In the event the University elects not to establish a new title for some or all excluded positions classified in included titles, the University shall, during the term of this Agreement, provide the Union with a list, by bargaining unit and by 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. The time for the Union to challenge such placement does not commence until the University provides notice.

E. RECLASSIFICATION FROM UNIT TO NON-UNIT POSITIONS

1. In the event the University determines that an individual, a bargaining unit position, or title/classification should be reclassified or designated for exclusion from the unit, or the University intends to assign work customarily performed by a bargaining unit position to a position in a classification outside of the unit, the University shall notify the Union in writing at least thirty (30) calendar days prior to the proposed implementation. If the Union 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 confer over the University's proposed action.
2. If the parties are unable to reach agreement, 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 PERB unit modification procedures the affected position(s) or title(s) shall remain in the unit and shall remain covered by all provisions of this agreement. With the agreement of the parties, the following may also occur:
 - a. the University may, in compliance with Article 36 – Wages, Section A.3 ("Order of Increases") of this Agreement, increase compensation for the affected position(s) or title(s), and

- b. the duties associated with the proposed reclassification may be assigned to the affected employee(s).
- 3. If PERB declines jurisdiction under PERB regulations of a classification dispute, the dispute will be referred to expedited arbitration per Section H below.

F. CREATION OF NEW CLASSIFICATIONS

1. Within the Bargaining Unit

If the University proposes to create a new classification and title within the bargaining unit, the University shall provide written notice to the Union at least sixty (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 classification. The Union shall have forty-five (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 classification. 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 forty-five (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.

- a. No employees shall be assigned to the new classification until the bargaining unit assignment is either agreed to by the parties or finally resolved through PERB unit modification procedures, although the duties associated with the position may be assigned to the affected employees.
- b. 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.
- c. 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.
- d. If the new classification is in the bargaining unit in accordance with the provisions of this Section, the University shall notify the Union of the proposed range and ancillary pay practice to be implemented. If the Union notifies the University within thirty (30) calendar 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 thirty (30) calendar days following the Union's request, unless the parties agree otherwise.

2. Outside of the Bargaining Unit

If the University proposes to create a new staff, non-patient-care, non-managerial, non-supervisory, or non-confidential classification and title outside of the bargaining unit, the University shall provide written notice to the Union, including the classification's bargaining unit assignment, if any, at least forty-five (45) calendar days before the proposed date of implementation. Within thirty (30) calendar days of receiving notice, the Union may request that the University identify the number of employees who will be placed in the classification and provide a statement of the classification's duties, functions, qualifications, and any other relevant factors.

- a. The Union shall notify the University within forty-five (45) calendar days of receiving notice that it intends to contest the proposed bargaining unit assignment. If the Union contests the assignment, the parties will meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification.
- b. If the parties are unable to reach agreement, the dispute shall be submitted to PERB pursuant to Regulation 32781(a)(2) for resolution.

G. ABOLITION OF CLASSIFICATION

The University will provide the Union with sixty (60) calendar days notice of its intent to abolish a classification within the bargaining unit. The notice to the Union shall include a statement of the reason(s) for the abolition. Upon written request from the Union, the parties will meet and confer at least thirty (30) calendar days before the intended date of implementation unless the parties agree otherwise.

The University shall not abolish the classification unless the parties have reached agreement through the meet and confer process or conclusion of the impasse process.

H. EXPEDITED ARBITRATION

1. Disputes arising under Section E.3 above are subject to the grievance/arbitration procedure as modified by the expedited process in this Section.
2. In the event that such a grievance is not settled at the Step 2 meeting, the Union may submit the grievance directly to arbitration for an expedited hearing upon receipt of the Step 2 response, or the date the Step 2 response would have been due.
3. Expedited arbitration hearings shall be held on a mutually agreeable date, as close to fourteen (14) calendar days from the date of the arbitration submission as possible. Such arbitrations concerning this Section shall be conducted in a one-day hearing including closing statements, without court reporter's transcripts or post-hearing briefs.

The arbitrator shall provide a bench decision, which becomes effective immediately, and provide a written opinion and award.