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Paul D. Roose
Arbitrator / Mediator
Golden Gate Dispute Resolution
510-466-6323
paul.roose@ggdr.net
www.ggdr.net
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OPINION AND AWARD
IN ARBITRATION PROCEEDINGS
PURSUANT TO A
COLLECTIVE BARGAINING AGREEMENT

In the Matter of a Controversy Between)
)
UCLA Health System)
Employer) Assistant Administrative Analyst
and) Bargaining Unit Grievance
)
Teamsters Local 2010)
)
Union)

APPEARANCES:

For the Employer: Anthony DiGrazia, Associate Director – Labor Relations
University of California, Office of the President
300 Lakeside Dr., 12th Floor
Oakland, CA 94612

For the Union: John Varga, Staff Attorney
Teamsters Local 2010
400 Roland Way, Suite 2010
Oakland, CA 94621

PROCEDURAL BACKGROUND

The above-referenced matter was processed through the grievance procedure contained in the collective bargaining agreement (CBA) between the parties. Remaining unresolved, it was submitted to final and binding arbitration. The undersigned was selected as the arbitrator by mutual agreement of the parties. The matter was heard on December 12, 2014 and January 20, 2015 in Los Angeles, California. The parties stipulated that the matter was properly before the arbitrator and that all steps of the grievance procedure had been met or waived. The parties also stipulated that the arbitrator retains jurisdiction for the purpose of the implementation of the remedy in the event that the arbitrator grants in whole or in part the remedy sought by the union.

Both parties were afforded full opportunity to present documentary evidence and to examine and cross-examine witnesses. Both parties were ably represented by their respective representatives. At the conclusion of the hearing, the parties chose to conclude their presentations by oral argument. The parties' representatives made closing statements and the matter was submitted for decision.

ISSUE

The parties stipulated to the issue of the matter, as follows:

Are the assistant administrative analysts (AAA's) at the UCLA Health System who perform scheduling, registration, and authorization doing bargaining unit work pursuant to the CBA? If yes, the parties stipulate that the positions should be in the bargaining unit. The parties also stipulate that the arbitrator retains jurisdiction over the remedy if it is decided to grant the remedy.

RELEVANT CONTRACT PROVISIONS

**Agreement between the University of California and Coalition of University Employees –
Teamsters Local 2010 – Clerical and Allied Services Unit. December 13, 2011 – November 30, 2016**

Appendix A – Clerical Unit Wage Tables

Appendix S – [The parties stipulated that the following standards/criteria from “Side Letter Expedited Arbitration Agreement” are to be applied by the arbitrator to the facts in the instant dispute]:

The arbitrator will use the following standards / criteria when determining the appropriateness of reclassifying clerical unit positions to a position that is outside of the bargaining unit:

- Majority of the work
- Nature or type of work
- Level of responsibility
- Campus standards
- Impact of the position on the work unit
- Department and location
- Reporting relationships
- Scope of duties
- Complexity of work
- Independence of judgment
- License & certifications required for the position(s)
- Position, not person, for bona fide business reasons

The arbitrator shall not utilize the following criteria to determine the appropriateness of a reclassification appeal:

- Volume of work / workload
- Position, not person so not personality, financial need
- Longevity
- Performance
- Salary increase

- Retention (currently seeking promotional opportunities elsewhere on campus)
- Non applicable skill set
- Future projects

FACTS

The Union represents the clerical and allied services bargaining unit, known as the CX unit, for the entire University of California (UC) system statewide. The Union’s bargaining unit members at the UCLA Health System (formerly known as the UCLA Medical Center) are included in that statewide unit. It is a large and complex bargaining unit: there are thirty-seven job titles for the Los Angeles location(s) alone, contained within fourteen job series. In addition to those thirty-seven, there are various local (UCLA) titles for administrative assistants.

This grievance arose out of the experiences of two Union-represented individuals: [Employee A] and [Employee B]. Both [Employee A] and [Employee B] are long-time employees and classified as Administrative Assistant III’s (AA III). Both worked in the Physician Referral Services (PRS) department. Both were notified in February 2014 that the department was closing and that they would be reassigned. [Employee A] testified that her pay rate was a little over \$24 per hour when the department closed.

Both employees looked for other jobs within UCLA for which they were qualified. They found that, in their view, their job duties had been reassigned to new non-union positions classified as Assistant Administrative Analysts (AAA). They also found that those AAA positions had a minimum salary lower than [Employee A]’s and [Employee B]’s current rates. [Employee A] testified that her supervisor, [Employee C], told her that her pay as an AAA would be \$20 per hour. They were also told that they could apply for these AAA positions, but there was no guarantee that they would get the positions.

[Employee A] and [Employee B] took note of two job postings that appeared to them to contain the job duties of their prior positions. One was entitled “Patient Authorization Specialist” at the Santa Monica PAC¹. The “UCLA Title” on the posting was listed as “Analyst, Administrative, Asst.” The deadline for application was 2/27/14. The first sentence of the Job Duties section of the posting read as follows:

¹ The acronym PAC was not defined for the record.

Patient Authorization and Physician Referral Services Specialists provide a high level of patient and analytical services over the telephone for assigned practices or service areas by utilizing state-of-the-art telecommunications and computer information systems.

The second job posting was entitled “Patient Authorization Representative,” with the same UCLA title as the one described in the prior paragraph. The location was listed as TBD, and the department as “Medicine-Dept Adm-Department-Operations.” The application deadline was 6/17/14. The first sentence of the posting was identical to the posting noted above.

The Employer introduced a document that is a current evaluation template for a Patient Authorization Representative (PAR) working in the PCC. Among the listed duties for this AAA position are:

- Registers patients...
- Insures all necessary demographic and financial data is obtained, and accurately documented in systems. Identifies appropriate payer source for routing of revenue generated during the patient visit. Ensures that any pre-certification or authorization is obtained to meet individual payer payment authorization protocols.

A third job posting identified for the record was for a Patient Communication Representative (PCR), with the same UCLA title as the other two. The work location was the “Agoura Hills Patient Comm Center.” This posting had a closing date of 12/1/14. Again, the opening of the Job Duties section was identical to the above, except that the job title was different, as noted.

The Employer introduced a template for an evaluation form for a PCR. There was substantial overlap between these AAA job duties and the ones noted above for the PAR, although the percentage of time spent on appointment scheduling and authorizations was different.

The Union introduced several examples of job postings for AA II and AA III (CX unit) positions. One AA III position, in the Audiology clinic, had a deadline of 11/7/14. It included, under job duties, the following:

- Provide support to the audiology clinic by scheduling and monitoring patient appointments
- Verify insurance; obtain insurance authorization prior to appointment
- Monitor and track charges going through billing system to ensure timely collection. Candidate will identify opportunities for improving billing process and reimbursement

Another AA III position was in the Santa Monica Orthopedic Clinic, with a deadline of 1/11/15. Duties included the following:

- Verify insurance benefits, determine copay, deductible, insurance billing addresses
- Obtain and verify authorization for patient appointment
- Serve as a resource on third-party reimbursement policies and contract and facilitate processing of complex payer issues

[Employee A] and [Employee B] contacted Union representatives and a grievance was filed. The record was unclear on how the grievance evolved to its present form. In any case, the grievance sought the inclusion in the CX unit of all UCLA Health System AAA positions involving scheduling, registration and authorization. The Union proposes to include in the unit all of these positions, in both outpatient and inpatient settings.

[Employee C] testified on behalf of the Employer². She currently supervises AAA PAR's in the PCC. Prior to assuming her present position, she supervised [Employee A] and [Employee B] for a year and a half in the PRS. She stated that, in the PCC, AAA's typically handle more problems on their own than AA's handled under the prior system. Under the old system, registered nurses (RN's) staffed the call centers and supported AA's by taking on the more difficult cases. There are now many fewer RN's, and they handle significantly fewer cases.

[Employee C] testified that the biggest distinction between the duties of the AA's she previously supervised and the AAA's she supervises now is referrals within the UCLA system:

I think the biggest difference is that, even though we aren't doing it now but it is in their job description, we are going to be doing authorizations. Meaning the staff will help to get the appropriate ICD-9 codes for referrals coming from within UCLA.

In general, [Employee C] stated, the AAA's work more independently than the AA's she used to supervise, based on their "skill set."

² No AAA employees testified at the hearing.

[Employee D], the operations manager for the PCC, was called as an Employer witness. She has 112 AAA's under her area of responsibility, including 12 PCR's in the PCC³. She stated that the primary duties of PCR's are answering calls that require them to cancel, confirm and reschedule appointments. When asked to explain the differences between the PCC AAA's and those who were previously employed as AA's in the clinics, she answered as follows:

If we are scheduling appointments, the work flow is the same. We are using the same system, we are going through the same pages, and focusing on making sure we're hitting every single field the same way. The difference would be, one, the volume. The agents in the clinic basically focus on that clinic... In the PCC, the PCR's are experts in scheduling across the board. Agents at the offices are now a lot more patient-centered. We wanted to take that responsibility of the phone and scheduling away so they could focus on that.

[Employee D] also supervises four Patient Financial Specialists (PFS) in the PCC. These AAA-classified employees perform financial verifications for 150 to 200 patient appointments a day. They "insure that we do not have missing or incomplete items in our registration queues." When they find missing information, they "forward that back to the agent⁴ as a coaching / learning experience."

The following question was posed to [Employee D] on direct examination.

Q: Was this work previously performed elsewhere before coming to the PCC?

A: That's really not something that was being performed at an agent level. If something had to be verified with the contracting office and/or Provider Relations at UCLA or the Medical Group it would be the manager doing the contact.

[Employee E] testified as an Employer witness. She is the Director of Admissions and Registration at the hospital. In her group are ten Patient Access Services (PAS) pre-registration employees, classified as AAA's. She was not aware of the differences between AA's and AAA's, since she has never supervised AA's. AAA's collect information and payments from patients. She pointed out that hospital visits are typically more complex than clinic visits and involve much higher fees.

³ The remaining 100 PCR's are apparently located at various clinics in the UCLA Health System. This was not clear from the record.

⁴ It was not clear from the record exactly what was meant by "agent" in this context. The arbitrator took this as a broad term to include system employees who have initial contact with patients at the clinic level.

[Employee E] arrived at the hospital nine months prior to the implementation of the first PAS pre-registration procedures, in the year 2000. This was new work, according to [Employee E], and had never been performed by any other employees in the past.

[Employee E] also is responsible for 22 Patient Financial Specialists (PFS) in the PAS department. They are also classified as AAA's. These employees perform insurance eligibility, authorization, and benefit verification. Among other duties for which the PFS are evaluated is the following: "...independently exercise sound judgment in determining thoroughness of agency representative providing benefit information." Those jobs, [Employee E] testified, were also created in the year 2000, and it was new work.

[Employee E] also supervises some CX unit employees in the PAS department. Those are the financial counsellors, responsible for the self-pay patient population. They are there to help those patients obtain any government benefits to which they might be entitled. She testified that those counsellors are at a higher job level than the AAA's.

[Employee F] testified on behalf of the Union. He works for the Employer in its Patient Business Services Department. He is a Collections Representative in the Payor Variance Unit. His job position is in the CX unit. "The main thing we do is interact with insurance companies," [Employee F] testified.

[Employee G], Assistant Director of Patient Registration Financial Services (PRFS), was called as a witness on behalf of the Employer. PRFS supports twenty outpatient departments in obtaining missing registration information⁵. It is also known as the "verifications department." 40 AAA's work as insurance verifiers in PRFS – they constitute the entire unit's workforce. According to [Employee G], the work requires independent judgment – the AAA's must learn to interpret each insurance plan. The work they perform was not previously performed by CX unit members at clinics, to her knowledge. Prior to 2001, similar work was performed by Patient Biller III's. [Employee G] was not aware of the bargaining unit status of Patient Biller III's.

[Employee G] also supervises one AA individual from the "float pool." That person performs the same duties as an insurance verifier. According to [Employee G], it took approximately one month for a lead insurance verifier to train that float pool individual.

⁵ Not all UCLA Health System clinics contract with PRFS for services.

Union-called witness [Employee B] testified that she worked from the float pool for six months in the verifications department and was supervised by [Employee G]. She testified that she performed the same work as the AAA employees at that time, except that the AAA's placed their information in a separate electronic folder to which [Employee B] did not have access.

The final Employer witness was [Employee H], Director of Transplant Services. [Employee H] supervises four AAA's who are insurance verifiers⁶. She has a total of 200 total employees under her jurisdiction. Many of them are AA's who provide administrative support for transplant coordinators (RN's). Those AA's, according to [Employee H], are at a lower level than the four insurance verifiers.

UNION'S POSITION

The Union contends that the AAA job postings were almost identical to the duties the CX unit members had previously been performing in the jobs that had been eliminated. The Union argues that the majority of the work performed by the AAA's is the same work that had previously been performed by AA unit members.

Another factor that the Union believes is worth noting is the "level of responsibility." As a float AA employee, [Employee B] has worked side by side with AAA employees, under the same supervisor doing the same duties. Under the criteria "impact on the work unit," the Union argues that the CX employees have just as great an impact as the AAA positions.

The "level of complexity" ascribed to the AAA positions is not essentially more complex, but simply uses a different path to get the same information. These are, the Union contends, CX unit positions by another name. The Union requests that all of the AAA positions identified in this grievance be placed into its bargaining unit.

EMPLOYER'S POSITION

The Employer argues that the AAA positions were created to make the system more efficient, to provide better service, and to be more thorough. The Employer acknowledges that there are some elements of CX work in the AAA positions. But the essence of the AAA job, according to the Employer,

⁶ There was no testimony or other evidence on the history of the Transplant Service insurance verifier work.

is not clerical. Many jobs have a clerical component to them, including the AAA's. But the disputed jobs are much more than clerical.

The Employer asserts that the three most important factors are the level of responsibility, complexity of work, and independence of judgment. The Employer has ranked the positions in terms of level of responsibility into three groups. The first group, with the least duties added beyond CX level, consists of the PCC PCR's, the PCC PAR's, and the PAS Pre-registration AAA's. The second group, with even more duties added, consists of the PRFS insurance verifiers, the PCC Patient Financial Specialists, and the PAS Financial Specialists. The final group, with the most complex added duties, is the transplant insurance verifiers.

The Employer asks that the Union's grievance be denied.

DISCUSSION

The burden of persuasion falls on the Union in this case, since it concerns an allegation of a contract violation. The issue has been sharply and succinctly posed by the parties: are the positions in question performing bargaining unit work? It is incumbent upon the Union to show that they are doing so in order to prevail in this grievance.

It would be incorrect to apply a "one-size-fits-all" analysis to the diverse AAA positions that are in dispute. While they are all titled AAA, the positions vary widely. They have different UCLA titles, different job duties, different histories, and they reside in different departments. The Employer acknowledges that the various positions in fact differ in the degree to which they conform to the definitions of CX bargaining unit work. The Employer has organized the disputed positions into groups. The Union seeks to consider all of the positions as a whole. The undersigned favors the Employer's approach in this instance, and will analyze and make determinations on the various positions as separate groups.

The Employer has categorized the disputed positions into seven groups in four departments, plus another dispersed group that works throughout many outpatient clinics. For the purposes of this discussion and award, there will be eight groups. The first five groups are in the area of outpatient services. Those include the three disputed position groups within the Patient Communications Center (PCC): patient communication representative (PCR), patient authorization representative (PAR), and patient financial specialist (PFS). A separate department, Patient Registration Financial Services, also supports outpatient services. This department employs insurance verifiers, a disputed group. Also under

outpatient services are various positions dispersed throughout the clinics. These dispersed positions will be considered as a single group.

In the area of inpatient services is the Patient Access Services (PAS) department. In this department are two disputed groups: the pre-registration representatives, and the financial specialists.

Within the Transplant department is one disputed group: the insurance verifiers.

The parties stipulated that the above-cited Appendix S is to be applied by the arbitrator to the instant dispute. Appendix S consists of two lists of criteria. The first list enumerates the criteria that are to be used by the arbitrator in making a determination. In other words, this is a “to-be-considered” list.

Appendix S also includes a list of criteria that are not to be utilized by an arbitrator in making a determination. These, then, can be characterized as a “not-to-be-considered” list.

Not all of the criteria from Appendix S are relevant in this case. Appendix S on its face addresses a different scenario than the one before this arbitrator. Appendix S applies to the removal of individual positions from the bargaining unit and the designation of those positions as unrepresented. As such, many of the criteria do not apply in this grievance. Those Appendix S criteria apply to a single individual (or presumably a group of individuals) being redesignated.

The to-be-considered criteria that are not relevant in the instant case are:

- Impact of the position on the work unit
- Position, not person, for bona fide business reasons

The not-to-be-considered criteria that are irrelevant, for the same reason, are:

- Position, not person so not personality, financial need
- Longevity
- Performance
- Salary increase
- Retention (currently seeking promotional opportunities elsewhere on campus)
- Non applicable skill set
- Future projects

This leaves the following to-be-considered criteria for possible consideration:

- Majority of the work
- Nature or type of work
- Level of responsibility
- Campus standards
- Reporting relationships
- Scope of duties
- Complexity of work
- Independence of judgment
- License & certifications required for the position(s)

Of these remaining criteria, two are irrelevant, for different reasons than those cited above. “Campus standards” will not be considered, since there was no evidence presented about standards unique to this Los Angeles location as contrasted to other UC locations. “License & certifications” will not be analyzed, since there was no evidence presented in regard to any licensing or certification requirement for any of the disputed positions or for the CX positions offered in comparison.

Of the factors not to be considered by arbitrators, “Volume of work / workload” remains as a relevant factor in the instant case. Employer witnesses testified that the AAA positions entailed a greater volume of work than the AA bargaining unit position. As stipulated by the parties, this factor cannot be considered by the undersigned in the decision as to whether the disputed positions should be in the bargaining unit.

After this analytical culling, seven to-be-considered criteria remained⁷. They are:

- Majority of the work
- Nature or type of work
- Level of responsibility
- Reporting relationships

⁷ Higher levels of responsibility and complexity of duties often correlate with higher pay. In the instant case, the salary relationship between the disputed AAA positions and CX-represented positions is ambiguous. While the starting rate for the AAA positions is lower than the starting pay for the comparison group AA positions, the top pay is higher. For this reason, the issue of pay level was not considered a determining factor in this discussion and award.

- Scope of duties
- Complexity of work
- Independence of judgment

These remaining criteria will be applied in this discussion section, utilizing a preponderance of evidence standard. Each position group will be analyzed, using the following test: does a preponderance of the evidence show that this group performs bargaining unit work? If so, that position group shall be placed in the bargaining unit.

PCR and PAR positions in the PCC

First, the PCR and PAR positions in the PCC will be addressed. These positions have a unique status in this dispute, insofar as their creation was the triggering event for this grievance. The record is clear that these were new positions created in 2014. The work assigned to the positions was work that had primarily been performed in the individual clinics and in the Physician Referral Services (PRS) department, closed in 2014. The work, while admittedly more complex and based on new communication and technology systems, was in its essence the same work that had been performed by CX members.

This similarity is underscored by the AA job postings introduced into evidence. Both postings included verification of insurance as a job duty.

The issue of complexity was emphasized by the Employer in its presentation of evidence and its argument. To summarize, the Employer acknowledged similarities between the CX positions (including the ones previously held by the two employees that were replaced by the new AAA positions) and the disputed positions. However, the Employer contended, the newly created positions are more complex. As noted in the chart, complexity is one of the relevant analytical factors.

When asked to distinguish between the work at the PCC and the prior PRS, management witness [Employee D] identified the volume of work and the number of clinics serviced as the main differentiating factor. [Employee D] supervises the PCR's. Volume of work, as noted above, is a factor that may not be considered by an arbitrator in deciding this issue. The number of clinics serviced certainly adds to the complexity of the job. But it does not add a sufficient level of complexity so as to require exclusion of the positions from the bargaining unit.

Management witness [Employee C] supervises the PAR's. [Employee C] also supervised the two Union witness employees in the PRS, and as such has expertise under both systems. She testified that the main factor distinguishing the prior AA positions from the new AAA positions is in the AAA job description but has not yet been implemented. That distinguishing factor is the processing of referrals from within the UCLA system. Relying on a future job duty as the primary factor distinguishing these positions from bargaining unit positions undermines the Employer's argument in this case.

The Employer has chosen to title these disputed positions as "analysts" rather than the prior designation of "administrative assistants." Because a job has been given the title of "analyst" does not necessarily mean that the employee performs analytical work. PCR's and PAR's in the PCC perform complex work that is vital to the system. But they do so under a prescribed protocol. The work is incrementally more complex than the work previously performed by AA's within the CX unit. But this complexity does not necessitate the removal of this work from the bargaining unit.

The PCR and PAR positions in the PCC are to be placed in the CX bargaining unit.

PFS positions in the PCC

Also in the PCC are the AAA's titled Patient Financial Specialist. The work performed by these employees does not derive from work previously performed by CX unit members. In unrebutted testimony, [Employee D] stated that the PFS work had been performed by managers under the old system. She also indicated that the work involves identifying missing information on financial forms and "coaching" other employees on deficiencies.

The Union presented no evidence that CX unit employees typically "coach," direct or check the work of other employees. The Union has not met its burden that the PFS AAA's perform CX bargaining unit work pursuant to the CBA.

Therefore, the PFS positions are not to be placed in the bargaining unit.

Insurance Verifiers in the PRFS Department

Also in the outpatient area are the insurance verifiers in the PRFS department. The history of these positions differs from that of the PCC positions. The department has been in existence since 2001, and the AAA positions have constituted the entire department workforce. According to Employer witness [Employee G] those positions may have been Patient Biller III's prior to 2001. There was no evidence in

the record about the Patient Biller III: whether it still exists, whether it was a CX unit position, or how its duties compared to that of the AAA insurance verifiers.

The position history does not trace a direct or indirect line from CX work to the contested positions. However, other relevant connections between these insurance verifiers and the CX unit are present. CX unit members, including Union witness [Employee B], have worked as floaters in this department, performing substantially similar duties. Supervisor [Employee G] testified that she currently has an AA floater in her department. She stated that it takes one month to train an AA floater in insurance verifier duties. Also, work performed by AA's in the old PRS center included insurance verification work.

Valid arguments can be made for inclusion in and for exclusion from the bargaining unit of the PRFS insurance verifier positions. The relatively brief period of time required to train an AA to perform the AAA duties in the PRFS strongly supports the Union's position. The factors of complexity, type of work, reporting relationships, and exercising judgment tip the balance in favor of the Union's position.

The insurance verifiers in the PRFS department are to be placed into the CX bargaining unit.

AAA's assigned to various locations throughout the outpatient clinics

Finally, in regard to outpatient services, AAA's are assigned to various locations throughout the system. They perform scheduling, registration and authorization in clinics. However, no evidence was presented, either documentary or testimonial, on these positions. The record provides no basis for including these positions in the bargaining unit.

The AAA's performing scheduling, registration and authorization in outpatient clinics are not to be included in the bargaining unit.

Pre-registration AAA's and Financial Specialists in PAS

The next two groups are located on the hospital inpatient side of the system. Both groups work in Patient Access Services (PAS). Both positions, the pre-registration agents and the financial specialists, were newly created in 2000. According to unrebutted testimony by the Employer witness, prior to the year 2000 this work did not exist.

Two factors support the Union's position to include these PAS employees. One is that CX-represented financial counsellors already work in the department. According to Employer witness [Employee E], these financial counsellors are at a higher level than the AAA positions in dispute. This

point tends to undercut the employer's argument that the complexity and level of responsibility of these positions should exclude them from the bargaining unit. Also, the duties described by Union witness [Employee F] he performs as a CX-represented collections representative in the Patient Business Services Department appear, on their face, as complex as those of the PAS employees.

The over-riding problem for the Union's case in regard to these inpatient employees is insufficient evidence in the record linking the duties of the pre-registration and financial specialist employees to bargaining unit work. [Employee E] gave unrebutted testimony that the financial specialists, in particular, exercise independent judgment in their determinations. The testimony of [Employee E] also indicated that the specialists review work by other employees in making their determinations.

Notwithstanding the two points in favor of the Union's position noted in the prior paragraph, the preponderance of the evidence in regard to these two groups falls on the side of the Employer's request to exclude these positions from the bargaining unit.

The Pre-registration AAA's and Financial Specialists in PAS are not to be included in the unit.

Insurance verifiers in the Transplant Department

The last group to be discussed is the transplant department's insurance verifiers. The unique characteristic of this group in the context of this grievance is that this department already includes a large number of CX-represented positions. Unrebutted testimony is in the record that the AA's in the transplant department assist coordinators (RN's) and are at a lower level than the AAA's. A relatively small number of non-represented AAA's perform the insurance verification work. The Union did not make the case that these transplant positions are performing bargaining unit work and should therefore be included in the CX unit.

The insurance verifiers in the Transplant Department are not to be included in the bargaining unit.

AWARD

1. The grievance is sustained in part and denied in part.
2. The following Assistant Administrative Analyst positions at the UCLA Health System are doing bargaining unit work pursuant to the CBA. They are to be placed in the bargaining unit.
 - Patient Communication Representatives in the Patient Communications Center
 - Patient Authorization Representatives in the Patient Communications Center
 - Insurance Verifiers in the Patient Registration Financial Services Department
3. All other Assistant Administrative Analyst positions at the UCLA Health System performing scheduling, registration, and authorization are not doing bargaining unit work pursuant to the CBA and are not to be placed in the bargaining unit.
4. The arbitrator retains jurisdiction over the implementation of the remedy.



Paul D. Roose, Arbitrator

Date: January 30, 2015