

Article 2 AGREEMENT

A. This Agreement is made and entered into on this 9th day of May, pursuant to the provisions of Articles 1 through 11 of the Higher Education Employer-Employee Relations Act (HEERA) by and between The Regents of the University of California, a corporation (hereinafter referred to as the "University" or "management" or "employer") represented by the Office of the President of the University of California system, and the American Federation of State, County and Municipal Employees 3299 (hereinafter referred to as "AFSCME" or the "Union" or AFSCME Local 3299).

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.
3. This Agreement recognizes one certified bargaining unit. Each provision of this Agreement applies to that bargaining unit unless specified otherwise.

C. RECOGNITION

1. Pursuant to and in conformity with the certifications issued by the Public Employment Relations Board (PERB) of the State of California in case number SF-HR-11, the University recognizes AFSCME as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees, excluding employees designated as managerial, supervisory and/or confidential by the University and all student employees whose employment is contingent upon their status as students, in the following described bargaining unit:
 - a. Unit #11 - Service (SX) (SF-HR-11)
2. The term "employee" as used in this Agreement shall refer to employees of the University of California including the Lawrence Berkeley Laboratory ("Laboratory") in the above-mentioned unit except for those excluded pursuant to C.1. above.
3. The classes and title codes included in Unit 11 are listed in Appendices A and B.

D. RECLASSIFICATION FROM UNIT TO NON-UNIT POSITIONS

1. In the event 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.
2. If AFSCME determines to challenge the University's proposed action, it shall notify the University in writing within thirty (30) calendar days from the date of the University's notice.
3. If AFSCME does not contest the action within the thirty (30) calendar day period, the action shall be deemed agreeable to the parties.
4. When AFSCME provides timely notice of its challenge, the parties will meet and discuss AFSCME's concerns. Any unresolved disputes that remain following these discussions may be submitted to PERB for resolution.
5. Until the bargaining unit assignment is either agreed to by the parties or finally resolved through the PERB unit modification procedures,
 - a) the affected position(s) or title(s) shall remain in the unit,

- b) the University may, in compliance with Article 42, Wages, Section B, Other Increases, of this Agreement, increase compensation for the affected position(s) or title(s), and
- c) the duties associated with the proposed reclassification may be assigned to the affected employee(s).

E. CREATION OF NEW CLASSIFICATIONS

1. AFSCME recognizes that the University has the exclusive right to establish new title codes and titles for any individual, position, or title included in or excluded from the bargaining unit as defined in Section B., of this Article.
2. When the University creates a new class and title within the bargaining unit, the University shall provide a notice to AFSCME of the classification's bargaining unit assignment 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. AFSCME 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. Employees shall not be placed in the new classification/title until the thirty (30) day notice period is complete. If AFSCME does not contest the bargaining unit assignment of the newly created position within the thirty (30) calendar day notice 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.
 - a. If the new classification is in the bargaining unit in accordance with the provisions of §F.1., above, the University and AFSCME shall meet and confer regarding the salary range and ancillary pay practices for that new classification, except that the salary rate for a newly established Per Diem position shall be in accordance with the provisions of Article 29 – Positions/Appointments.
 - b. If AFSCME contests the bargaining unit assignment of the newly created classification/title within thirty (30) calendar days of receiving notice from the University, the University and AFSCME shall meet and discuss in an effort to reach agreement on the bargaining unit assignment for the classification. If the parties are unable to reach agreement regarding the bargaining unit assignment of the title/classification, the dispute shall be submitted to PERB for resolution.
 - c. No employees shall be assigned to the newly established classification or title until the bargaining unit assignment is either agreed to or resolved by PERB, although the duties associated with the position may be assigned to the affected employees.
 - d. If the inclusion of a new class within the bargaining unit covered by this Agreement is found appropriate by PERB, the University shall meet and confer regarding the salary range and ancillary pay practices for the new classification as provided in 2.a. above.

F. ABOLITION OF CLASSES

The University will provide AFSCME with 60 calendar days' notice of its intent to abolish a classification. The notice to the Union shall include a statement of the reason(s) for the abolition. Upon written request from AFSCME, the parties will meet and confer over the effects at least 30 days before the intended date of implementation unless the parties agree otherwise. The University shall not abolish the class unless the parties have reached agreement. Unresolved disputes may be submitted to PERB for resolution in accordance with PERB unit modification rules and regulations.