

SETTLEMENT AGREEMENT

This Settlement Agreement (“**AGREEMENT**”) is made between University Professional and Technical Employees - CWA Local 9119 (“**UPTE**”) and THE UNIVERSITY OF CALIFORNIA (the “**UNIVERSITY**”).

RECITALS

A. **UPTE** filed an Unfair Practice Charge, No. SF-CE-1348-H, on February 11, 2022 (“**ULP**”), before the Public Employees Relations Board (“**PERB**”) alleging that the **UNIVERSITY** “violated HEERA 3571(c) by unilaterally imposing changes to status quo terms and conditions of employment within the scope of representation, and HEERA 3571(a) and (b) by interfering with and retaliating against employees and **UPTE** for exercising protected rights;”

B. The **ULP** stems from the accretion of eight Behavioral Health classifications into the **UPTE** HX bargaining unit, a systemwide bargaining unit of non-supervisory licensed health care practitioners who provide a variety of clinical and medical services in support of the **UNIVERSITY’S** medical and student health centers;

C. **UPTE** filed a Unit Modification Petition on November 6, 2020, to include approximately 75 employees in eight classifications into the HX Bargaining Unit: Behavioral Health Counselor 1, Behavioral Health Counselor 2, Behavioral Health Counselor 3, Behavioral Health Counselor 4, Behavioral Health Psychiatric Professional 1, Behavioral Health Psychiatric Professional 2, Behavioral Health Psychiatric Professional 3, and Behavioral Health Psychiatric Professional 4 (hereinafter “**BH CLASSIFICATIONS**”);

D. The **UNIVERSITY** did not oppose the Unit Modification Petition, and the **BH CLASSIFICATIONS** were ultimately added to the **UPTE** HX Unit by **PERB** Order on March 2, 2021;

E. For a variety of reasons, the across-the-board increases contained in the collective bargaining agreement (hereinafter “**ATB**”) have not yet occurred for the accreted **BH CLASSIFICATIONS**; and,

F. In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, **UPTE** and the **UNIVERSITY**, have entered into this **AGREEMENT** in settlement of the **ULP**.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. In exchange for the mutual promises set forth herein, the parties agree to the following, which will be implemented within sixty days of both parties signing this **AGREEMENT** and **UPTE's** withdrawal of the **ULP** as set forth below:

- a. Except as described below, all **UPTE HX** unit members within the **BH CLASSIFICATIONS** who were employed in the **UPTE HX** unit and eligible for the **ATB** effective on or about July 1, 2021, and who remain in the **UPTE HX** unit until the date of distribution, will receive a three percent (3%) increase ("**2021 ATB INCREASE**") within sixty days of both parties signing this **AGREEMENT** and **UPTE's** withdrawal of the **ULP** as set forth below. Said employees will be issued a lump sum payment for the **2021 ATB INCREASE** for the period of time between July 1, 2021 and the date of payment, and said lump sum payments are pensionable. All non-exempt **BH CLASSIFICATIONS** employees discussed in this paragraph will also receive a lump sum payment for the overtime true-up payments on the overtime hours worked between July 1, 2021 and the date of payment, and said lump sum true-up payments are not pensionable. Any **BH CLASSIFICATIONS** employees who received the **2021 ATB INCREASE** on or about July of 2021 will not receive the lump sum payments. The **UNIVERSITY** shall provide **UPTE** with a list of employees who received the **2021 ATB INCREASE** within sixty days of the execution of the **AGREEMENT**.
- b. **UPTE HX** unit members within the **BH CLASSIFICATIONS** who were hired into the **UPTE HX** unit after July 1, 2021, are not eligible for the **2021 ATB INCREASE**.
- c. **UPTE** shall withdraw the **ULP** with prejudice, and warrants and agrees that it shall not file another unfair labor practice charge or otherwise seek redress of the claims in the **ULP**.

2. **BH CLASSIFICATIONS** members who were eligible for a step increase effective on or about January of 2022, and who remain in the **UPTE HX** unit until the date of distribution, shall receive a two percent (2.0%) increase in lieu of a step adjustment within sixty days of both parties signing this **AGREEMENT (JANUARY 2022 INCREASE)** and **UPTE's** withdrawal of the **ULP** as described in Section 1.c. above. Said employees will be issued a lump sum payment for the **JANUARY 2022 INCREASE** for the period of time between January of 2022 and the date of payment, and said lump sum payments are pensionable. All non-exempt **BH CLASSIFICATIONS** employees discussed in this paragraph will also receive a lump sum payment for the overtime true-up payments on the overtime hours worked between January 1, 2022 and the date of payment, and said lump sum true-up payments are not

pensionable. Any **BH CLASSIFICATIONS** employees who received the **JANUARY 2022 INCREASE** effective in or about January of 2022 will not receive the lump sum payments.

3. **BH CLASSIFICATIONS** members who were eligible for a three percent (3.0%) increase effective on or about July 1, 2022 ("**2022 ATB INCREASE**"), and who remain in the **UPTE HX** unit until the date of distribution, shall receive the increase within sixty days of both parties signing this **AGREEMENT** and **UPTE**'s withdrawal of the **ULP** as described in Section 1.c. above. The **2022 ATB INCREASE** will apply to eligible **BH CLASSIFICATIONS** in addition to the amounts provided in Paragraph 1.a. The **BH CLASSIFICATIONS** will be issued a lump sum payment for the **2022 ATB INCREASE** for the period of time between July 1, 2022 and the date of payment, and said lump sum payments are pensionable. All non-exempt **BH CLASSIFICATIONS** employees discussed in this paragraph will also receive a lump sum payment for the overtime true-up payments on the overtime hours worked between July 1, 2022 and the date of payment, and said lump sum true-up payments are not pensionable. Any **BH CLASSIFICATIONS** employees who received the **2022 ATB INCREASE** effective on or about July of 2022 will not receive the lump sum payments.

4. Union dues shall not be deducted from any of the lump sum payments described in paragraphs 1, 2 and 3.

5. All lump sum payments and increases described in paragraphs 1, 2 and 3 for eligible employees who are on an unpaid leave of absence shall be implemented and paid upon the employee's return to work.

6. Neither party admits any wrongdoing, contract or statutory violation, or liability on the part of any party by entering into this **AGREEMENT**. The scope of this **AGREEMENT** is limited to the **ULP**, only, and shall not establish or be deemed to establish a precedent with respect to any other current or future dispute between **UPTE** and the **REGENTS**. This **AGREEMENT** may not be used as evidence in any other proceeding of any nature between the **UNIVERSITY** and **UPTE**, other than a proceeding to enforce this **AGREEMENT**. This **AGREEMENT** does not establish, nor may it be deemed to establish, the meaning of any provision of Article 5 of the Collective Bargaining Agreement between the parties, nor does this **AGREEMENT** constitute a waiver of either party's rights under the Collective Bargaining Agreement. The sole inference that may be drawn from the existence of the **AGREEMENT** is that the parties wished to avoid the expense and uncertainty of litigation.

7. This **AGREEMENT** represents a full and complete resolution of the claims and disputes between the parties in connection with the increases for the **BH CLASSIFICATION** unit members since the date of their accretion.

8. The parties represent that they have read and understand the terms of this **AGREEMENT** and that they are authorized to execute the **UPTE HX** unit on behalf of their principals.

9. **UPTE** and the **UNIVERSITY** agree to bear their own attorneys' fees and expenses incurred in connection with the **ULP**.

10. The **UNIVERSITY** has made no representation about and takes no position on the tax consequences of this **AGREEMENT**. **UPTE** has had an opportunity to discuss the potential tax consequences of this **AGREEMENT** with **UPTE's** own counsel.

11. This **AGREEMENT** is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law.

12. This **AGREEMENT** may be amended only by a written instrument executed by all parties hereto.

13. The parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this **AGREEMENT**.

14. This **AGREEMENT** has been drafted by legal counsel representing the **UNIVERSITY**, but **UPTE** and **UPTE's** counsel have fully participated in the negotiation of its terms. **UPTE** acknowledges that **UPTE** has had an opportunity to review and discuss each term of this **AGREEMENT** with legal counsel and, therefore, the normal rule of construction, which is that any ambiguities in the document are resolved against the drafting party, shall not be employed in the interpretation of this **AGREEMENT**.

15. The parties to this **AGREEMENT** declare and represent that no promise, inducement or agreement not herein discussed has been made between the parties and that this **AGREEMENT** contains the entire expression of agreement between the parties on the subjects addressed herein.

16. This **AGREEMENT** shall bind the heirs, personal representatives, successors, and assigns of each party, and it shall inure to the benefit of each party and their respective heirs, successors, and assigns.

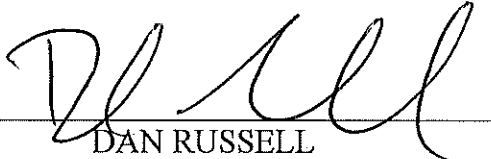
17. This **AGREEMENT** may be executed in counterparts. The execution of a signature page of this **AGREEMENT** shall constitute the execution of the **AGREEMENT**, and the **AGREEMENT** shall be binding on each party upon that party's signing of such a counterpart. In the event that any signature is delivered by electronic signature (i.e., via DocuSign), facsimile transmission, or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the

party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic signature, facsimile, or “.pdf” signature page were an original thereof.

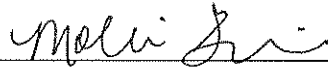
WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

UNIVERSITY PROFESSIONAL AND
TECHNICAL EMPLOYEES – CWA LOCAL
9119

Dated: 8/23/22

By: 
DAN RUSSELL
President, UPTE-CWA 9119

Dated 8/22/22

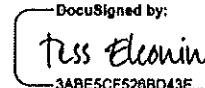
By: 
MOLLIE SIMONS
Counsel

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

Dated: 8/22/2022

By: 
LETITIA SILAS

Dated: 8/22/2022

By: 
TESS ELCONIN
Principal Counsel

