

**UC Recognition of UAW as Exclusive Representative for  
“Student Services and Advising Professionals”  
April 18, 2025**

On November 8th, UAW submitted a petition to California’s Public Employment Relations Board (PERB) to unionize and become the exclusive representative for approximately 5,000 employees referred to as the “Student Services and Advising Professionals” (SSAPs). On April 18, 2025, UC recognized UAW as the exclusive representative of this newly created bargaining unit.

From April 18, 2025 until a collective bargaining agreement is reached between UAW and the University, these employees are considered to be in “dynamic status quo”; this document serves as guidance to Labor Relations Offices and stakeholders across the University regarding the University of California’s obligations under the Higher Education Employer-Employee Relations Act (HEERA), as well as a general overview of anticipated next steps.

Note that this guidance document is attorney/client privileged and should not be posted or shared with a broad audience. This guidance document should only be shared with Offices charged with providing guidance to administrators who are responsible for supervising the employees covered in this guidance document.

Please contact Systemwide Labor Relations ([UCUAW@ucop.edu](mailto:UCUAW@ucop.edu)) with any questions.

**I. SSAPs Bargaining Unit Composition**

<b>Classifications</b>	<b>Rough Estimate</b>
Academic Achievement Counselor 2-4	225
Admissions Recruitment Specialist 1-4	514
Advocate 3 & 4	36
Career Services Specialist 2-4	322
Curriculum Planner 2-4	100
Financial Aid Officer 2-4	243
*** Health Educator 1-4 (contested by UPTe)	381
Industry Allns Specialist 2-3	77
Registrar Specialist 2-4	145
Student Academic Advisory 1-4	700
Student Academic Specialist 1-4	166
Student Disability Specialist 2-4	99
Student Life Development Specialist 1-4	664
Student Services Advisor 1-4	1,279

\*\*\*There is still a challenge being reviewed at PERB from UPTe who continues to contest the inclusion of the Health Educator 1-4s in this unit. The University recognizes PERB's authority and will comply with PERB's response to UPTe.

## **II. General Guidance/FAQs**

1. I am a supervisor of employees who are now represented by UAW in this new bargaining unit. What should I avoid discussing or doing with my newly unionized workforce?
  - Under the Higher Education Employer-Employee Relations Act (HEERA) in California, supervisors should direct any and all questions that their employees have about joining a union back to the union. It is a violation of the law to advise employees on whether or not they should join a union, or to treat employees differently based on their support of their union.
  - Supervisors should also avoid direct dealing. Direct dealing is a type of unfair labor practice where the employer bypasses the union to deal directly with employees on matters that are properly the subject of negotiations with the bargaining unit's exclusive representative. Examples of direct dealing would include asking employees for their opinions on a new work schedule or discussing collective bargaining proposals with employees away from the bargaining table. To avoid direct dealing, please work closely with your local Labor Relations team to discuss how to implement changes you want to make to working conditions of unionized employees.
  - Employees have a protected right to discuss working conditions and to participate in union activities. It is illegal to take any adverse employment action against employees for exercising these rights.
  - Employers may prohibit union activity during work time, but if supervisors permit discussion of other non-work related topics, discussion of union-related issues cannot be singled out for special restrictions.
  - If you have questions regarding how to interact with your newly unionized employees, please consult your local Labor Relations office.
2. What does it mean to be in "dynamic status quo"?
  - Now that PERB has recognized UAW as the exclusive representative of the Student Services and Advising Professionals, the employees are represented by UAW, which means they are no longer policy covered employees. From April 18, 2025 until the date that there is a ratified collective bargaining agreement between the parties, we are in "status quo" with respect to these employees. During status quo, the university cannot make unilateral changes to terms and conditions of employment without negotiating with the union.
3. What rules apply to these employees during status quo?
  - While these employees are not policy-covered because they are exclusively represented by UAW, during status quo, they are covered by the rules that previously applied, the PPSMs. These rules apply until UAW and UC negotiate a

collective bargaining agreement or the parties otherwise agree to changes from these rules. However, because the UC cannot unilaterally change wage terms during status quo, these employees will not receive wage increases until the parties reach agreement on a new contract and/or go through the impasse process. That also means that these employees will not receive any general increase provided to policy-covered employees.

4. How does dynamic status quo impact our ability to issue layoffs?
  - If your location is planning on issuing layoffs during dynamic status quo to employees in these classifications, you should follow the PPSM layoff process, but we will also have to notify the union and give them the opportunity to negotiate the effects of the layoffs that are not covered by the PPSM. This negotiation is not about the decision to issue layoffs but rather the effects on working conditions. Negotiable effects could include the layoff notice period, and selection criteria. For example, the Union could try to negotiate that layoffs are implemented in the order of seniority. Before proceeding with a layoff for employees consult with SWLR as we will likely negotiate effects at the systemwide level.
5. Am I able to issue discipline during dynamic status quo?
  - Yes, you may continue to issue discipline as you would have previously until a new collective bargaining agreement is ratified. The collective bargaining agreement that will be negotiated between UAW and the University will determine the rules and procedures for discipline going forward. Until then, you should not make any changes to existing discipline policies or procedures except to comply with the Weingarten rights of unionized employees. Under the Higher Education Employer-Employee Relations Act, unionized employees have Weingarten rights which gives them the right to have union representation at disciplinary and investigatory interviews.
6. It's my understanding that union workers must be eligible for overtime.
  - Generally, whether an employee is overtime eligible is generally determined by whether the employee is subject to or exempt from state and federal wage and hour laws. Employees who are unionized do not automatically lose or gain the ability to earn overtime. The new collective bargaining agreement will determine wages for newly represented employees, but until then all compensation should remain the same.
7. Will staff in affected classifications be eligible for the across-the-board salary actions we may receive July 1? Would we be responsible for any adjustments after the fact?
  - The new collective bargaining agreement that will be negotiated between UAW and the University will determine future across-the-board salary increases for these employees. See question three above.

### **III. Next Steps**

1. Systemwide Labor Relations (SWLR) is taking steps to prepare for collective bargaining, including:
  - Stakeholder engagement and the creation of the bargaining team
  - Review of employee surveys, compensation analysis, terms in other collective bargaining agreements and best practices in other contracts
  - Preparation of bargaining proposals along with feedback loops with key stakeholders for review
2. Potential Bargaining issues
  - UAW's [website](#) for the Student Services and Advising Professionals outlines potential bargaining issues we can anticipate, including salary and compensation, the ability to work remotely and the overall cost of living, workload, and protections from discrimination and harassment.