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Memorandum of Understanding

University of California

and

University Council -

American Federation of Teachers

(formerly University Federation of Librarians)

PROFESSIONAL LIBRARIAN UNIT

April 1, 2008 - September 30, 2012



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AGREEMENT

This memorandum of understanding, hereinafter referred to as the "Agreement" is entered into by and between The Regents of the University of California, a corporation, hereinafter referred to as the "University" and the University Council - American Federation of Teachers (formerly University Federation of Librarians), hereinafter referred to as the "UC-AFT" (formerly UFL).

ARTICLE 1 RECOGNITION

- A. The University recognizes the UC-AFT as the exclusive bargaining agent for matters in the scope of representation for all librarians in the PERB-certified unit (SF-HR-17) at the University of California Berkeley, Davis, Irvine, Los Angeles, Merced, Riverside, San Diego, San Francisco, Santa Barbara, Santa Cruz campuses, and the Office of the President, excluding employees designated as managerial, supervisory, and confidential and excluding all University of California student employees whose employment is contingent upon their status as students.
- B. The recognized unit may be modified by agreement of the parties pursuant to the rules and regulations of the Public Employment Relations Board. Any approved modification automatically becomes part of this Agreement.
- C. The terms "librarian" or "librarians" in this Agreement, whether specifically stated or not when used, shall refer to librarians who are in the bargaining unit covered by this Agreement. The University recognizes librarians as academic employees.
- D. If the University establishes a new librarian title/title code, it shall provide written notice to the UC-AFT of the bargaining unit designation at least forty-five (45) days prior to the proposed implementation. If the UC-AFT does not respond within forty-five (45) days from the date of the notice, the University may proceed with implementation.

If the UC-AFT wishes to meet and discuss the new librarian title/title code, the UC-AFT will advise the University within forty-five (45) days from the date of the notice. Within thirty (30) days following the UC-AFT's request, the University and the UC-AFT shall meet and discuss the unit status of the new titles/title code. If the parties are unable to reach agreement, any disputes regarding proper bargaining unit status of such new titles/title codes may be resolved through existing PERB procedures. Bargaining unit assignments made by the University for new titles/title codes shall remain as originally assigned until the parties are in mutual agreement as to a different assignment or until the resolution of the matter through the existing PERB process.

- E. If the University proposes to move a title/title code, position, or individual in or out of the bargaining unit, it shall provide notice to the UC-AFT of such action at least forty-five (45) days prior to the proposed implementation. If the UC-AFT does not respond within forty-five (45) days from the date of the notice, the University may proceed with implementation.

If the UC-AFT wishes to meet and discuss the proposed action, the UC-AFT will advise the University within forty-five (45) days from the date of the notice. Within thirty (30) days following the UC-AFT's request, the University and the UC-AFT shall meet and discuss the proposed action. If the parties are unable to reach agreement, any disputes regarding the proper bargaining unit status of the affected title/title code, position, or individual may be resolved through existing PERB procedures. Proposals made by the University shall not be implemented until the parties reach agreement on the unit status of the affected title/title code(s), position(s), or individual(s) or the matter is resolved through the existing PERB process.

- F. If the University creates a new non-managerial, non-supervisory, non-confidential, non-Librarian Series position in one of the University libraries, and the incumbent in that position is required to hold an MLS, MLIS, MMIS, or equivalent library degree, the University will provide the UC-AFT with notice within thirty (30) days following the creation of the new non-Librarian Series position. If the UC-AFT wishes to meet and discuss the new position, the UC-AFT will advise the University within thirty (30) days of the date of the notice. Within thirty (30) days following the UC-AFT's request, the University and the UC-AFT shall meet and discuss the new non-librarian position. If the parties are unable to reach agreement concerning the unit status of the new position, any disputes may be resolved through existing PERB procedures. Bargaining unit

assignments made by the University for new non-Librarian Series positions shall remain as originally assigned until the parties are in mutual agreement as to a different assignment or until the resolution of the matter through the existing PERB process.

G. If the University proposes to create a new position in the Librarian Series outside the bargaining unit, it shall give notice to the UC-AFT.

H. The unit shall INCLUDE:

<u>Title Code</u>	<u>Job Title</u>
3612	Librarian - Career Status
3613	Librarian - Potential Career Status
3614	Librarian - Temporary Status
3616	Associate Librarian - Career Status
3617	Associate Librarian - Potential Career Status
3618	Associate Librarian - Temporary Status
3620	Assistant Librarian - Career Status
3621	Assistant Librarian - Potential Career Status
3622	Assistant Librarian - Temporary Status

I. The unit shall EXCLUDE:

All management, supervisory, and confidential employees as defined by the Higher Education Employer-Employee Relations Act, and all UC student employees whose employment is contingent upon their status as students.

ARTICLE 2 NONDISCRIMINATION

A. GENERAL PROVISIONS

The provisions of this Agreement shall be applied to all members of the unit within the limits imposed by law or University regulations without regard to age; citizenship; race; color; religious belief or non-belief; marital status; national origin; ancestry; sex; sexual orientation; gender identity; pregnancy (including pregnancy, childbirth, and medical conditions related to pregnancy and childbirth); physical or mental disability; medical condition (cancer-related or genetic characteristics); political affiliation; union activity; or service in the uniformed services (including membership, application for membership, performance of services, application for service, or obligation for service).

B. NONDISCRIMINATION IN EMPLOYMENT

1. It is the policy of the University not to engage in discrimination against or harassment of any person employed or seeking employment with the University of California on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services. This policy is intended to be consistent with the provisions of applicable State and Federal laws and University policies.

2. Sexual Harassment

The University of California is committed to creating and maintaining a community in which all persons who participate in University programs and activities can work together in an atmosphere free of all forms of harassment, exploitation, or intimidation, including sexual. Specifically, every member of the University community should be aware that the University is strongly opposed to sexual harassment and that such behavior is prohibited by law and by University policy. It is the intention of the University to take whatever action may be needed to prevent, correct, and, if necessary, discipline behavior which violates this policy.

3. Retaliation

University policy also prohibits retaliation against any employee or person seeking employment for bringing a complaint of discrimination or harassment pursuant to this policy. This policy also prohibits retaliation against a person who assists someone with a complaint of discrimination or harassment, or participates in any manner in an investigation or resolution of a complaint of discrimination or harassment. Retaliation includes threats, intimidation, reprisals, and/or adverse actions related to employment.

4. Complaints

Upon an employee's request, the campus academic affairs office shall provide information regarding applicable policies and procedures for resolving complaints of discrimination, harassment, or retaliation and for pursuing available remedies.

**ARTICLE 3
PROFESSIONAL ACTIVITIES AND DEVELOPMENT**

- A. Librarians are required to devote their time and energies to service on behalf of the University. Certain commitments established by the University will involve specific schedules and obligations that shall be met by the librarian. There shall be reasonable flexibility and reasonable individual discretion for librarians in the use of University time so that they may function as academic appointees of the University of California. Choice of other activities such as study, writing, research, public service, and requests to attend workshops, institutes, and conferences, as well as the choice of professional organizations in which to be active, are left to the discretion of the individual librarian. Responses to requests for funds must be communicated in writing. Decisions regarding the allocation of University funds to librarians for study, writing, research, public service and other professional development activities are not grievable or arbitrable. The decisions shall not be arbitrary, capricious, or unreasonable.
- B. The University shall provide funding and opportunities for research and other professional development activities. Other professional development activities include creative activities, professional meetings, conferences, seminars, and workshops. Such funding and opportunities shall be allocated and distributed on a competitive basis at the campus level in accordance with procedures that are established at each campus. The mix of funding between research and other professional development activities may fluctuate from year to year according to individual campus needs.
- C. Grant proposals other than those supported by funds described in Section D. and E. of this Article which designate a librarian as *Principal Investigator* are subject to approval at the sole discretion of the University, in accordance with Contracts and Grants Policy.
- D. In accordance with procedures established by the University, the following amounts will be allocated for members of the unit to use for research, creative activities, professional meetings, conferences, seminars and workshops.

The campus professional development funds shall be increased in accordance with the table below:

	<u>2006</u>	<u>7-1-09</u>	<u>7-1-10</u>
Berkeley	\$55,876	\$56,994	\$57,564
Davis	27,170	27,713	27,990
Irvine	23,930	24,409	24,653
Los Angeles	69,263	70,648	71,354
Merced	5,000	5,100	5,151
Riverside	21,330	21,757	21,975
San Diego	24,557	25,048	25,298
San Francisco	6,750	6,885	6,954
Santa Barbara	18,740	19,115	19,306
Santa Cruz	16,440	16,769	16,937

These funds shall be a minimum amount and shall not preclude the allocation of additional funds at the discretion of the University.

- E. A special University-wide research fund of up to \$24,300 shall be allocated by the Office of the President and distributed in accordance with procedures established by the University. This fund may be used to support research involving more than one campus, joint support with one or more campuses of a research project, and other similar research ventures such as individual research projects which cannot be funded at the campus level.
- F. Any encumbered balances in the campus funds or the University-wide research fund will be carried over into the next fiscal year. For the purpose of this Article encumbered funds are funds for which a commitment has been made to an individual.
- G. Nothing in this Article shall preclude librarians from applying for and receiving funding from other sources. Such awards shall not affect their eligibility for awards from the funds established in this Article.

ARTICLE 4

PROCESS FOR MERIT INCREASE, PROMOTION, AND CAREER STATUS

A. RESPONSIBILITY

- 1. Local campus procedures shall provide for the selection of members of a review committee to advise the designated University official on the merit increases, promotions, and career status actions for members of the Librarian Series in this bargaining unit. Appointees holding titles in the series shall compose the majority of this committee.
- 2. When the designated University official determines the need for an ad hoc review committee, local campus procedures shall provide for the nomination of members of ad hoc review committees to advise in the academic review of members of this series.

B. DEFINITIONS

- 1. A promotion is an advancement to a higher rank within this series.
- 2. A merit increase is an advancement in salary within rank in this series.
- 3. Career status is achieved upon successful completion of a suitable trial period in potential career status.

C. PROCEDURES

The following provisions shall apply:

- 1. The performance of each appointee shall be reviewed periodically and the review shall include participation by a review committee.

On the new salary scale, the normal intervals for academic review of incumbents in the librarian series are every two years in the Assistant Librarian rank, and every two years in the first six steps of the Associate Librarian rank, and every three years beginning with Step VII of the Associate Librarian rank through Step VII of the Librarian rank. Service at Associate Librarian Step VII and Librarian Steps V, VI, and VII may be of indefinite duration. However, reviews must be conducted at least every three years at these steps unless an individual or review initiator requests an earlier review.

- 2. A deferred review is the omission of an academic review during a year when a review would normally take place. It is a neutral action which can only be initiated with the written agreement of the reviewee.
 - a. A review may be deferred if prolonged absence or other unusual circumstances have resulted in insufficient evidence to evaluate performance. Reasons for review deferral must be in writing and all proposed deferrals must be submitted for written recommendations to the designated University official. The University's decisions concerning review deferrals shall not be subject to grievance and arbitration.

- b. When a deferral takes place, the review is deferred for one year whether a person's review cycle is 2 or 3 years. Hence deferral for an additional, consecutive year should be regarded as a new request and thus subject to the same procedure. After the completion of a review which has been deferred, the review cycle will resume anew at the 2 or 3 year interval.
3. The Call for merit increases, promotions and career status actions and the calendar of due dates for the review process shall be issued and distributed each year to every member of the librarian series no later than thirty (30) days prior to the first required action following issuance of the Call in the procedures. The librarian shall be notified of the decision normally within nine (9) months of the first required action. This deadline may be extended upon the mutual agreement of the parties.
4. All members of the librarian bargaining unit will be informed in writing, on a yearly basis, of their eligibility for review.
5. A member of the librarian bargaining unit who is not normally eligible for a review during a particular review cycle may request and receive an accelerated review during that cycle. The decision regarding the librarian's request shall be made in accordance with campus guidelines.
6. The University shall notify the candidate of the impending review and shall inform the candidate about the review process, including the criteria to be used.
7. The candidate shall be given the opportunity to ask questions and to supply information and evidence to be evaluated in the review.
8. The University may solicit letters evaluating the candidate from qualified persons, including a reasonable number of persons whose names have been provided by the candidate. The decision whether or from whom to solicit letters shall not be subject to grievance and arbitration.
 - a. The candidate may provide in writing to the review initiator or other appropriate person, names of persons who in the view of the candidate, for reasons provided by the candidate, might not objectively evaluate in a letter or on a committee, the candidate's qualifications or performance. Any such statement provided by the candidate shall be included in the academic review file. The University decision regarding the requested disqualification shall not be subject to grievance and arbitration.
 - b. In soliciting letters of evaluation or following the receipt of an unsolicited letter, the University shall include, attach or send a statement regarding confidentiality of such letters.
 - c. All such letters used in the review, even if unsolicited, shall be included in the file.
9. An academic review file shall be prepared for each candidate who is being considered for a merit increase, promotion, or career status action. The review initiator is responsible for preparing the candidate's review file, which consists of the review initiator's letter of recommendation together with pertinent additional letters, if any, including those letters solicited from individuals as provided for in 8. above, and required documents.

The review initiator's letter of recommendation, without disclosing the identities of sources of confidential documents, shall discuss the proposed personnel action in light of the criteria and substantiated by supporting evidence contained in the file. The letter of recommendation shall provide a comprehensive assessment of the candidate's qualifications, together with detailed evidence to support the evaluation, including an up-to-date biography and bibliography. The letter may also present a report of consultation with appropriate members of the professional library staff and others in a position to evaluate performance and may include any dissenting opinions.
10. Before forwarding the academic review file to the next level of review, the review initiator shall provide the candidate an opportunity to inspect all documents to be

included in the review file other than confidential academic review records as defined in Article 7, Personnel Files. A copy of the review initiator's letter of recommendation shall be provided to the candidate.

11. The University shall provide to the candidate, upon written request, a redacted copy of the confidential documents included in the record.
12. The candidate may submit for inclusion in the record a written statement in response to or commenting upon material in the file.
13. Upon completion of the procedures described above, a statement shall be signed by the candidate certifying that the prescribed procedures have been followed. A documentation checklist listing the contents of the review file shall also be signed by the candidate. The certification statement and the documentation checklist shall be included in the review file.
14. Decisions and recommendations of the review committee(s) shall be based solely upon material within the review packet.
15. If, during subsequent review of a recommendation, the review file is found to be incomplete or inadequate by the reviewer or review committee, additional information shall be solicited through the designated University official who will inform the candidate that such new material is being added to the review file. The candidate shall have access to all non-confidential material added to the file and upon request, a redacted copy of the confidential documents shall be provided to the candidate. The candidate shall also be provided the opportunity to submit a written statement in response to the additions to the review file. The review shall then be based upon the personnel review file as augmented.
16. No documentation other than the recommendation(s) of the review committee(s) may be added to the review file without annotation of the certification statement and the documentation checklist.
17. The review file shall be referred to a review committee. On the basis of all evidence in the review file including the report from an ad hoc review committee, if any, the review committee will submit a comprehensive report and recommendation for action to the designated University official.
 - a. In conducting its review and arriving at its recommendation concerning a candidate, each review committee shall be guided by the criteria.
 - b. The report of the review committee(s) shall be submitted to the University's deciding officer.
 - c. The deliberations and recommendations of the review committees are to be strictly confidential.
18. In cases of promotion, conferral of career status, or recommendation for termination of appointment, if the preliminary assessment of the University's deciding officer is contrary to the recommendations of the review committee, the University's deciding officer shall notify that committee with respect to the assessment. The review committee shall be given the opportunity for further comment before the final decision is made.
19. In a case of promotion, conferral of career status or recommendation for termination of appointment, if the University's deciding officer's preliminary assessment is to terminate appointment or not to confer career status, the candidate shall be notified of the opportunity to request access to records in the academic review file, subject to Article 7, Personnel Files. The candidate and review initiator shall then have the opportunity to respond in writing and to provide additional information and documentation.
20. The designated University official shall inform the candidate in writing of the final administrative decision. Upon request, a candidate shall receive, from the University's deciding officer, a written statement of the reasons for his/her decision and, if requested, a redacted copy of the confidential documents in the academic review file. Such a statement shall not disclose the identities of persons who were sources of confidential documents.

21. An arbitrator shall have the authority to determine whether the University has violated a procedure set forth herein. However, in any grievance alleging a violation of this Article, the arbitrator shall not have the authority to review any decision to:
 - a. Initiate an academic review;
 - b. Award or deny a merit increase;
 - c. Award or deny a promotion;
 - d. Award or withhold career status;
 - e. Terminate a librarian following academic review.

If the arbitrator finds that the alleged violation had a material, negative impact on the outcome of the review, the arbitrator's remedy shall be limited to directing the University to repeat, to the extent practicable, the review process from the point at which the violation occurred.

ARTICLE 5 CRITERIA FOR APPOINTMENT, MERIT INCREASE, PROMOTION, CAREER STATUS ACTIONS

A. Appointments

1. A candidate for appointment to this series shall normally be required to have a professional degree from a library school with a program accredited by the American Library Association. However, a person with other appropriate degree(s) or equivalent experience in one or more fields relevant to library services may also be appointed to this series.
2. Selection of an individual to be appointed to the rank of Assistant Librarian is based upon the requirements of the position with due attention to the candidate's demonstrated competence, knowledge and experience. A person appointed as Assistant Librarian without previous professional library experience should normally be appointed at Step I. A person who has had previous experience relevant to the position may be appointed to one of the higher salary levels in this rank, depending on the candidate's aptitude, the extent of prior experience, and/or the requirements of the position.
3. A candidate with extensive previous relevant experience and superior qualifications who is being considered for a highly demanding and responsible position should be appointed to one of the two higher ranks in the series. The criteria for the appointment to either of these levels will be the same as those for promotion as outlined below.

B. Merit Increases and Promotions

1. At the time of original appointment to a title in this series, each appointee shall be informed that continuation or advancement is justified only by demonstrated skills and achievement which will be determined after objective and thorough review. If, on the basis of a review, the individual does not meet the criteria for continuation or advancement, there is no obligation on the part of the University to continue or to promote. On the other hand, accelerated promotion is possible if achievement has been exceptional. An appointee will be eligible for promotion only if there are demonstrated superior professional skills and achievement. For some, promotion may involve a position change; for others, promotion may not necessarily involve position change but will depend upon increased responsibility as well as growing competence and contribution in the same position. The assumption of administrative responsibilities is not a necessary condition for promotion.
2. A candidate for merit increase or promotion in this series shall be judged on the basis of professional competence and quality of service rendered within the library and, to the extent they are relevant, one or more of the following: professional activity outside the library; University and public service; and research and other creative activity.

3. The criteria as set forth in detail below are intended to serve as general guidelines and do not preclude consideration of other unique service to the University. In considering individual candidates, reasonable flexibility is to be exercised in weighing the comparative relevance of these criteria.

a. Professional Competence and Quality of Service Within the Library

- 1) Although contribution in each of the following areas will vary considerably from person to person depending on each person's primary functions as a librarian, performance and potential shall be reviewed and evaluated in any or all of the five major areas of librarianship: selection and development of resources; bibliographic control of collections and their organization for use; reference and advisory service; development and application of specialized information systems; and library administration and management. Additionally, librarians should be judged on consistency of performance, grasp of library methods, command of their subjects, *continued growth in their fields, judgment, leadership, originality, ability to work effectively with others, and ability to relate their functions to the more general goals of the library and the University.*
- 2) Evidence of effective service may include the opinions of professional colleagues, particularly those who work closely or continuously with the appointee; the opinions of faculty members, students, or other members of the University community as to the quality of a collection developed, for example, or the technical or public service provided by the candidate; the opinions of librarians outside the University who function in the same specialty as the candidate; the effectiveness of the techniques applied or procedures developed by the candidate; and relevant additional educational achievement, including programs of advanced study or courses taken toward improvement of language or subject knowledge.

b. Professional Activity Outside the Library

A candidate's professional commitment and contribution to the library profession should be evaluated by taking account of such activities as the following: membership and activity in professional and scholarly organizations; participation in library and other professional meetings and conferences; consulting or similar service; outstanding achievement or promise as evidenced by awards, fellowships, grants; teaching and lecturing; and editorial activity.

c. University and Public Service

Recognition should be given to those who participate effectively and imaginatively in library-wide and University service (including serving on campus or University-wide administrative or academic committees), and in professional librarian services to the community, the state, and the nation.

d. Research and Other Creative Activity

Research by practicing librarians has a growing importance as library, bibliographic, and information management activities become more demanding and complex. It is therefore appropriate to take research into account in measuring a librarian's professional development. The evaluation of such research or other creative activity should be qualitative and not merely quantitative and *should be made in comparison* with the activity and quality appropriate to the candidate's specialty. Note should be taken of continued and effective endeavor. Reports, handbooks, manuals, and similar documents may be considered under this heading only if they present new ideas or incorporate research; otherwise, they should be regarded solely as evidence of professional service.

**ARTICLE 6
DEFINITION, CRITERIA, AND TERMS OF SERVICE FOR APPOINTMENT
AND PROMOTION**

A. DEFINITION

The librarian series is used for academic appointees who provide professional services in the University libraries in support of the University's educational, research, and public service functions. These services include:

1. selection and development of resources;
2. bibliographic control of collections and their organization for use;
3. reference and advisory services;
4. development and application of specialized information systems;
5. library administration and management; and
6. research where necessary or desirable in relation to the foregoing.

B. CRITERIA

1. A candidate for appointment shall have a professional background of competence, knowledge, and experience to assure suitability for appointment to this series. Such background will normally include a professional degree from a library school with a program accredited by the American Library Association. However, a person with other appropriate degree(s) or equivalent experience in one or more fields relevant to library services may also be appointed to this series.
2. A candidate for merit increase or promotion in this series shall be judged on the basis of the first of the following criteria, and, to the extent they are relevant, on one or more of the last three:
 - a. professional competence and quality of service within the library;
 - b. professional activity outside the library;
 - c. University and public service; and
 - d. research and other creative activity.

In the consideration of individual candidates, reasonable flexibility shall be exercised in weighing the comparative relevance of these criteria.

3. Promotion shall be justified by demonstrated superior professional skills and achievement and, in addition, demonstrated professional growth and accomplishment and/or the assumption of increased responsibility. The assumption of administrative responsibility is not a necessary condition for promotion.
4. An explanation of these criteria is set forth in Article 5 - Criteria for Appointment, Merit, Increase, Promotion, Career Status Actions.

C. TERMS OF SERVICE

1. An appointment in this series may be an explicitly temporary appointment, a potential career appointment, or a career appointment, depending on the circumstances as described below. However, an initial appointment to a title at any rank in this series may only be a temporary appointment or a potential career appointment.
2. A potential career appointment is distinguished from an explicitly temporary appointment by the fact that no definite date of termination of the appointment is specified and by the fact that the appointee is regarded as one who may qualify, after a suitable trial period and careful review, for a continuing career

appointment.

3. Potential career appointees in the librarian series are eligible for career status, merit increases, and promotion through the ranks from Assistant Librarian to Librarian. Temporary appointees are eligible for merit increases on the same bases as potential career and career status appointees.
4. The status of career appointment is achieved only after a trial period in potential career status. The process by which one achieves career status is described subsequently.
5. The following principles and procedures shall be applied to appointments, promotions, and terminations of potential career or career appointees:
 - a. An individual holding the rank of Assistant Librarian and whose appointment is not explicitly temporary is considered to be in potential career status for the period of the appointment in this rank. During potential career status, the individual shall be subject to periodic reviews of performance, professional competence, achievement, and promise. If, after such reviews, the appointee is promoted from the rank of Assistant Librarian to higher rank in this series, the individual is thereby moved to career status. On the other hand, an Assistant Librarian is subject to termination after due notice if, after thorough review and a reasonable trial period (not more than six years), he or she is not deemed worthy of further advancement.
 - b. An individual whose initial appointment in this series is to the rank of Associate Librarian and whose appointment is not explicitly temporary is considered to be in potential career status for a trial period of not more than four years and not less than two years in the rank, unless promoted sooner to the rank of Librarian. During potential career status, the individual shall be subject to periodic review of performance, professional competence, achievement, and promise. The trial period will be brought to a close with one of three decisions made after appropriate review as specified in campus peer review procedures: place the appointee in career status with the rank of Associate Librarian; promote to the rank of Librarian with career status; or terminate the appointment after due notice.
 - c. An individual who is promoted from career status as an Associate Librarian to the rank of Librarian is thereby continued in career status. However, there is no obligation on the part of the University to promote an Associate Librarian to the rank of Librarian solely on the basis of years of service.
 - d. An individual whose initial appointment in this series is to the rank of Librarian and whose appointment is not explicitly temporary is considered to be a potential career appointee for a trial period of not more than three years and not less than two years in rank. During potential career status, the individual shall be subject to periodic reviews of performance, professional competence, achievement, and promise. The trial period will be brought to a close with one of two decisions made after appropriate review as specified in campus peer review procedures: place the appointee in career status with the rank of Librarian; or terminate the appointment after due notice.
 - e. An appointee in career status either as an Associate Librarian or as a Librarian, having successfully passed the trial period of service in either one of the ranks or having been promoted to one of these ranks from a lower rank, is expected to continue to perform the duties of the position at a satisfactorily high standard. Reviews of the appointee will be conducted at regular intervals to determine if a merit increase or promotion is indicated. If there is reason to doubt that the career appointee is performing satisfactorily, a review of the appointee to coincide with a regularly scheduled review will be conducted. If such a review does not coincide with a regularly scheduled review, a review not at a regular interval or an off-cycle review will be conducted in accordance with established campus review procedures; and if this review results in an

unfavorable evaluation, the appointee may be subject to termination after due notice. Otherwise, the appointment will be continued. The appeals procedures in Article 28, Alternative Dispute Resolution are available as a protection against arbitrary, capricious, or unreasonable termination.

- f. In the event of an intercampus transfer, the following provisions shall apply to the status of potential career and career appointees: the normal period of potential career status shall not be lengthened as a result of an intercampus transfer; career status acquired on one campus shall be continued upon transfer to another campus; and promotion in rank at the time of an intercampus transfer shall confer career status.
6. The effective dates of an appointment is the initial date of the change for purposes of payroll and record keeping and indicates the first day on which the payment begins for appointments. The effective date of merit increases and promotions will normally be July 1, although exceptions may be approved by the designated campus official.
 7. The following rules of computation will be observed for determining periods of service at ranks and steps in this series.
 - a. A period of service is calculated from the beginning of the first complete calendar month of service.
 - b. A fiscal-year appointee with an effective date of appointment in the period of July 1 through January 1 will receive one year of service credit for that year at rank and step.
 - c. A fiscal-year appointee with an effective date of appointment in the period January 2 through June 30 will not receive service credit for that year.
 - d. Completed years of service will be counted regardless of the percentage of time of appointment.
 - e. Any break in service because of leave without salary, layoff, or resignation does not invalidate service prior to the interruption.
 - f. Service on any campus of the University of California is included, although for statistical purposes an intercampus transfer is considered an appointment at the new campus.
 - g. Any leave with salary is included as service, but leave without salary is not included for purposes of determining completed years of service.
 - h. For purposes of review, an appointee must have worked at least six (6) months of the period under review. A period under review may be a calendar year or other 12-month period or multiple thereof, in accordance with the review cycles defined in Article 4. [E.g., an appointee with an effective date of appointment in the period January 2 - June 30 and a period of review based on the calendar year could be reviewed at the next review period, depending on the rank and step of appointment.]
 - i. A temporary appointee whose appointment continues into a new fiscal year will be reviewed according to the review cycles defined in Article 4 and the guidelines established in this Article.

ARTICLE 7 PERSONNEL FILES

A. ACCESS

An accessible personnel file is the official personnel file for employment and personnel actions which do not involve review, evaluation, and assessment activities. Librarians shall have the right of access to all non-confidential reports, documents, correspondence, and other material in their personnel file(s). Librarians shall be entitled to redacted copies of confidential material, if any, in their personnel file(s).

B. RIGHT TO INSPECT

The University shall designate an office in which the personnel file shall be maintained. The University shall also designate an office with overall responsibility for personnel files. The office so designated will be the office to which a librarian would make a request to inspect his or her file(s). Librarians shall have the right to have a person of their choice accompany them to inspect their files(s) so long as the person chosen is not a supervisor, manager or confidential employee. Upon reasonable notice, the librarian, with or without a representative, may examine non-confidential material in the librarian's personnel file(s). Librarians may give written authorization to a representative to review their file(s) in their absence. The written authorization shall be valid for thirty (30) calendar days from the date of the signature of the authorization or within a written time limit specified by the librarian, whichever is shorter. The representative shall be entitled to examine all non-confidential material except that only the librarian may receive any redacted copies of confidential material. Records protected by recognized legal privilege and records exempted from disclosure by law may be withheld from the librarian and the librarian's representative. Subject to these exceptions, unsolicited documents shall not be confidential.

C. RIGHT TO COPY MATERIAL

Under normal circumstances, within ten (10) working days of a written request, a librarian shall be given a complete copy of the requested non-confidential items in the personnel file and a listing of the types of confidential material within the file. If a written request for a redacted copy of confidential material in a personnel file is received by the University, the request shall be fulfilled within thirty (30) working days, under normal circumstances. The University will provide the first copy of such material at no cost to the librarian. Subsequent copies will be provided at a cost of ten cents (\$.10) per page.

- D.** Any non-confidential item placed in a personnel file shall be clearly identified as to its source or originator and its date of receipt by the University.
- E.** A librarian may request, in writing, corrections or deletions of materials in his or her personnel file if the librarian believes the material is not accurate, relevant, timely, or complete. The request to the appropriate University official shall include the reason(s) for the correction or deletion. This statement shall become part of the librarian's file. Within thirty (30) calendar days, the University shall determine whether the request will be honored and so inform the librarian in writing. If the request is denied, the reasons shall be included in the written notice.
- F.** Only authorized personnel shall have access to a librarian's personnel file. Such access shall be solely for official University business.
- G.** Confidential material, legal privilege, and records exempted by law from disclosure shall be as defined in the California Evidence Code or by other statutes and relevant case law and shall not be subject to the Grievance and Arbitration procedures of this Agreement.

ARTICLE 8 ASSIGNMENTS, TRANSFERS, AND REASSIGNMENTS

A. GENERAL PRINCIPLES

Professional librarians are required to perform their Criterion 1 duties and, for purposes of review for merit increases and/or promotion, may be expected to show evidence of achievement in Criteria 2, 3, or 4 in accordance with local campus procedures. Professional librarians should not be subjected to unreasonable or excessive workload demands.

B. ASSIGNMENTS

1. Each librarian shall receive a statement of responsibility within thirty (30) days of his/her date of hire. Statements of responsibility shall include a general description of duties assigned to the librarian.
2. The statement of responsibility shall be reviewed by the librarian and his/her supervisor within thirty (30) days of his/her date of hire and at the

commencement of each review period. The librarian shall receive a copy of the statement of responsibility and shall indicate his/her receipt of its content by signing the document. A copy of the statement of responsibility shall be placed in the librarian's personnel file.

3. If significant permanent or interim duties are added to a position during a review period, a description of such additional duties shall be reduced to writing, added to the librarian's statement of responsibility and placed in the librarian's personnel file. Such supplement to the statement of responsibility must be added to the personnel file in a timely manner. The librarian shall receive a copy of all such supplements to the statement of responsibility and shall indicate his/her receipt of its content by signing the document. The supplement shall be reviewed with the librarian upon request.
4. If a librarian thinks that his/her assignment(s) are unreasonable or excessive, s/he should confer with his/her supervisor. If questions about the assignment(s) are still outstanding, the librarian may appeal to the next level of supervision. A record of the appeal and its outcome shall be included in the librarian's personnel file. The Assistant, Associate, or Deputy University Librarian, or appropriate University designee shall have the final decision on the assignment.

C. TRANSFERS

When a librarian is appointed in the Librarian Series at another campus or a different department on the same campus of the University of California without a break in service, the librarian shall retain career status, seniority for purposes of merit review and promotion, accrued sick leave, vacation, and retirement credits.

D. REASSIGNMENTS

1. When the University takes an action to change the organizational unit or reporting relationship of a librarian, a reassignment has occurred. Reassignments may be full-time or part-time, voluntary or involuntary, or temporary or permanent. A temporary reassignment shall have a specified ending date. A written description of the new assignment, including its reporting relationship, and duration if not indefinite, shall be given to the affected librarian. Normally, the description of the new assignment shall be given to the librarian prior to or at the time of the reassignment, but it shall be given no later than ten (10) working days after the commencement of the new assignment.
2. When an involuntary reassignment is anticipated, a written description of the new assignment, including its reporting relationship, and duration if not indefinite, shall be given to the affected librarian and the University will offer to meet with the librarian prior to the change to discuss the proposed change. The University will consider alternatives to the proposed changes. Normally, the description of the new assignment shall be given to the librarian prior to or at the time of the reassignment, but it shall be given no later than ten (10) working days after the commencement of the new assignment.
3. In the event the University determines that an involuntary reassignment requires skills not held by the affected librarian, the University shall provide the necessary training and/or continuing education.
4. Reassignment is not a form of corrective action and does not affect the rank, step, and career status of the librarian.
5. A librarian may volunteer for reassignment; however, the University is under no obligation to accept this offer from the librarian.

ARTICLE 9
LAYOFF

A. DEFINITIONS

1. A layoff is a separation from employment or reduction in percentage of appointment because of budgetary reasons or lack of work which may be caused by reasons such as programmatic change or reorganization. Layoffs may be indefinite or temporary.
 - a. a temporary layoff is a layoff in which the University specifies a date for recall to work, but in no case shall the layoff be greater than six (6) months in duration.
 - b. an indefinite layoff is a layoff for which no date for recall to work is specified.
2. Recall is reinstatement to the same position at the same percentage of appointment from which the librarian was laid off.
3. Reemployment is appointment of a laid-off librarian to a non-temporary position in the bargaining unit at the same campus other than the position from which the librarian was laid off.
4. An emergency layoff is a layoff the need for which is sudden or unforeseen. An emergency layoff can be either temporary or indefinite.

B. NOTICE

1. Ninety (90) calendar days before a layoff is to be implemented, the University will notify the UC-AFT of its decision to lay off.
2. The librarian to be laid off shall be given written notice of the effective date, type, and, where appropriate, duration of the layoff at least ninety (90) calendar days in advance of the date of the layoff.
3. The librarian shall be eligible for recall or reemployment as of the date of the notice. The period of recall or reemployment rights (per Section F) begins on the effective date of the layoff.
4. *Within twenty (20) calendar days after notification to the UC-AFT of the layoff, the University will provide to the UC-AFT available financial or other information related to the layoff.*
5. In the event it becomes necessary to convert a temporary layoff to an indefinite layoff, the librarian on temporary layoff shall be given notice of a change to indefinite layoff status at least thirty (30) calendar days in advance of the date of the change. *The UC-AFT shall also be given notice of the reasons for the change thirty (30) calendar days in advance of the date of the change.*
6. In the event of conversion of a temporary layoff to an indefinite layoff, the librarian shall be eligible for recall or reemployment as of the date of the notice as provided in B.5. above. Rights to recall and reemployment as specified in Section F.1.a. and F.2.a. of this Article commence on the effective date of the indefinite layoff.
7. In the event of a layoff occasioned by an emergency, the provisions of B.1., B.2., and B.3. do not apply.

C. DETERMINATION

1. The University shall determine when layoffs are necessary. Prior to the layoff decision, the University will consider attrition, retirement, and other voluntary reductions in staffing within the layoff unit that may, as determined by the University, make layoffs unnecessary.

2. The University shall determine the layoff unit(s) at each campus, and select the title code(s) and/or functions within a title code which are to be subject to layoff. The University shall notify the UC-AFT of the unit(s) of layoff at each campus and shall provide updated information as necessary.
3. Upon request of the UC-AFT, the University will meet to discuss the effects of the layoff(s).

D. ORDER OF LAYOFF

1. The order of layoff within the layoff unit shall be on the basis of special skill, knowledge, or ability, as determined by the University, essential to operation of the library or information center. When there is no substantial difference, retention will be in the following order:
 - a. appointees with career status;
 - b. appointees with potential career status;
 - c. temporary appointees.

Within the above categories seniority shall determine the order of layoff.

2. If, as determined by the University, application of seniority would impair the University's ability to achieve or maintain affirmative action goals, objectives, or responsibilities, seniority need not be followed.
3. When seniority is not the determining factor in the order of layoff, the University shall notify the UC-AFT of the reason(s) that led to the decision.
4. Each campus shall notify the UC-AFT of posted bargaining unit positions.

E. SENIORITY

1. For purposes of this Article, seniority is based upon the number of months of continuous service in the Librarian Series or other academic title(s) at fifty percent (50%) or more of full time on pay status and is prorated accordingly. Employment in the Librarian Series or other academic title(s) at the University prior to a break in service shall not be counted.
2. Recall or reemployment in a bargaining unit position within the period of right to recall or reemployment, or return after an approved leave of absence taken to avoid layoff, provides continuity of service, continuation of previous seniority, reinstatement of unused sick leave, and retention of career status.

F. RECALL AND REEMPLOYMENT

1. Recall: When the University decides to fill the same position from which the librarian has been laid off, the librarian shall be recalled to the position at the same rank and step and with career status (if attained prior to being laid off) provided:
 - a. the librarian is within one (1) year of being placed on layoff; and
 - b. the librarian is available to begin work.
2. Reemployment: When the University decides to fill a non-temporary position in the bargaining unit at the campus from which the librarian has been laid off, a librarian with career status shall be reemployed with career status at his/her previous rank and step, and a librarian with potential career status shall be reemployed at the same or lower rank and step, provided:
 - a. the librarian is within one (1) year of being placed on layoff; and
 - b. the librarian on layoff is determined to be qualified, in accordance with local campus procedures; and

- c. the librarian is available to begin work.
- 3. If more than one (1) qualified person is on layoff from the same campus, the order of reemployment shall be by seniority with preference for a librarian with *career status*, except that a librarian who possesses special skills may be reemployed regardless of seniority or career status.
- 4. The University shall keep a roster of any librarians who have been laid off during the preceding twelve (12) month period. This list shall be updated monthly.
- 5. If a librarian with career or potential career status on layoff accepts a temporary appointment:
 - a. their right to recall or reemployment is not terminated; and
 - b. their position on the layoff roster is not affected.
- 6. *The right to recall or reemployment terminates if a librarian:*
 - a. fails to respond affirmatively to University inquiries concerning the desire of the librarian to return to work; or
 - b. refuses an offer of recall or reemployment at the same percentage of appointment and at the same or higher rank and step; or
 - c. accepts another appointment in the Librarian Series in the University.

G. LIBRARIANS WITH TEMPORARY APPOINTMENTS

- 1. A librarian with a temporary appointment who is laid off shall have recall or reemployment rights to temporary positions at the same or lower rank and step, coterminous with the original expiration date of the temporary appointment.
- 2. A qualified librarian with career or potential career status on layoff will be offered a temporary position before a librarian with a temporary appointment on layoff.

**ARTICLE 10
HEALTH AND SAFETY**

- A. The UC-AFT and the University agree that the safety of each librarian is a concern of the employer and the union.
- B. The University agrees that it has the responsibility and will make reasonable efforts to provide, maintain, and supervise working conditions and equipment and will comply with appropriate and applicable federal, state, and local statutes and regulations regarding health and safety conditions.
- C. It is also agreed that librarians are responsible for cooperating with all aspects of the safety and health program, including compliance with all rules and regulations for continuously practicing safety while performing their duties. Each librarian has the additional responsibility of reporting unsafe conditions or equipment to a designated University official.
- D. The University agrees to provide, maintain, and supervise at each campus a program for environmental health and safety and a plan for disaster/emergency response. Local campus procedures for health and safety must include, but not be limited to, the following program elements:
 - 1. Environmental Sanitation
 - 2. Industrial Hygiene
 - 3. General Safety
 - 4. Fire Protection
 - 5. Occupational Health and Medicine

Application of the Grievance and Arbitration procedures to this Paragraph D. is limited solely to the failure to include the above provisions in local campus procedures. The

only remedy available is thus limited to an order that such provision be added to local campus procedures.

ARTICLE 11 UC-AFT RIGHTS

A. MEETINGS

The UC-AFT and the University designee(s), at the request of either party, shall meet to discuss problems of mutual concern. Up to three (3) UC-AFT representatives shall receive a reasonable amount of time, without loss of compensation, for meetings with Office of Labor Relations representatives. Whenever practicable, meetings concerning a local campus problem will be held on the affected campus.

B. MASTER EMPLOYEE LISTS

The University will provide the UC-AFT with a monthly list of all bargaining unit librarians, showing names, title codes, dates of hire, campus department address, and home addresses provided the librarians have agreed to release their home addresses.

C. MASTER LIST UPDATES

The University will provide the UC-AFT with a weekly change report containing any changes to the information, the names of librarians who have resigned, retired, or have been terminated, as well as information on new hires.

D. COPIES OF THIS AGREEMENT

As soon as practicable after a review of the material by the UC-AFT, the University shall print the document. A copy of this Agreement shall be given by the University to each librarian, including any librarians who are hired after the effective date of this Agreement. The University and the UC-AFT shall share in the cost of the printed copies that are distributed to unit librarians. The University and the UC-AFT shall each bear the cost of printed copies they require for themselves.

E. USE OF FACILITIES

Subject to the campus time, place, and manner rules for employee organizations, the UC-AFT shall be able to use general classrooms and meeting rooms when not in use for University purposes. Information tables may be used in accordance with the campus time, place, and manner rules for employee organizations. The UC-AFT shall have the right to post union notices on bulletin boards in accordance with campus time, place, and manner rules. Such notices shall be no larger than 8.5 x 14 inches, shall contain the name or letterhead of the UC-AFT and shall be dated. Such material may be removed after thirty (30) calendar days. No literature or other material may be affixed to furniture, walls, floors, ceilings, elevators, stairways, light fixtures, doors, window coverings, or similar objects or fixtures. Distribution of materials shall be subject to the time, place, and manner rules of the campus and shall be made by librarians outside of their work time and during meal times.

F. MEMBERSHIP SOLICITATION

The UC-AFT and its members shall not attempt to solicit or sign up members during work time.

G. U. S. MAIL DELIVERY AND USE OF MAILBOXES

United States mail which is received by the University bearing a name and specific campus address will be distributed to the librarian in the normal manner. Where employee mailboxes exist for Unit 17 members, the Union shall have reasonable use of them. Where such mailboxes are in a restricted work area or where mailboxes do not exist for employees, the University will distribute Union mail by the normal method.

H. USE OF MAILBOXES

In locations where employee mailboxes exist, the UC-AFT may reasonably use such boxes in accordance with existing campus procedures.

I. INFORMATION REQUESTS

The University will provide the UC-AFT copies of any updates and changes to the Academic Personnel Manual, local campus manuals or regulations that relate only to librarians in the bargaining unit. UC-AFT requests for personnel and budgetary information and reports relating to employment conditions of librarians shall be fulfilled to the extent required by law. The UC-AFT will bear all appropriate costs associated with additional copies or other information requests.

J. UC-AFT LEAVE

In the event that a Unit 17 librarian is elected statewide president of the UC-AFT, said librarian may apply to the appropriate UC campus administrator for an unpaid leave at 50% for a year's duration. The request shall be submitted at least 60 days prior to the commencement of the leave. The request shall not be unreasonably denied.

K. UNION STEWARDS

The UC-AFT will provide the Office of Labor Relations with a list of designated Unit 17 stewards, not to exceed one steward for each campus. It is understood that as professional, exempt employees, librarians designated as union stewards are provided with reasonable flexibility in the use of their time to complete assigned responsibilities.

ARTICLE 12 RELEASE TIME

One UC-AFT bargaining team member from each campus shall be provided paid release time to attend scheduled bargaining sessions for the purpose of negotiating a successor agreement. When possible, UC-AFT bargaining team members shall provide at least two weeks notice to their supervisors prior to a bargaining session. Permission for release time shall not be unreasonably withheld. The number of persons on release time may be subject to change under new ground rules adopted for negotiating a successor agreement, but this provision shall govern in the absence of any agreement regarding release time for bargaining.

ARTICLE 13 DUES DEDUCTION

A. Upon receipt of a written authorization by a librarian using a form provided by the University, the University shall deduct and remit to the UC-AFT the standard initiation fee, periodic dues, and general assessments of the UC-AFT until such time as the librarian submits written notification to the University to discontinue the employee's assignments. The University shall calculate the amount to be deducted, based upon a percentage of the librarian's monthly gross salary. The University shall recalculate the dues deduction when changes in salary occur. The University shall recalculate the dues deduction and organizational security fee when notified by the UC-AFT that its dues formula has changed provided that the formula changes no more than once per fiscal year. All reasonable costs associated with accomplishing changes in the organizational fee amount shall be paid by the UC-AFT. The University shall also remit an alphabetical list showing the names of payees and the amounts deducted and remitted. The University shall process the librarian's dues deduction authorization or dues deduction withdrawal expeditiously. The transaction shall be completed no later than the second pay check after the receipt of the information by the University. The payroll deadline dates for each campus will be provided to the UC-AFT.

B. ORGANIZATIONAL SECURITY FEE, EFFECTIVE JANUARY 1, 2000

1. Organizational Security

Upon written notification to the University by the UC-AFT, librarians in the bargaining unit who do not elect to pay dues as outlined in Paragraph A above,

as a continued condition of employment, shall pay an organizational security fee. The amount of the fee shall not exceed the monthly dues that are payable by members of the UC-AFT. The amount of the fee shall be deducted by the University from the wages or salary of the librarian and paid to the UC-AFT.

2. Exemption from Organizational Security Fee

A librarian in this unit who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the UC-AFT as a condition of employment. A librarian to which this provision is applicable may be required to pay sums equal to the amount of the organizational security fee to a non-religious, non-labor charitable fund exempt from taxation under the Internal Revenue Service code chosen by the librarian from a list of at least three funds designated by the University and the UC-AFT, or if the University and the UC-AFT fail to designate funds, chosen by the librarian.

3. Severability

In the event that the fair share provisions of the Higher Education Employer-Employee Relations Act (amendments to HEERA by SB 645, 1999) are declared invalid or void by statute or judicial decision, the parties agree that the understandings codified in Section B will be null and void.

It is specifically agreed that the University assumes no obligation other than that specified in Paragraphs A and B.1. above, or liability, financial or otherwise, arising out of the provisions of this Article. Further, the UC-AFT hereby agrees that it will reimburse the University for any costs (\$10 per check charge and \$.07 per transaction charge) and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the University hereunder.

- C. If a librarian fails to fill out a dues deduction form correctly, the University shall assume no responsibility to correct such omission or error retroactively. The University shall return any incorrect dues deduction forms to the UC-AFT as soon as the errors are detected. Once the funds are remitted to the designated representative of the UC-AFT, their disposition thereafter shall be the sole and exclusive responsibility of the UC-AFT. It is expressly understood and agreed that the UC-AFT shall refund to the librarian any deductions erroneously withheld from an employee's wages by the University and paid to the UC-AFT. In the event the UC-AFT fails to refund such deductions within a reasonable period of time following notification of the error, the University will make such refund and deduct the amount from the amount due to the UC-AFT.

ARTICLE 14 SALARY

A. GENERAL RANGE ADJUSTMENTS

When the contract is in effect, librarians will receive general range adjustments in an amount equal to and on the same date as any general range adjustments provided for non-represented academic employees.

B. MERIT INCREASES

Librarians in the bargaining unit shall be eligible for merit increases to the extent and in the same manner as they are provided to non-represented academic employees.

C. NON-GENERAL RANGE ADJUSTMENTS

UC-AFT acknowledges that during the course of the contract the University may allocate funds to provide non-general range adjustments to non-represented academic employees and that such adjustments will not be provided to members of this unit except through completion of the bargaining process.

D. OBLIGATION TO BARGAIN

Provisions regarding general range adjustments and merit increases shall remain in effect during the contract term. However, when the contract is not in effect or during reopeners, if any, on Salary, any increases must be expressly agreed to by the parties.

E. GRIEVABILITY

Librarians cannot grieve the amount of the general range adjustment, however, the implementation of the amount and timing of the general range adjustment is subject to grievance and arbitration.

**ARTICLE 15
UNIVERSITY BENEFITS**

A. GENERAL CONDITIONS

1. Eligible librarians may participate in the retirement, medical, dental and benefit programs to the same extent as other eligible academic appointees, including Senate Faculty, of the University.
2. The University may, at its sole discretion during the term of this Agreement, alter in any way its health and welfare programs, retirement system plans, and/or other benefits. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and University rates of contribution, or changing the carrier for established plans or programs.
 - a. If the University adds to or changes the health program or retirement plan benefits listed in Appendix C, the modifications will apply to eligible librarians in the same manner as they apply to other eligible academic appointees, including Senate Faculty, at the same campus.
 - b. The University shall meet and confer with the UC-AFT prior to implementation when it proposes:
 - 1) any alterations which affect only bargaining unit librarians, or
 - 2) any alterations in University policy regarding mandatory retirement age affecting bargaining unit librarians. Criteria regarding mandatory retirement age will be as set forth in statute and University policy.
3. A librarian shall pay costs in excess of University contributions, and employee costs for plans to which the University does not contribute, normally through payroll deduction.

B. ENUMERATION OF UNIVERSITY BENEFITS

For informational purposes only, a brief outline of benefits is listed in Appendix C. The outline is only current as of April 1, 2008. More information can be found in general University benefits publications and individual summary plan descriptions. Specific eligibility and benefits under each plan are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. For details on specific eligibility for each program, contact the campus Benefits Office.

C. HOUSING PROGRAMS

A broad set of housing programs are available on the campuses. These programs include faculty rental housing, mortgage assistance programs, faculty home loan programs, housing allowance, short-term housing loan programs, salary differential housing allowance, and housing for sale on University land. The eligibility and availability of each of these programs vary substantially from campus to campus and are in accordance with local rules and procedures. Specific eligibility and benefits are governed entirely by the terms of the applicable campus plan.

D. MEETINGS

The University agrees to hold meetings twice per year to provide information to the UC-AFT regarding University-wide benefit plans, coverages, benefit schedules, carriers, providers, premium rates, eligibility criteria, and the amounts, if any, of University/librarian contributions. At these meetings, the UC-AFT may provide information and comment to the University regarding Universitywide benefits.

E. LOCAL BENEFITS

Except as provided above regarding housing programs, librarians are eligible, according to local campus procedures, for local benefits to the same extent as are other eligible academic appointees, including Senate Faculty, at the same campus, including but not limited to, parking, child care, etc. The University may alter in any way, at its sole discretion, any aspect of local benefits, and if the University does so, such changes will apply to librarians eligible for these benefits to the same extent as they apply to other eligible academic appointees, including Senate Faculty, at the same campus.

F. MEET AND CONFER

It is understood that if the UC-AFT does not request to meet and confer within 30 calendar days regarding alterations arising pursuant to Section A.2.b. above, the University may implement the proposed changes.

**ARTICLE 16
FEE WAIVER**

- A. Career and potential-career librarians appointed at fifty percent (50%) or more of full time, who are residents of the State of California, and who meet the admission requirements of the University, are eligible for a two-thirds (2/3) reduction of both the University registration fee and the University educational fee, for up to nine (9) units or three (3) regular session University courses per quarter, or up to six (6) units or two (2) regular session University courses per semester, whichever is greater. University extension courses are not included.
- B. Eligibility for partial fee reductions for other University courses is at the discretion of the University.
- C. Disputes arising from this Article regarding admission and residence requirements shall not be subject to the Grievance and Arbitration procedures of this Agreement.

**ARTICLE 17
PER DIEM**

For required travel on official University business, the University shall reimburse members of the unit for per diem. Mileage expenses shall be reimbursed whenever the librarian uses his or her personal car for such travel. Reimbursement rates shall be those provided to academic employees. The per diem rates are to be used for subsistence expenses unless actual, itemized expenses are approved by the University.

**ARTICLE 18
MANAGEMENT RIGHTS**

- A. The management of the University is vested exclusively in the University to establish, plan, direct, and control the University's missions, programs, objectives, activities, resources, and priorities including Affirmative Action plans and goals; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend, curtail, or discontinue existing methods, equipment, facilities and location of operations; to subcontract all or any portion of any operations; to determine or modify the number, scheduling, and assignment of librarians; to establish or modify standards, duties, and responsibilities and maintain quality of performance; to establish and require librarians to observe the then current University rules and

regulations and reasonable standards of conduct; to maintain order, and to impose corrective action or dismiss librarians; and to establish, maintain, modify, and enforce safety standards and programs. The foregoing enumeration of management rights is not inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived. Except to the extent limited by the express and specific terms of the provisions of this Agreement, the University has the right to make and implement decisions relating to areas including but not limited to those enumerated above.

- B. The University may continue any *current policies and practices* which do not conflict with the express written provisions of this Agreement.
- C. No management right shall be subject to Article 26 – Grievance Procedure or Article 27 – Arbitration or exclusive claim in a collateral suit unless the exercise thereof violates an express written provision of this MOU.

ARTICLE 19 TEMPORARY APPOINTEES

A. A TEMPORARY APPOINTMENT

1. shall have a specified date of termination;
2. shall ordinarily be for a period of one year or less, but shall not be for a period of more than two years unless the appointment is supported by extramural funds. If the funding permits, the appointment may be continued for the duration of the grant. When the length of the appointment permits, the librarian shall be reviewed following the same procedures and review cycles set forth for review of Potential Career or Career Appointees;
3. is automatically self-terminating, and notice of intention not to reappoint is not required; and
4. is subject to the conditions relating to notice of termination in Article 9, Layoff.

B. TEMPORARY APPOINTEES

1. are expected to perform their duties with the same proficiency as the career status and potential career status appointees in accordance with the terms of their appointment letters;
2. shall be given the same opportunity as Potential Career or Career appointees to participate in activities which fulfill the second, third and fourth criteria listed in Article 6 - Definition, Criteria, and Terms of Service for Appointment and Promotion;
3. may apply for professional development funds, except that such funds may not be awarded to them for activities with a time duration longer than the terms of their appointments;
4. if appointed to a permanent position, will be given consideration for time spent in temporary status when determining assignment to rank and step.

C. RELEASE

1. Release is the termination of the employment of a temporary librarian prior to the completion of his/her appointment.
2. Temporary librarians who are released prior to the conclusion of their period of appointment shall be given written notice at least 5 working days in advance of the effective date and a right to an informal hearing with the initiator of the release or the designated campus official no later than 5 working days after the effective date.

D. GRIEVABILITY

Disputes relating to Sections B.2., B.4., C.1., and C.2. shall not be subject to arbitration.

**ARTICLE 20
LEAVES OF ABSENCE**

A. GENERAL PROVISIONS

1. Definition

In accordance with the provisions of this Article, a leave of absence, with or without pay, may be approved by the University for medical purposes and non-medical reasons.

- a. If a Librarian eligible for a Family Care and Medical Leave (FMLA) takes a leave for his/her own serious health condition, (as defined in Appendix D, Section A.1.d.), the absence from work shall be deducted from the Librarian's FMLA entitlement.
- b. An approved non-medical leave of absence includes Personal Leave and Family Care/Illness Leave (including Parental Leave). Such leaves may be with or without pay as provided in this Article and Appendix D.
- c. An approved non-medical leave of absence with pay may include leave for professional meetings, jury duty, voting, blood donations, administrative or legal proceedings, emergencies, University functions, school activities, some military leaves, and other leaves with pay as provided in this Article.

2. Benefit Eligibility While on Leave Without Pay

- a. Approved leave without pay shall not be considered a break in service.
- b. If a Librarian is on approved leave without pay for more than fifty percent (50%) of the full-time working hours in the calendar month, sick leave and length of service do not accrue. An eligible Librarian on approved leave without pay may elect to continue University-sponsored insurance coverages (as determined by plan documents or regulations) for the period of the leave by remitting, in accordance with the provisions of the applicable plan(s), the entire premium amount due for the period of the approved leave except as provided in Section C, special Two-Month Leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.
- c. Special Benefit Eligibility For FMLA - An eligible Librarian shall have University-provided health benefits continued for the period of the FMLA leave in accordance with Appendix D, Section A.8.

3. Requests for Leave

Except as provided under Family Care and Medical Leave Notification in Appendix D, requests for leaves of absence and extensions, with or without pay, shall be submitted in writing to the University. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. All requests for leaves of absence shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information as required.

4. Duration

The duration, terms of the leave and the date of return are determined when the leave is granted, and shall be communicated to the Librarian, in accordance with the provisions of this Article. Except as provided under Appendix D, Section A., Family Care and Medical Leave, written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided for

elsewhere in this Article and Appendix D, the total aggregate of leaves of absence taken in any combination, granted under this Article, shall not exceed one year.

5. Return to Work

- a. Except as provided in Appendix D, Section A., Family Care and Medical Leave and Section B., Pregnancy Disability/Childbearing Leave, a Librarian who has been granted an approved leave with or without pay shall be reinstated to the same or a similar position in the same department upon expiration of the leave, in accordance with the provisions of this Article. If the position held has been abolished or affected by layoff during the leave, the Librarian shall be afforded the same considerations which would have been afforded had that Librarian been on pay status when the position was abolished or affected by layoff.
- b. A Librarian who has exhausted his/her original leave entitlement and who has been granted additional leave under another section of this Article or Appendix D, shall be reinstated in accordance with the provisions of the section under which the additional leave was granted.
- c. A Librarian shall not be granted a leave of absence beyond the ending date of the Librarian's appointment or predetermined date of separation.

6. FMLA and Pregnancy Disability/Childbearing Leave for Librarians are described in full in Appendix D.

B. GOVERNMENTAL AGENCIES

1. A leave of absence without pay may be granted by the University to a Librarian for service with a governmental agency. Full pay may be granted for leaves of absence of thirty (30) calendar days or less when the University determines that such leaves are appropriate and meaningful. Partial pay may be granted for leaves of more than thirty (30) calendar days in exceptional cases when considerations of value to the University are involved.
2. Governmental agencies as used in this Article refers to an agency of the Federal government, the State of California, a county or city within California; or any part, section, subsidiary, or agency thereof.
3. The Librarian applying for a leave of absence under this section is to provide the following information:
 - a. the disposition of work during the proposed leave,
 - b. the nature of the services to be rendered to the governmental agency,
 - c. the amount of compensation to be received from the agency,
 - d. the length of the leave,
 - e. the amount of compensation, if any, from the University.

C. SPECIAL TWO-MONTH LEAVE

1. A Librarian may apply to the appropriate University administrator for a two month (2) leave without pay. Whenever possible, the request shall be submitted at least six (6) months prior to the proposed leave with sufficient information to allow the University to make a decision. Only one such leave shall be taken within any twelve-month (12) period.
2. The Librarian's application shall identify which two (2) months she/he wishes to be on leave. The two (2) months on leave need not be consecutive and shall be scheduled at a time mutually agreeable to the Librarian and the University.

3. The Librarian shall be advised of the decision in writing in a timely manner. If the request is denied, the reason(s) for denial shall not be arbitrary, capricious, or unreasonable.
4. A two (2) month leave shall not constitute a break in service for purposes of computing seniority for layoff. Such leave shall also not affect consideration of the Librarian for merit and promotion.
5. University-provided life insurance, University-sponsored health plans, and University-sponsored dental coverage continue during the special two-month (2) leave to the same extent and under the same conditions that would cover the Librarian if s/he were not on leave. If possible, and if requested, arrangements will be made to allow a Librarian granted such leave without pay to receive salary payments during the period of leave without pay.
6. If the Librarian is on special leave without pay for more than half a calendar month, sick leave, seniority credit, and retirement credit do not accrue.
7. Special two-month leaves shall not be taken in conjunction with other leaves without pay.

D. PERSONAL LEAVE

1. Separate and distinct from the provisions in Appendix D regarding FMLA or Pregnancy Disability/Childbearing Leave, a Librarian may apply to the appropriate University administrator for personal leave without pay, which may be granted at the discretion of the University. Such leaves shall not exceed one (1) year. In exceptional circumstances, such leaves may be extended at the discretion of the University.
2. A Librarian who wishes to apply for leave shall submit a timely request with sufficient information to allow the University to make a decision. The Librarian's application shall identify the period during which s/he wishes to be on leave. The Librarian shall be advised of the decision in writing in a timely manner. If the request is denied, the reason(s) for denial shall be based on operational and/or budgetary necessity.

E. LEAVES WITH PAY

1. Jury Duty

A Librarian shall be eligible for a leave of absence with pay to serve on jury duty. Upon receipt of initial notification for jury duty the Librarian shall promptly notify the appropriate library administrator. Verification of actual service for jury duty shall be provided by the Librarian to the appropriate University officer upon request.

2. Emergency Leave

An emergency leave with pay may be granted to a Librarian by the University in the event of a natural catastrophe or emergency situation that places the health and safety of the Librarian, or members of his/her immediate family or property in jeopardy. Such leaves shall normally be of short duration.

3. Witness Leave

When a Librarian is attending administrative or legal proceedings on behalf of the University or is subpoenaed to appear as a witness in an administrative or legal proceeding, leave with pay will be granted for the actual time spent in proceedings and in related travel not to exceed the Librarian's normal work day and work week. Leave with pay will not be granted when a Librarian is a plaintiff or defendant in a proceeding unrelated to University employment, is called or subpoenaed as a paid expert witness not on behalf of the University, or is called or subpoenaed because of duties for another employer.

4. Leave With Pay to Attend Professional Meeting

A Librarian may be granted a leave with pay to attend a professional meeting. Request for such leave shall be made by the Librarian who will provide the University with sufficient specific information so that a decision can be made. Request for such leave shall be made early enough to allow time for a reasoned decision. Decisions shall be reported to the librarian in a timely fashion and shall be communicated in writing. If a request for such leave is denied, the reason(s) for denial shall not be arbitrary, capricious, or unreasonable.

5. Other Leaves With Pay

Other leaves of absence with pay may be granted to a Librarian for good cause. Librarians who wish a leave of absence with pay shall submit a timely request for such leave with sufficient specific information to allow the University to make a decision.

F. MILITARY LEAVES

The University shall provide military leave consistent with the requirements of State and Federal law.

G. CATASTROPHIC LEAVE

Bargaining unit librarians may participate in campus Catastrophic Leave programs according to local campus procedures.

H. Except as specifically stated otherwise in this Article and Appendix D, this Article does not establish a right of a Librarian to receive leave.

I. In the event of a grievance under this Article and Appendix D culminating in arbitration, to the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University and its agents.

**ARTICLE 21
SICK LEAVE**

A. ELIGIBILITY

Librarians on pay status for at least fifty percent (50%) or more of full time are eligible to accumulate sick leave credit based on the percentage of time on pay status up to a maximum of one (1) working day per month for full time service. Sick leave may be accumulated without limit. Sick leave is earned during leave with pay. Sick leave is credited at the end of the month it is earned.

B. USE OF ACCUMULATED SICK LEAVE

1. Librarians are expected to use sick leave in keeping with normally approved purposes--personal illness, disability, medical appointment, attendance to the illness of a family member, or bereavement. Accumulated sick leave may be used for temporary disability related to pregnancy, childbirth, and recovery therefrom.
2. A librarian may be required to submit satisfactory *proof of illness or disability*.
3. Sick leave shall not be used prior to the time it is credited nor shall sick leave be used beyond a predetermined separation date.
4. Regularly scheduled days off and University administrative holidays shall not be charged against sick leave.
5. While receiving injury or health compensation under the Worker's Compensation Act, an absent librarian may also receive sick leave benefits provided the total of the sick leave pay and worker's compensation does not exceed the employee's regular salary for the period.

C. REPORTING

Once a month, each librarian shall report sick leave used to the appropriate office. Once a month, the University shall report to each librarian on the accumulation and use of sick leave.

D. SICK LEAVE RETIREMENT CREDIT

Upon retirement, accumulated sick leave shall be converted to retirement service credit at the rate of .004 of a year (2,080 work hours in a year divided into 8 equals .00384 which is then rounded off) for each day of unused accumulated sick leave.

**ARTICLE 22
VACATION**

A. ACCUMULATION

1. Vacation accumulates at the rate of two (2) working days a month for full time service for members of the unit appointed for six (6) months or more. For part time librarians appointed at fifty percent (50%) or more of full time, vacation accumulates at a proportionate rate of full time credit. For part time librarians appointed less than fifty percent (50%) of full time, there is no vacation allowance.
2. Vacation allowance shall not accumulate during a leave of absence without pay. Vacation credit shall be accumulated by a librarian on a leave of absence with pay.
3. Vacation credit may accumulate to a maximum of forty-eight (48) working days.

B. USE OF ACCUMULATED VACATION

1. Accumulated vacation shall be used at a time or times in keeping with the program of work being conducted by the librarian, and approved by the designated University official. When a librarian is not able to use accumulated vacation because of the programmatic needs of the campus and the librarian's accumulation reaches the forty-eight (48) working day maximum, a one-time exception will be granted to allow the librarian to accumulate six (6) additional vacation days. Upon request of the librarian, the reason for denial of a vacation request shall be provided in writing.
2. Regularly scheduled days off and University administrative holidays shall not be charged against vacation time.
3. Except when a campus allows the use of anticipated vacation in times of holiday closures, a librarian may not anticipate vacation, that is, vacation is limited to the vacation time actually accumulated by the date set for the librarian's vacation.
4. During holiday closures librarians who are not required to work may use vacation, take leave without pay, or request alternative arrangements. The University's decision regarding alternative arrangements shall not be capricious or unreasonable and shall not be subject to the Arbitration procedures of this Agreement.

C. TERMINAL VACATION PAY

1. A librarian who is resigning or otherwise leaving University service and who has been unable to use accumulated vacation time, shall be paid for vacation in an amount equal to the salary which would have been received for the vacation period if the librarian had continued in University service subject to the following restrictions:
 - a. terminal vacation pay may not exceed forty-eight (48) working days' salary;

- b. a librarian who resigns within six (6) months after initial appointment is entitled to terminal vacation pay;
 - c. the last day of work shall be the effective date of termination except that a librarian who is retiring may use vacation up to the effective date of retirement.
2. A librarian who dies shall have his or her accumulated vacation credit paid to his/her designated beneficiary.

D. USAGE

A librarian with accumulated vacation credit who is granted extended military leave shall be paid for vacation credit through his/her last day of work.

E. REPORTING

Once a month, each librarian shall report vacation used to the appropriate office. Once a month, the University shall report to each librarian on the accumulation and use of vacation leave.

**ARTICLE 23
HOLIDAYS**

A. OBSERVANCE

1. The University observes the following days as administrative holidays: For holidays that are not observed on the same day every year, the University will announce the date on which the administrative holidays will be observed:

- New Year's Day
- Martin Luther King, Jr. Holiday
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

Unless alternate days are designated by the University, when a holiday falls on a Sunday, the following Monday is observed; and when a holiday falls on a Saturday, the preceding Friday is observed.

- 2. A librarian required to work on a holiday listed in paragraph 1 of this section shall be paid regular pay for the day. In addition, s/he shall receive another day off with pay.
- 3. A librarian whose regular day off falls on a holiday listed in paragraph 1 of this section shall receive one (1) day off.
- 4. A librarian may observe a special or religious holiday by charging time off to accumulated vacation or leave without pay.

B. ELIGIBILITY

- 1. To be eligible for holiday pay a librarian must have been on pay status or on approved leave with pay on his/her last scheduled work day before the holiday and first scheduled work day after the holiday. New and rehired full-time librarians shall receive pay for any holiday immediately preceding their first day of work if the holiday is the first working day(s) of the month. A terminating full-time librarian shall receive holiday pay for any holiday immediately following his/her

last day of work provided the holiday is the last working day(s) of the month. Librarians appointed at fifty percent (50%) or more of full time shall receive pro rata holiday pay.

2. This policy may be waived by the University at times of campus holiday closures.
3. Periods of academic recess are not regarded as holidays.

C. USAGE

All time off with pay, mentioned in the above paragraphs, shall be scheduled at times mutually convenient to the librarian and the University.

ARTICLE 24 INDEMNITY

The University shall provide the defense and indemnification for a librarian sued on account of acts or omissions in the course and scope of his or her employment where required by the provisions of California Government Code section 995, et seq. (State Tort Claims Act). Disputes arising under this Article shall be subject to the Grievance but not the Arbitration procedures in this Agreement.

ARTICLE 25 CORRECTIVE ACTION AND DISMISSAL

A. DEFINITIONS

1. Corrective action is a written warning or suspension without pay.
2. Suspension without pay involves placing a potential career or career status librarian in a temporary without pay status for just cause.
3. Dismissal is the termination of the employment of a potential career or career status librarian initiated by the University for just cause.

B. GROUNDS

Librarians may be subject to corrective action or dismissal for just cause.

C. WRITTEN WARNING

Written warning is a communication delivered confidentially that informs the librarian of the nature of the misconduct, method of correction, and the probable consequence of continued misconduct. It is to be distinguished from an informal spoken warning, which is not an official corrective action.

D. INVESTIGATORY LEAVE

1. Investigatory leave is not a form of corrective action.
2. The University may place a librarian on immediate investigatory leave with pay, without prior written notice, for the purpose of reviewing or investigating charges of misconduct or dereliction of duty, which warrant removing the librarian from University premises.
3. The investigatory leave must be confirmed in writing to the librarian normally not later than three working days after the leave is effective. The confirmation must include the reasons for the leave and the expected duration of the leave.
4. On conclusion of the investigation, the University shall either reinstate the librarian or initiate corrective action provided the notice and employee responses provision of this Article have been followed before the final decision is made.

E. SUSPENSION WITHOUT PAY

1. Suspension without pay shall be for a period of at least one week as required by federal law for exempt employees.
2. The University shall provide a written Notice of Intent to the librarian at least 14 calendar days prior to initiating a suspension without pay. Written notice of intent shall be given to the affected librarian either by delivery of the notice to the librarian in person or by placing the notice of intent in the U.S. mail, first class postage paid, in an envelope addressed to the librarian at the librarian's last known home address. It shall be the responsibility of the librarian to inform the University in writing of any change in their address. The notice of the intent shall be accompanied by Proof of Service indicating the date on which the notice of intent was personally delivered or mailed, and this shall constitute the "date of issuance" of the notice of intent. A copy of the Notice of Intent shall be sent concurrently to the UC-AFT.
3. The notice of intent shall:
 - a. inform the librarian of the intended suspension, the effective date, and the duration of the intended action;
 - b. provide the reason(s) for the intended action, including, where available, materials upon which the intended action is based;
 - c. inform the librarian of the right to representation by the UC-AFT or a person of his/her own choice;
 - d. inform the librarian of the right to respond, either orally or in writing, to whom to respond, and that the response must be received within 14 calendar days of the date of the issuance of the notice of intent in accordance with Section E.4. below.

4. Response to Notice

The librarian shall be entitled to respond, orally or in writing, to the notice of intent described above. Such response must be received within 14 calendar days from the date of the issuance of such notice of intent in accordance with instructions given by the University in the written notice of intent provided to the librarian. If the librarian chooses to respond orally, and upon the employee's request, the employee may have a representative present during the librarian's oral response.

5. University Response

After review of the librarian's timely response, if any, the University shall notify the librarian in writing of any action to be taken. Such action may not include discipline more severe than that described in the notice of intent; however, the University may reduce, cancel or postpone such discipline without the issuance of a further notice of intent.

F. DISMISSAL

1. The University shall provide a written Notice of Intent to the librarian at least 14 calendar days prior to initiating dismissal. Written notice of intent shall be given to the affected librarian either by delivery of the notice to the librarian in person or by placing the notice of intent in the U.S. mail, first class postage paid, in an envelope addressed to the librarian at the librarian's last known home address. It shall be the responsibility of the librarian to inform the University in writing of any change in their address. The notice of the intent shall be accompanied by Proof of Service indicating the date on which the notice of intent was personally delivered or mailed, and this shall constitute the "date of issuance" of the notice of intent. A copy of the Notice of Intent shall be sent concurrently to the UC-AFT.
2. The notice of intent shall:
 - a. inform the librarian of the intended dismissal and the effective date of the intended action;

- b. provide the reason(s) for the intended action, including, where available, materials upon which the intended action is based;
- c. inform the librarian of the right to representation by the UC-AFT or a person of his/her own choice;
- d. inform the librarian of the right to respond, either orally or in writing, to whom to respond, and that the response must be received within 14 calendar days of the date of the issuance of the notice of intent in accordance with Section F.3. below.

3. Response to Notice

The librarian shall be entitled to respond, orally or in writing, to the notice of intent described above. Such response must be received within 14 calendar days from the date of the issuance of such notice of intent in accordance with instructions given by the University in the written notice of intent provided to the librarian. If the librarian chooses to respond orally, and upon the employee's request, the employee may, have a representative present during the librarian's oral response.

4. University Response

After review of the librarian's timely response, if any, the University shall notify the librarian of any action to be taken. The University may reduce, cancel or postpone the dismissal described in the notice of intent without the issuance of a further notice of intent.

- G. A copy of the corrective action shall be placed in the librarian's personnel file. If there is no recurrence of the same or similar misconduct for a period of two years from the date of the written warning or the University's written response to the notice to suspend, it shall be returned to the librarian, upon request.

H. **APPEAL**

1. A librarian may appeal a decision of the University to impose corrective action or dismissal through the grievance and arbitration provisions of this Agreement.
2. Within 14 calendar days of the issuance of the written warning or the written response by the University in E.5 and F.4 above, the librarian shall file a written notice of appeal in accordance with Step 3, Appeal, of Article 26, Grievance Procedure.

**ARTICLE 26
GRIEVANCE PROCEDURE**

A. **GENERAL PROVISIONS**

1. Definition

A grievance is a claim that during the term of this Agreement the University has violated, misapplied, or misinterpreted a specific provision(s) of an article of this Agreement.

2. Scope

An allegation that the University has violated a contractual procedure in Article 4 regarding merit award, promotion, or the award of career status shall be subject to the contractual grievance procedure only to the degree that it identifies a violation that had a material, negative impact on the University's decision regarding merit, promotion or career status.

3. Standing

Except as otherwise provided in this Agreement, a grievance may be brought to the attention of the University by a librarian or by the UC-AFT. The University

may not bring a grievance through this procedure.

4. Filing

- a. A written grievance must be filed within forty-five (45) calendar days from the date on which the librarian or the UC-AFT knew or could be expected to know of the event or action which gave rise to the grievance, or, in the case of separation, within fifteen (15) calendar days from the date of the separation of the librarian from University employment. Written grievances shall be filed with the campus designated office/officer listed in Appendix B. Grievances that involve systemwide issues may be filed with the Executive Director of Labor Relations at the Office of the President.
- b. A grievance or appeal is considered filed on the date it is received by the campus designated grievance office/officer if delivered in person or on the date it is postmarked if delivered by mail.
- c. A grievant or the UC-AFT may file a written grievance by facsimile transmission to the campus designated grievance officer. However, for the University to accept the facsimile filing as timely, the University must receive an original signed hard copy of the grievance within five (5) business days of the facsimile transmittal. If the date and time on the facsimile transmission falls outside the campus' business hours, the following business day shall constitute the official date of receipt.

5. Consolidation

- a. Grievances brought by, or related to, two (2) or more librarians, and multiple grievances by or related to the same librarian, which concern the same incident, issue or course of conduct, may be consolidated for the purposes of this procedure, provided that the time limits described in this Article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances.
- b. Consolidation shall occur only by agreement of all parties. Consolidated grievances may be severed. Severance of a grievance shall occur only by agreement between the grievant(s) or the grievant's representative(s) and the University.

6. Representation

- a. A librarian shall have the right to be represented at all steps of the Grievance Procedure by him/herself or by any one (1) person of the librarian's choice other than a University employee who has been designated as managerial, supervisory or confidential within the meaning of the Higher Education Employer-Employee Relations Act.
- b. When a librarian is represented by the UC-AFT, that representative may be assisted in meetings by one (1) other librarian and one (1) member of the UC-AFT staff. The grievant shall provide written notice of the name and address of his/her representative to the University.
- c. Where the UC-AFT is not chosen as the representative, the University shall notify the UC-AFT within ten (10) calendar days of its filing. With the consent of the grievant, the UC-AFT shall be sent a copy of the written grievance.

7. Settlements

- a. Settlement offers shall be confidential and inadmissible at subsequent steps.
- b. Settlement agreements shall be in writing and shall become effective in the following ways:
 - 1) If the grievant is represented by the UC-AFT, the settlement shall become final with the signatures of the parties.

- 2) If a settlement is proposed for a written grievance and the UC-AFT is not representing the grievant, the UC-AFT shall be notified and have fifteen (15) calendar days from the date of mailing of the proposed settlement to comment. The settlement shall become final after consideration of the UC-AFT's comments, if any, with the signatures of the parties. The terms of the settlement shall not be inconsistent with this Agreement.

8. Documents

Except by agreement between the grievant or the grievant's representative and the University, documents and communications that are filed with the University and are related to the processing of a grievance shall be kept separate from the grievant's personnel files.

9. Time Limits

- a. Deadlines which fall on days which are not business days at the campus at which the grievance is filed will be automatically extended to the next business day.
- b. If a University official fails to meet a deadline, the grievant may move the grievance to the next step in the process. If the grievant or the UC-AFT fails to meet a deadline, the grievance will be considered resolved on the basis of the last University response.
- c. Any time limit herein may be extended by mutual agreement of the parties in advance of the expiration of that time limit. Such extension shall be confirmed in writing.
- d. The parties agree to extend a time limit accordingly in the event that untimely mail delivery at any step of this procedure prevents the addressee from responding in a timely manner.
- e. Written communications from the University as required in this Article will be accompanied by a Proof of Service, which will be completed by the person mailing or personally delivering the document. The date of the Proof of Service will establish the beginning of the time limit as set forth in this Article.

10. Pay Status

- a. Whenever a grievant or a grievant's representative who is a librarian attends a meeting to consider a grievance, and that meeting takes place at the University's request during the scheduled worktime of the librarian(s), then reasonable release time shall be granted to the grievant and/or the grievant's representative, provided that each such librarian has arranged his/her absence in advance and the work needs of the library do not require the librarian's presence during the time in question.
- b. Professional, exempt librarians shall be allowed reasonable time to investigate and pursue grievances.
- c. Any other time spent by grievants or their representatives in meetings relating to grievances, and all other time spent in investigation and preparation of a grievance, shall not be on pay status.

B. STEP 1. INFORMAL RESOLUTION

1. As soon as practicable, the librarian shall discuss the grievance with his or her supervisor or designated campus official, when appropriate.
2. A UC-AFT representative shall discuss with a designated campus official a matter which may become a union grievance in an attempt to resolve the matter.

3. Informal resolutions, although final, shall not be precedential under this Agreement.
4. An oral response shall be given in the course of the informal discussion or within ten (10) calendar days following the informal discussion.
5. If the complaint is not resolved through this informal discussion, the librarian or the UC-AFT may file a written grievance at Step 2.
6. Attempts at informal resolution do not extend the forty-five (45) calendar day time limit to file a written grievance at Step 2 unless an extension of the time limit has been agreed to as set forth in Section A.9.
7. Step 1 may be waived by written agreement between the grievant or the grievant's representative and the University. The University will respond to a request for a waiver within five (5) calendar days.

C. STEP 2. WRITTEN GRIEVANCE

1. A grievant who has completed or waived Step 1 of this procedure may file a written grievance as set forth below:
 - a. A written grievance must be filed with the campus designated grievance office/officer listed in Appendix B on the grievance form provided by the University within forty-five (45) calendar days from the date on which the librarian or the UC-AFT knew or could be expected to know of the event or action which gave rise to the grievance, or, in the case of separation, within fifteen (15) calendar days from the date of separation of the librarian from University employment. Any grievance which is filed out of compliance with these time limits is considered withdrawn by the grievant and/or the UC-AFT, as applicable. Attempts at informal resolution (Step 1) do not extend these time limits, unless an extension has been agreed to as set forth in Section A.9.
 - b. The written grievance must contain the following information:
 - 1) the specific Article(s) and Section(s) of the Agreement alleged to have been violated, misapplied, or misinterpreted;
 - 2) the date(s) and nature of the action grieved and how it violated the above-described provision(s) of the Agreement;
 - 3) how the grievant was adversely affected; and
 - 4) the remedy requested.
2. Within thirty (30) calendar days of receipt of the written grievance, the University shall convene a meeting of the parties in an attempt to resolve the grievance.
3. The University shall respond in writing within fifteen (15) calendar days after the meeting. Resolutions at this step, although final, shall not be precedential under this Agreement.
4. Settlements shall be implemented in accordance with the provisions of A.7. above.
5. If the grievance is not resolved, the grievant may seek further review in the manner described below at Step 3.
6. Step 2, except for the filing of the written grievance in accordance with Section C.1.a. and b., may be waived by agreement of the parties.

D. STEP 3. APPEAL

1. If the grievance has not been resolved at Step 2, the grievant or the grievant's representative may file a written appeal to Step 3 with the campus designated grievance office/officer. The appeal must be filed within fifteen (15) calendar

days from the date of mailing of the response at Step 2. If the University fails to convene a Step 2 meeting in accordance with C.2. above, the appeal must be filed within fifteen (15) calendar days of the expiration of the C.2. deadline. The appeal must state whether or not a meeting is requested.

2. The grievant and/or the grievant's representative and the University must present all known evidence and contentions relevant to the grievance at Step 3.
3. If the grievant or the grievant's representative or the campus designated grievance officer requests a meeting to discuss the merits of the grievance, one shall be conducted within fifteen (15) calendar days following receipt of the appeal to Step 3. The grievant or the grievant's representative shall be able to bring individuals to the meeting who have information to present about the grievance.
4. Settlements shall be implemented in accordance with the provisions of A.7. above.
5. Notification of the University's final decision will be as set forth below.
 - a. For grievances where the UC-AFT represents the grievant:
 - 1) If no Step 3 meeting has been requested, the University shall mail the written decision to the grievant and the grievant's representative within fifteen (15) calendar days following the date of filing of the appeal to Step 3. If a meeting has been requested, the University shall mail the written decision to the grievant and the grievant's representative within fifteen (15) calendar days following the meeting.
 - 2) The University's decision shall become final within forty-five (45) calendar days following the mailing of the decision, unless within that time the UC-AFT has appealed the decision to arbitration.
 - b. For grievances where the UC-AFT does not represent the grievant:
 - 1) If no Step 3 meeting has been requested, the University shall mail a copy of the grievance and decision to the grievant, the grievant's representative, and the UC-AFT within fifteen (15) calendar days following the date of filing of the appeal to Step 3. If a meeting has been requested, the University shall mail a copy of the grievance and decision to the grievant, the grievant's representative, and the UC-AFT within fifteen (15) calendar days following the meeting.
 - 2) The University's decision shall become final within forty-five (45) calendar days following the mailing of the decision, unless within that time the UC-AFT has appealed the decision to arbitration.

E. SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE

The UC-AFT agrees that a librarian covered by this Agreement may elect to substitute a University Sexual Harassment Complaint Resolution Procedure for Step 1. Informal Resolution described in this Article, provided that at the grievant's request a UC-AFT representative may be present at the meeting on behalf of the grievant.

F. ACCESS TO GRIEVANCE PROCEDURE

The procedures described in this Article shall be the sole and exclusive means of resolving grievances related to this Agreement except as described below:

- a. Sexual Harassment Complaint Resolution Procedure (see Section E. above); and
- b. The appeal procedure in Article 19, Temporary Appointees
- c. For complaints alleging that an administrative act violates one or more section(s) of Article 5 (Appointment) and/or Article 6 (Definition), Librarians covered by this

Agreement must use the Alternative Dispute Resolution Process in Article 28.

2. If a librarian alleges an administrative act violates one or more sections of Article 5 and/or Article 6, and files a grievance alleging violations of grievable contract provisions, the complaint(s) alleging violations of Articles 5 and/or 6 will only be processed under the Alternate Dispute Resolution Process in Article 28. The grievance alleging violation of grievable contract provisions will be processed in accordance with the provisions of this Article 26 (Grievance Procedure).

ARTICLE 27 ARBITRATION

A. APPEAL TO ARBITRATION

1. An appeal to arbitration may be made only by the UC-AFT and only after the timely exhaustion of the Grievance Procedure, Article 26, of this Agreement. The written appeal to arbitration must be filed with the designee of the Office of Labor Relations of the Office of the President within forty-five (45) calendar days of the mailing of the final University decision to the UC-AFT (Article 26, Step 3). An appeal is considered filed on the date it is received by the designee in the Office of Labor Relations if delivered in person or on the date it is postmarked if delivered by mail. The written appeal must be signed by the UC-AFT President and/or the UC-AFT Executive Director and must include:
 - a. name, mailing address and campus location of the grievant(s);
 - b. name and address of the UC-AFT representative who is responsible for the appeal to arbitration and to whom all correspondence is to be sent;
 - c. a copy of the completed grievance form; and
 - d. a statement setting forth the unresolved issue(s), the Articles of the Agreement alleged to have been violated, and the remedy requested.
2. Appeals to arbitration which are not filed within the above time limit and/or which do not contain the appropriate UC-AFT signature are ineligible for arbitration. If a grievance is not appealed to arbitration, the University's written Step 3 answer shall be final.
3. Absent resolution of the grievance during this time, the designee of the Office of Labor Relations of the Office of the President shall respond to the UC-AFT within twenty (20) calendar days of filing of the appeal to arbitration as defined in A.1. The University's response will include a Proof of Service, and the name and mailing address of the University's representative who is responsible for the appeal to arbitration and to whom all correspondence should be addressed.

B. WHEN ARBITRABILITY IS AT ISSUE

1. When practicable, the University shall inform the UC-AFT in writing of its intent to assert the issue of arbitrability, prior to the selection of the arbitrator. The issue of arbitrability shall be resolved in a hearing prior to and separate from the hearing (if any) about the substantive facts and/or allegations in dispute, except as provided in B.2., below. In the event an arbitrator, as a result of the arbitrability hearing referenced above, determines a matter to be arbitrable, s/he shall have no authority to decide the issues pursuant to the facts of the case unless the parties agree otherwise.
2. If, following the selection of the arbitrator, the University raises for the first time issue(s) of arbitrability a single hearing on the issue of arbitrability and the substantive facts will be held, unless the parties agree otherwise. If the arbitrator finds the grievance to be not arbitrable, the substantive facts of the case need not be heard and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed to the substantive issues raised.

C. SELECTION OF ARBITRATOR

1. Within fifteen (15) calendar days of the mailing of the University's response to the UC-AFT's appeal to arbitration, the UC-AFT will contact the University's representative responsible for the appeal to arbitration to initiate the selection of an arbitrator. Failure to contact the University's representative within the established time frame will be considered a withdrawal of the appeal to arbitration.
2. If the parties cannot mutually agree on the selection of an arbitrator from the panel, the parties shall alternately strike one (1) name each from the list of panel members. Unless the parties agree otherwise, the party selecting first shall be determined by the flip of a coin. The last remaining name shall be designated as the arbitrator.
3. The selection of the arbitrator shall be accomplished no later than fifteen (15) calendar days from the date the UC-AFT contacts the University pursuant to C.1 above.
4. Upon selection of an arbitrator from the panel, the University, following consultation with the UC-AFT regarding hearing dates, will notify the arbitrator and request hearing date(s). The hearing date(s) shall be no earlier than twenty-one (21) calendar days from the arbitrator's agreement to hear the case. The University shall simultaneously send a letter of confirmation to the arbitrator and to the UC-AFT representative responsible for the appeal to arbitration.
5. The scheduling of the arbitration hearing date must be accomplished no later than ninety (90) calendar days from the date the grievance was originally appealed to arbitration. Should the parties be unable to agree on a hearing date, the authority to schedule the hearing rests with the arbitrator.

D. EXPEDITED ARBITRATION

If the parties agree to use an expedited form of arbitration, the following will occur:

1. the arbitrator will be selected in accordance with Section C. above;
2. the case shall be heard on the arbitrator's earliest available date, unless otherwise agreed by the parties;
3. there shall be no transcript of the proceedings;
4. post-hearing briefs will be waived; and,
5. the arbitrator will issue a written decision within seven (7) calendar days following the close of the hearing record unless the parties agree, prior to the commencement of the arbitration, that the arbitrator rule on the issues at the close of the hearing in lieu of a written decision.

E. ARBITRATION PROCEDURE

1. Prior to the arbitration hearing, the UC-AFT and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible. When possible, the parties shall inform each other who shall be witnesses at least five (5) calendar days prior to the hearing.
2. During the arbitration proceeding the parties shall have an opportunity to examine and cross-examine witnesses under oath and to submit relevant evidence. The parties shall not seek to introduce new issues and allegations at the arbitration hearing which were not introduced during Step 3 of the Grievance Procedure, Article 26, unless they were unknown at the time and could not have been discovered with reasonable diligence. Settlement offers made during the Grievance Procedure shall be inadmissible in arbitration.
3. Upon request by either party but not upon the arbitrator's own motion, the arbitrator shall have the authority to subpoena relevant witnesses or documents subject to the University's ability to withhold or redact confidential or privileged

material pursuant to University policy, the provisions of this contract, or state and federal law.

4. Either or both parties may, at their discretion, file briefs with the arbitrator. The order and time limits of briefing shall be either as agreed to by the parties or as specified by the arbitrator. Briefing time limits may be extended if agreed upon by the parties.
5. The parties may agree that in lieu of a written decision, the arbitrator will rule at the close of the hearing.
6. The arbitration hearing shall be closed unless the parties agree otherwise in writing.
7. An appeal to arbitration shall not inhibit efforts by the University and the UC-AFT to resolve the grievance. The UC-AFT shall have the authority to withdraw a grievance or enter into an agreement with the University to settle a grievance appealed to arbitration. An agreement to settle or withdraw a grievance appealed to arbitration reached between the University and the UC-AFT shall be binding on librarians.
8. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the *record of the hearing*. The arbitrator's decision will set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted by the parties. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement.
9. Where there is an issue of pay, benefits, or rights, if the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the librarian the pay, benefits, and/or rights lost as a result of a violation of the Agreement, less any compensation from any source recognized by law as appropriate to offset such a remedy. The decision and award of the arbitrator shall be final and binding upon the parties to this Agreement and the librarians in the bargaining unit. The University will not be liable for back wages or other monetary reimbursement for:
 - a. any period of time during which an extension of time limits has been granted at the request of the UC-AFT;
 - b. any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date, as agreed to in C.4., is rejected by the UC-AFT, or where it is set at the request of the University under the provisions of C.5.; and,
 - c. any period of time greater than thirty (30) calendar days prior to the date the grievance was filed pursuant to Article 26. Grievance Procedure.
10. The arbitrator shall have the authority to determine whether the University has violated a procedure set forth in Article 4. However, in any grievance alleging a violation of Article 4, the arbitrator shall not have the authority to review any decision to:
 - a. Initiate an academic review;
 - b. Award or deny a merit increase;
 - c. Award or deny a promotion;
 - d. Award or withhold career status;
 - e. Terminate a librarian following academic review.

If the arbitrator finds that the alleged violation had a material, negative impact on the outcome of the review, the arbitrator's remedy shall be limited to directing the

University to repeat, to the extent practicable, the review process from the point at which the violation occurred.

11. The arbitrator's fees and the costs of transcripts requested by the arbitrator or both parties shall be borne equally by the parties. Costs for transcripts requested by only one party shall be borne by the requesting party.
12. A party who cancels or postpones an arbitration will be liable for any cancellation or postponement fees.

F. TIME LIMITS

1. Deadlines which fall on days which are not business days at the appropriate location will be automatically extended to the next business day.
2. Any time limit herein may be extended by mutual agreement of the parties in advance of the expiration of that time limit. Such extension shall be confirmed in writing.
3. The parties agree to extend a time limit accordingly in the event that untimely mail delivery at any step of this procedure prevents the addressee from responding in a timely manner.
4. Written communications from the University as required in this Article will be accompanied by a Proof of Service, which will be completed by the person mailing or personally delivering the document. The date of the post-mark for materials that are sent via the United States Mail will establish the beginning of the time limit as set forth in this Article. For materials delivered by hand, the date of receipt will establish the beginning of the time limit as set forth in this Article.

G. PAY STATUS

Upon advance request, the grievant and the UC-AFT representative, if the representative is a librarian, shall be granted leave with pay to attend arbitration hearings and meetings convened by the University. Librarians who are called by the parties to testify shall be granted leave with pay upon advance request for the period of time required to testify.

H. PANEL OF ARBITRATORS

1. The parties agree that there will be a standing panel of thirteen (13) arbitrators to hear arbitration cases scheduled for hearing pursuant to the provisions of this Article.
2. If agreement cannot be reached on all thirteen (13) arbitrators, the remaining number needed to complete the panel will be selected alternately by the parties. The party selecting first shall be determined by the flip of a coin.
3. The procedure for modifying the panel shall be as follows:
 - a. Each party shall have the right to eliminate up to two (2) arbitrators from the panel once each calendar year. The party exercising this right shall notify the other party in writing of the name(s) of the arbitrator(s) to be stricken from the panel.
 - b. In replacing an arbitrator who has been eliminated, declined to participate, or who has resigned, or in adding an arbitrator to complete the panel, if the parties cannot agree on a replacement, the parties will exchange lists of nominations within sixty (60) calendar days. The parties shall alternately strike names from the combined lists, with the party striking first determined by a flip of a coin. Any arbitrator eliminated under a. above may not be placed on the panel again.
4. The parties shall jointly send letters inviting arbitrators to serve on the panel. The invitations shall state that if they agree to participate, they will comply with the provisions of this Agreement.

ARTICLE 28
ALTERNATIVE DISPUTE RESOLUTION PROCESS

A. POLICY

This Policy provides librarians in this bargaining unit the opportunity to present complaints. The use of this Policy shall not be discouraged by the University by any means, either direct or indirect.

B. SCOPE/DEFINITION

The use of this Alternative Dispute Resolution Process is limited to complaints that arise from alleged violations of Article 5 and/or Article 6.

A complaint is defined as:

1. a complaint/appeal by a bargaining unit librarian that a specific administrative act was arbitrary or capricious and adversely affects the librarian's existing terms or conditions of employment; or
2. a claim by a bargaining unit librarian of a violation of a provision of applicable University rules, regulations, or the policies contained in 5 and/or Article 6 which adversely affects the librarian's existing terms or conditions of employment.

C. ELIGIBILITY

This Policy applies to all bargaining unit librarians of the University.

D. STANDARDS/PROCEDURES

An administrator or office shall be designated as the complaint resolution liaison. The intent of this process is to encourage voluntary resolution including mediation when it is desired by both parties. Each campus is encouraged to implement a mediation process to facilitate voluntary resolution of grievances.

1. The formal complaint described in Step II, below, must be filed in writing with the complaint resolution liaison within thirty (30) calendar days from the date on which the librarian knew, or could reasonably be expected to know, of the event or action which gave rise to the complaint, or within thirty (30) calendar days after the date of separation, whichever is earlier. Informal review does not extend this thirty-day time limit.
2. Step I. Informal Review
 - a. Step 1 of the process is the attempt at informal resolution. Prior to filing a formal complaint, the complainant shall attempt informally to resolve the complaint with the immediate supervisor or responsible administrator whose action is being grieved. If the complaint cannot be resolved through informal discussion, the complainant may pursue the formal review process. Attempts at informal resolution do not extend the time limits for filing a formal complaint unless a written exception is granted by the complaint resolution liaison.
 - b. If informal resolution with the immediate supervisor or responsible administrator is attempted or is unsuccessful, a grievant may request that complaint resolution liaison assist in resolving the complaint. Where appropriate, the complaint resolution liaison may work with the parties to reach an informal resolution.
3. Step II. Formal Review
 - a. A complaint that is not resolved informally to the satisfaction of the complainant at Step I may be presented by the complainant for formal Step II review. The appeal to Step II must be filed in writing with the complaint resolution liaison no later than expiration of the thirty (30) calendar-day period specified in section a., above, even if informal review

has not been concluded, unless a written exception is granted by the complaint resolution liaison. Attempts at informal resolution may continue after a formal grievance has been filed, but are not required. Except by mutual written agreement of the parties, no additional issues shall be introduced after the appeal to Step II has been filed.

- b. The Step II complaint shall be reviewed by the appropriate department head and a written response issued to the complainant. If the department head is also the immediate supervisor who was involved in the informal review, the complaint shall be reviewed by someone at a higher administrative level other than the immediate supervisor.
- c. The complaint must:
 - 1) identify the specific administrative act(s) to be reviewed;
 - 2) specify how the complainant was adversely affected;
 - 3) specify in what regard, if any, the administrative act(s) were arbitrary or capricious;
 - 4) list the section(s) and specific provision(s) of applicable University rules, regulations, or policies listed in Article 5 and/or Article 6 alleged to have been violated, if any, and how those provisions were violated;
 - 5) provide date(s) of attempts at informal resolution and identity of persons contacted; and
 - 6) specify the remedy requested.
- d. Upon receipt of a Step II appeal, the complaint resolution liaison shall complete an initial review of the complaint and determine whether the complaint is complete, timely, and within the jurisdiction of this alternative dispute resolution process. Within ten (10) calendar days, the complaint resolution liaison shall notify the complainant in writing of the acceptance of the complaint. If the complaint is not accepted, the reasons shall be specified as follows:
 - 1) If the complaint resolution liaison determines that the complaint is incomplete or factually insufficient, the complainant will have ten (10) calendar days from the date of the written notice to provide information to make the complaint complete, including additional facts. If the complainant fails to make the complaint complete or provide sufficient facts, the complaint will be dismissed.
 - 2) If the complaint resolution liaison determines that the complaint is untimely or outside the jurisdiction of this alternative dispute resolution process, the complaint will be dismissed.
 - 3) If the complaint raises multiple issues, the complaint resolution liaison will make a determination described above with regard to each issue. The complaint resolution liaison may accept some issues and dismiss others pursuant to this review process.
 - 4) If all or part of a complaint is dismissed at this stage, the complaint resolution liaison will provide the complainant with a written explanation of the basis for the dismissal.
- e. When a formal written complaint is accepted, the complaint resolution liaison shall forward the complaint and any supporting materials to the Step II reviewer for review and written decision, and notify the Step II reviewer and the complainant of the date that the Step II response is due. Generally the Step II reviewer will be the department or unit head. However, if the department or unit head took the action which is the subject of the complaint, the complaint resolution liaison may exercise discretion and designate another administrator as the Step II reviewer,

and so notify the department or unit head and the complainant.

- f. The Step II reviewer shall review the complaint, and, if appropriate, investigate and/or meet with the parties. The department head or other reviewer shall respond in writing to the complainant and the complaint resolution liaison within thirty (30) calendar days after the date the formal complaint is received by the Step II reviewer. The response will include a statement that the complaint is denied or upheld in whole or in part and that the complainant has the right to appeal the decision to Step III of the complaint resolution procedure.
 - g. A complaint that is not resolved at Step II may be appealed for resolution at Step III.
4. Step III. Administrative Consideration
- a. A formal complaint not resolved to the satisfaction of the complainant at Step II may be appealed in writing to Step III with the complaint resolution liaison within fifteen (15) calendar days from the day on which the Step II response is issued. The Step III appeal must set forth the unresolved issue(s) and the remedy requested. Except by mutual written agreement of the parties, no issues shall be introduced in the appeal that were not included in the Step II complaint.
 - b. Within seven (7) calendar days from the receipt of a Step III appeal, the complaint resolution liaison shall forward the appeal, the Step II complaint, and the Step II response to the Chancellor or his/her designee for review and written decision.
 - c. Based on the record, the Chancellor or his/her designee shall determine whether the Step II complaint was properly reviewed and whether the decision made at Step II shall be upheld, rejected, or modified.
 - d. The Chancellor or his/her designee shall provide a final written decision to the complainant within thirty (30) calendar days following receipt of the Step III appeal. The written decision shall include a statement of the reasons if the decision of the Step II reviewer is rejected or modified in whole or in part and a statement that the decision is final.
5. General Provisions
- a. Representation
 - 1) A complainant may be self-represented or may be represented by another person at any stage of the complaint process.
 - 2) The University shall be represented as the designated campus official deems appropriate; representation may be provided by the Office of General Counsel.
 - b. Time Limits
 - 1) Prior to expiration of a time limit, extensions may be granted by the complaint resolution liaison upon written request by either party.
 - 2) Complaints not appealed in a timely manner will be resolved on the basis of the University's response at the previous step of the alternative dispute resolution process. The failure of the administration to respond in a timely manner shall be a basis for the complainant to appeal to the next step. Time limits which fall on a Saturday, Sunday, or University-observed holiday shall be automatically extended to the next University business day.

c. Pay Status

The complainant and the complainant's representative, if any, shall be granted leave with pay to attend hearings and meetings convened by the University to consider grievances. Except as specified below, time spent by the complainant in investigation and preparation of a complaint shall not be on pay status. Time spent by University employee-witnesses in meetings and hearings convened by the University shall be leave with pay.

d. Remedy

If the complaint is sustained in whole or in part, the remedy shall not exceed restoring to the complainant the pay, benefits, or rights lost as a result of the violation of University rules, regulations, or policies listed in Article 5 and/or 6, or as a result of an arbitrary or capricious administrative action, less any income earned from any other employment. If the reviewer's finding and recommendation(s) include a remedy for back pay, the amount of back pay shall be determined by the administration. Disputes over the amount of back pay may be referred back to the reviewer for a separate recommendation. Any claim of back pay must be supported by appropriate documentation. Payment of attorney's fees shall not be part of the remedy. Unless specifically authorized by the complaint resolution liaison, compensation shall not be paid for any period that is the result of extension(s) of time requested by or on behalf of the complainant.

**ARTICLE 29
CONCERTED ACTIVITIES**

- A. During the term of this Agreement, or any written extension thereof, the University agrees that there will be no lockouts by the University.
- B. During the term of this Agreement, or any written extension thereof, the UC-AFT, on behalf of its officers, agents and librarians, agrees that there shall be no concerted activities which would interfere with the operations of the University nor any strikes.
- C. During the term of this Agreement, or any written extension thereof, the UC-AFT, its officers, agents, and librarians agree that they shall not in any way participate in, or lend support to, any strikes, including sympathy strikes, or concerted activities of any kind in violation of this Article.
- D. Any librarian who violates this Article may be subject to corrective action up to and including termination of employment. The UC-AFT shall have the right to appeal any action constituting corrective action administered to a librarian by the University under this Article.
- E. Should any activities in violation of this Article occur, the UC-AFT shall immediately take whatever affirmative action is necessary to prevent and/or bring about the termination of such action or interference with the operations of the libraries. Such affirmative action shall consist of sending an immediate written notice to all librarians at their work or email addresses and home address (if available) stating that they must cease their violation of this Agreement, and that they may be subject to corrective action up to and including dismissal. The prohibitions set forth in this article do not apply to librarians with respect to the use of their personal non-work time.
- F. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

**ARTICLE 30
SEVERABILITY**

- A. In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, or when an appropriate administrative agency has issued a final decision, such action shall not invalidate the entire Agreement. It is the express

intention of the parties that all other provisions not declared invalid or void shall remain in full force and effect. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet within thirty (30) calendar days upon request of either party in an attempt to reach an agreement on a substitute provision.

- B. In the event of a final judicial determination requiring the University to provide access to confidential material and/or to its internal campus mail system, the parties agree to meet within thirty (30) calendar days upon request of either party in an attempt to reach an agreement on a substitute provision for the appropriate Article(s) of this Agreement.

ARTICLE 31 WAIVER

- A. The University and the UC-AFT acknowledge that during the negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that this Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity.
- B. The parties agree that the University shall be able to maintain its historic role of consulting with the Librarians Association of the University of California (LAUC) with respect to local policies and procedures involving peer review actions, the allocation of professional development funds, and matters that are not covered by this Agreement or are not otherwise subject to negotiation with the UC-AFT. Local campus policies and procedures directly pertaining to the granting of merit increases, promotion, or the award of career status may be modified by the University annually following appropriate consultation with LAUC.
- C. Except as otherwise provided for in this Agreement, or upon the mutual consent of the parties to seek written amendment thereto, the University and the UC-AFT, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not raised during negotiations or specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

ARTICLE 32 REASONABLE ACCOMMODATION

A. GENERAL

The University provides reasonable accommodation to otherwise qualified employees who are disabled or become disabled and need assistance to perform the essential functions of their positions. The interactive process shall be used to determine what, if any, reasonable accommodation will be made.

B. THE INTERACTIVE PROCESS

The interactive process is an ongoing dialogue between the employee and appropriate representatives of the University about possible options for reasonably accommodating the employee's disability. Options may include, but are not limited to: a modified work schedule; a leave of absence; reassignment; modified equipment, assistive devices; modification of existing facilities; and restructuring the job. Both the University and the employee are expected to participate in the interactive process.

During the interactive process the University considers information related to: the essential functions of the job; functional limitations; possible accommodations; the reasonableness of possible accommodations; and implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made.

C. MEDICAL DOCUMENTATION

The employee is responsible for providing medical documentation to assist in understanding the nature of the employee's functional limitations. When necessary, the University may require that the employee be examined by a University-appointed licensed healthcare provider. In such a case, the University shall pay the costs of any medical examinations requested or required by the University.

**ARTICLE 33
MEDICAL SEPARATION**

- A.** Medical separation is a separation from employment when a librarian is unable to perform the essential assigned functions of his/her position, with or without reasonable accommodation, due to a disability or medical condition. A librarian who is medically separated is eligible for special reemployment procedures as set forth in Section H. below. Except by mutual consent, a librarian shall not be medically separated under this Article while on any authorized leave.
- B.** EXCEPT AS PROVIDED IN C. BELOW, A MEDICAL SEPARATION SHALL BE BASED ON:
1. a statement describing the essential functions the librarian is unable to perform and a written review by a vocational rehabilitation counselor, or appropriate representative, determining that no reasonable accommodation exists without causing undue hardship; and,
 2. any medical, psychiatric or other pertinent information presented by the librarian, the medical examiner of the librarian, or the University.
- C.** A medical separation may also be based on the librarian's receipt or notice of approval for disability payments from a retirement system to which the University contributes, such as UCRS or PERS, or approval of University long-term disability insurance benefits and a written review by a vocational rehabilitation counselor, or appropriate representative, determining that no reasonable accommodation exists without causing undue hardship.
- D.** The University shall pay the reasonable costs of any medical and/or psychiatric examinations requested by the University. When feasible, the University will present the librarian with a list of authorized medical practitioners from which the librarian shall make a selection, unless the parties mutually agree to use a medical practitioner not on the list.
- E.** When the University intends to medically separate a librarian, the librarian shall be given written notice of the intent to separate for medical reasons. The notice shall:
1. be given to the librarian either by delivery of the notice to the librarian in person, or by mail with Proof of Service;
 2. state the reason for the medical separation;
 3. include copies of pertinent material considered, except that excluded by medical privilege or applicable statute;
 4. state that the librarian or representative has the right to respond, and to whom, within ten (10) calendar days from the date of issuance of such notice, either orally or in writing, regarding the medical separation; and
 5. state the proposed effective date of the action, which shall be no earlier than thirty (30) calendar days from the date of this notice.
- F.** Upon written request of the librarian, the University will request that copies of medical records from the University appointed medical examiner be forwarded to the physician of record or choice of the librarian.

- G. If the University determines that a medical separation is appropriate and that no reasonable accommodation can be made, the librarian will be given written notice of the medical separation. The notice shall:
1. specify the effective date of the medical separation;
 2. state the reasons for the medical separation;
 3. provide a description of the essential functions of the position that the librarian is unable to perform, with or without reasonable accommodation, due to their disability or medical condition.
 4. provide an explanation of why the librarian cannot be reasonably accommodated, including where applicable, whether reasonable accommodations were attempted and failed; and
 5. state the right of the librarian to grieve the action under Articles 26. Grievance Procedure and 27. Arbitration of this Agreement.
- H. For a period of one year following the date of a medical separation, a medically separated librarian may be selected for a position within the unit without the requirement that the position be publicized. In order to be eligible for rehire under this Article, the medically separated librarian must provide a medical certification from a University approved medical physician describing in detail the medically separated librarian's ability to return to work. However, if the medically separated librarian is receiving disability benefits from a retirement system to which the University contributes, the eligibility period shall be three (3) years from the date the disability benefits commenced. If a librarian separated under this Article is reemployed in the unit within the allowed period, neither a break in service nor loss of career status shall occur.

ARTICLE 34 FLEXIBLE WORK ARRANGEMENTS

- A. Librarians may request a flexible work arrangement (e.g., telecommuting).
- B. Librarians should request this arrangement according to local campus procedures or practices. The University is supportive of flexible work arrangements when the arrangements meet the objectives of the University as well as the employee's needs.
- C. Denial of a flexible work arrangement request shall not be arbitrary or capricious.
- D. This article is not subject to grievance or arbitration.

ARTICLE 35 DURATION OF AGREEMENT

- A. The terms and conditions of this Agreement shall remain in full force and effect until September 30, 2012 at 11:59 PM.
- B. Except as provided herein, neither party shall have any duty to meet and confer with respect to any modification of this Agreement.
- C. **RE-OPENER BARGAINING**
 1. The parties shall begin reopener bargaining on Salary for 2011-12 by May 1, 2011.
 2. During the period of reopener negotiations, reopened articles remain in full force and effect until either final settlement, exhaustion of impasse procedures, or expiration of expiration of the final agreement.
 3. The University will lift the contractual prohibition against strikes and concerted activities in the Concerted Activities Article following conclusion of the Impasse fact-finding process.

D. NEGOTIATIONS OF A SUCCESSOR AGREEMENT

On October 1, 2012, the entire contract may be opened for the purpose of negotiating amendments to any Article. Timely notice, as provided below, shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Article(s) specified. Neither party shall have any obligation or requirement to negotiate any provisions of any Article(s) not timely noticed.

1. No later than November 30, 2011, the University and the UC-AFT shall meet for one day, or as mutually agreed, to discuss each Article of the contract and present issues of interest for the successor bargaining. During this meeting, the parties shall alternate being the first party to present its issues of interest on each article.
 2. Each party must provide the other with written notice of its selected article(s) and a list of bargaining team members by no later than March 1, 2012. Each party's written contract language proposals for the articles subject to negotiations must be submitted to the other party by April 1, 2012.
 3. By April 15, 2012, the parties shall set a mutually agreeable start date for the negotiations.
- E. In the event that neither party gives timely notice as set forth in this article, this Memorandum of Understanding shall remain in effect on a year-to-year basis. In the event that the Memorandum of Understanding continues in this manner and either party wishes to bargain, the parties shall provide written notice of selected articles no later than December 1 of the applicable year.

ARTICLE 36 SPECIAL RETIREMENT BENEFITS

A librarian who has attained the rank of Librarian with at least 10 years of University service, and who retires from an active appointment on or after July 1, 2003, shall be eligible to receive the campus benefits equivalent to those provided to non-Senate appointees who have been granted emeritus status at that campus. The AFT acknowledges that the level of benefits provided to non-Senate emeriti varies by location. The emeriti benefits are subject to change at the sole discretion of the University.

These benefits do not confer emeritus status. Librarians interested in attaining emeritus status should contact the campus library Human Resources office.

AGREEMENT OF NEGOTIATORS

Agreement of the Negotiators

Saturday, March 8, 2008

Sunday, March 9, 2008

Sunday, March 9, 2008

The UC-AFT and the University have engaged in their best efforts to review tentatively agreed upon articles for accuracy on Saturday, March 8, 2008. The UC-AFT and the University agree that either party may identify technical errors in the written tentative agreements within the next seven (7) business days. In such event, the parties agree to discuss and work to resolve such errors.

The UC-AFT and the University further agree that all articles of the Memorandum of Understanding not included in the tentative agreements reached on Saturday, March 8, 2008 remain in full force and effect as previously written.

Sunday, March 9, 2008

The UC-AFT agrees to withdraw all bargaining-related information requests.

For the UC-AFT:

Mike Rodkin
Mike Rodkin
Chief Negotiator

3/9/08 3:40 AM
Date

For the University:

Deanna Dudley
Deanna Dudley
Chief Negotiator

3/9/08 3:40 AM
Date

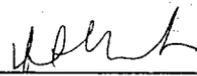
AUTHORIZING SIGNATURES

The foregoing Agreement between the University Council – American Federation of Teachers and The Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA

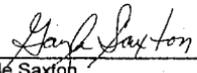
UNIVERSITY COUNCIL – AMERICAN
FEDERATION OF TEACHERS

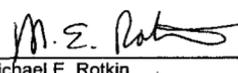
By: 
Dwaine B. Duckett
Vice President
Human Resources

By: 
Bob Samuels
UC-AFT President

Date: 6/3/10

Date: 7/17/10

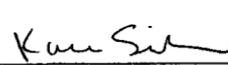
By: 
Gayle Saxton
Director
Employee/Labor Relations & Policies

By: 
Michael E. Rotkin
Chief Negotiator

Date: 05-11-2010

Date: 7/17/10

By: 
Peter M. Chester
Chief Negotiator
Employee/Labor Relations & Policies

By: 
Karen Sawislak
UC-AFT Executive Director

Date: 05-11-10

Date: 7/17/10

APPENDIX A

**LIBRARIAN SERIES*
FISCAL YEAR**

Rank	Step	Years at Step	Salary Scale 10/1/08		Salary Scale 10/1/09	
			Annual	Monthly	Annual	Monthly
Assistant Librarian	I	2	46,164	3,847.00	46,164	3,847.00
	II	2	47,087	3,923.92	47,087	3,923.92
	III	2	48,029	4,002.42	48,029	4,002.42
Associate Librarian	I	2	48,029	4,002.42	48,029	4,002.42
	II	2	49,404	4,117.00	49,404	4,117.00
	III	2	52,860	4,405.00	52,860	4,405.00
	IV	2	56,496	4,708.00	56,496	4,708.00
	V	2	60,408	5,034.00	60,408	5,034.00
	VI	2	64,560	5,380.00	64,560	5,380.00
	VII	3	68,892	5,741.00	68,892	5,741.00
Librarian	I	3	68,892	5,741.00	68,892	5,741.00
	II	3	75,708	6,309.00	75,708	6,309.00
	III	3	82,524	6,877.00	82,524	6,877.00
	IV	3	88,488	7,374.00	88,488	7,374.00
	V	---	95,388	7,949.00	95,388	7,949.00
	VI	---	102,540	8,545.00	102,540	8,545.00
	VII	---	110,028	9,169.00	110,028	9,169.00

Comp Group 74

* For employees in any of the above-referenced titles who are exclusively represented, the application of the Salary Scale is subject to the requirements of the Higher Education Employer-Employee Relations Act (HEERA). As such, for employees covered by a Memorandum of Understanding (MOU), the Salary Scale applies only to the extent provided for in the MOU.

**APPENDIX B
CAMPUS DESIGNATED GRIEVANCE OFFICE**

Written grievances at Step 2 and Step 3 are to be filed with the following offices:

Berkeley

Labor Relations Office
University of California
207 University Hall
Berkeley, CA 94720-3540
(510) 643-6001

Riverside

Labor Relations Office
University of California
1150 University Avenue, Suite A
Riverside, CA 92521
(951) 827-3641

Davis

Office of Employee and Labor Relations
University of California
192 Administrative Annex
Davis, CA 95616
(530) 752-6660

San Diego

Labor Relations
University of California
10280 N. Torrey Pines Road, Suite 265A
La Jolla, CA 92093-0921
(858) 534-2810

Irvine

Labor Relations
University of California
Suite 2500, Berkeley Place
Irvine, CA 92697-4600
(949) 824-8311

San Francisco

Labor Relations
University of California
Box 1202 LHTS
3333 California Street, Suite 305
San Francisco, CA 94143
(415) 476-3905

Los Angeles

Employee and Labor Relations
University of California
10920 Wilshire Blvd., Suite 200
Los Angeles, CA 90024-6504
(310) 794-0860

Santa Barbara

Labor Relations
University of California
3101 SAASB Building
Santa Barbara, CA 93106
(805) 893-4263

Merced

Human Resources
U. C. Merced
P. O. Box 2039
Merced, CA 95344
(209) 724-4456

Santa Cruz

Mailing:
Labor Relations
University of California
1156 High Street
Santa Cruz, CA 95064
(831) 459-2017

Physical:
1201 Shaffer Road
Santa Cruz, CA 95060

**APPENDIX C
ENUMERATION OF UNIVERSITY BENEFITS**

A. HEALTH BENEFITS

1. Medical Program

A variety of Medical Plans is available to cover eligible employees and their eligible family members. Choice of plans may vary from location to location. Eligible part-time employees appointed and paid by the University to work a specified minimum appointment and average regular paid time may be covered by the CORE major medical plan.

2. Dental Program

Dental plans are available to cover eligible employees and their eligible family members.

3. Vision Program

A comprehensive vision care benefit is available to cover eligible employees and their eligible family members.

B. UNIVERSITY OF CALIFORNIA RETIREMENT SYSTEM (UCRS)

1. University of California Retirement Plan (UCRP) - Eligible employees covered by this Agreement shall be covered by (UCRP).

2. Tax-Deferred 403(b) Plan – Voluntary participation in the UCRS Tax-Deferred 403(b) Plan is available to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides a mix of internally and externally managed investment options.

3. Defined Contribution Plan (DC Plan)

a. Pre-Tax Account - All current member contributions to the (UCRP) are redirected to the Pretax Account. Although payroll reductions default to the Savings Fund, participants are offered a mix of internally and externally managed investment options. Redirection is subject to annual Regental Review.

b. Pre-Tax/Safe Harbor Account - Employees who are not in a UC sponsored defined benefit retirement plan make mandatory contributions of 7.5% of earnings up to the Social Security wage base to the Pretax Account in lieu of paying the Old Age, Survivors and Disability Insurance portion of Social Security taxes (Safe Harbor contributions). Although payroll reductions default to the Savings Fund, participants are offered a mix of internally and externally managed investment options.

c. After Tax Account - Voluntary participation in the After-Tax Account is available to all University employees except students who normally work less than twenty (20) hours per week. Payroll deductions may be invested in a mix of internally and externally managed investment options.

4. 457(b) Deferred Compensation Plan – Voluntary participation in the UCRS 457(b) Plan is available to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides a mix of internally and externally managed investment options.

5. Alternate Retirement Plans

Employees covered by alternate retirement plans are subject to plans rules and regulations, and not subject to UCRP coverage.

C. LIFE INSURANCE

1. University Paid

UC provides Basic or Core Life Insurance coverage at no cost for most employees. Eligible employees are automatically enrolled in the plan. The amount of insurance varies, depending on the employee's appointment and average regular paid time.

2. Supplemental

Supplemental Life, Dependent Life and Expanded Dependent Life insurance are available and can be purchased for employees and their eligible family members for a monthly premium through payroll deductions.

D. OTHER INSURANCE

1. Accidental Death & Dismemberment Insurance (AD&D)

UC offers the AD&D plan to help protect employees and their eligible family members from the unforeseen financial hardship of a serious accident that causes death or dismemberment. Eligible employees may purchase Optional AD&D insurance. A variety of coverages and amounts of coverage are available.

2. Business Travel Accident Insurance

Employees who are traveling on official University business are covered by \$100,000 of accidental death and scheduled dismemberment insurance.

3. Disability Insurance

a. Short-Term Disability Insurance – UC provides Short-Term disability insurance to eligible employees.

b. Supplemental Disability Insurance- Optional supplemental disability insurance may be purchased by eligible employees. This optional coverage augments the Short-Term Disability Insurance referenced above, and provides income protection during Long Term Disability coverage. These benefits, in conjunction with state-mandated Workers' Compensation and Social Security disability benefits, create a comprehensive safety net to protect employees from loss of wages over the course of a disability period.

4. Legal Expense Insurance Plan

UC offers a Legal Expense Insurance plan with coverage for basic legal services that can be purchased through payroll deductions for employees and eligible family members.

5. Auto/Homeowner Insurance

UC offers eligible employees the opportunity to participate in an Auto/Homeowner Insurance plan. Individual Policies can be purchased through payroll deductions.

E. OTHER BENEFITS

1. Tax Savings on Insurance Premiums (TIP)

Employees enrolled in certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After the University contribution, if any, is applied the net insurance premiums are deducted on a pre-tax, salary reduction basis.

2. Flexible Spending Accounts

- a. Dependent Care Reimbursement Account (DepCare) – DepCare is available to eligible employees and allows employees to pay for eligible dependent care expenses on a pretax, salary reduction basis.
- b. Health Care Reimbursement Account (HCRA) – The Health Care Reimbursement Account is available to eligible employees and allows them to pay for eligible health care expenses not covered by the employee's medical, dental, or vision plans on a pretax, salary reduction basis.

3. Death Payments

Death payments are provided upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death. Payment is a sum equal to the deceased's regular salary for one (1) month, and shall be paid to the person or persons in the first of the following categories in which there is a survivor: legal spouse or domestic partner; child or children; parent or parents; or siblings. If there is no survivor in any of the foregoing categories, the benefit will be paid to the estate, or if there is no estate, to the beneficiary designated in the deceased's University-paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse or domestic partner and/or eligible dependent(s).

**APPENDIX D
FAMILY CARE AND MEDICAL LEAVE AND
PREGNANCY DISABILITY/CHILDBEARING LEAVES**

A. FAMILY CARE AND MEDICAL LEAVE

Family Care Leave includes Parental Leave and Family Illness Leave. Medical Leave is provided for the Librarian's own serious health condition.

1. Definitions

- a. **Parental Leave** is to care for the Librarian's newborn or a child who has been placed with the Librarian for adoption or foster care.
- b. **Family Illness Leave** is leave to care for the Librarian's child, parent, spouse or domestic partner with a serious health condition.
- c. **Medical Leave** is leave granted for the Librarian's own serious health condition which makes the Librarian unable to perform any one or all of the essential assigned functions of the Librarian's position. A Librarian disabled because of pregnancy-related conditions is covered below under Section B., Pregnancy Disability/Childbearing Leave.
- d. A **Librarian's own serious health condition** is an illness, injury, impairment, or physical or mental condition, that renders the Librarian unable to perform any one or all of the essential functions of the Librarian's position and involves the following:
 - 1) inpatient care in a hospital, hospice, or residential medical care facility, or
 - 2) continuing treatment by a health care provider for:
 - a) a period of incapacity of more than three (3) consecutive calendar days, or
 - b) any period of incapacity or treatment due to a chronic serious health condition, or
 - c) any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
- e. A **serious health condition for the purposes of family illness leave** is an illness, injury, impairment, or physical or mental condition, as described in A.1.d.(1) and (2) above, which warrants the participation of the Librarian to provide supervision or care during a period of treatment or incapacity including psychological comfort.
- f. A **family member** for the purposes of family care leave is the Librarian's biological, adopted, or foster child, stepchild or legal ward who is under eighteen (18) years, a child for whom the Librarian stands in loco parentis, or an adult dependent child; a biological, foster, or adoptive parent, stepparent or legal guardian, an individual who stood in loco parentis while the Librarian was a child; spouse; or domestic partner.
- g. A **health care provider** is an individual who is licensed in California or is duly licensed in another State or jurisdiction, to hold either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate, or who is duly licensed as a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), nurse practitioner or nurse mid-wife performing within the scope of her/his duties, or Christian Science practitioner or any health care provider that the Librarian's health plan carrier recognizes for purposes of payment.

- h. **"1,250 Hours of Actual Service"** means time actually spent at work and does not include any paid time off including, but not limited to, a Librarian's use of accrued vacation, compensatory time, or sick leave, nor does it include time paid for holidays not worked or time spent in unrestricted on-call status.

2. Eligibility Criteria

Librarians who have at least twelve (12) cumulative months of University service (all prior University service, including service with the UC managed Department of Energy Laboratories, shall be used to calculate the twelve-month service requirement) and have at least 1,250 hours of actual hours worked, during the twelve-month period immediately preceding the commencement of the leave are eligible for and shall be granted up to a total of twelve (12) workweeks of FMLA Leave during a calendar year. Family Care and Medical Leave is unpaid leave, except as provided in this Section. All paid time off used for family care and/or medical leave purposes shall be deducted from the twelve-workweek FMLA maximum. Family Care and Medical Leave shall not exceed twelve (12) workweeks in a calendar year. If the Librarian has exhausted his/her entitlement to FMLA, he/she may apply for additional leave pursuant to Article 20.

3. Notice

- a. If the Librarian learns of the event giving rise to the need for leave more than thirty (30) calendar days in advance of the leave's anticipated initiation date, the Librarian shall give the University at least thirty (30) calendar days notice of the need for leave. A Librarian who fails to give thirty (30) days' notice for a foreseeable leave with no reasonable basis for the delay, may have the family care and/or medical leave delayed until thirty (30) days after the date on which the Librarian provides notice.
- b. If the need for leave is foreseeable due to a planned medical treatment or the supervision of a family member's medical treatment, the Librarian shall make reasonable efforts to schedule the treatment so as to not unduly disrupt the University's operations.
- c. If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the Librarian shall provide the University with as much notice as practicable, that is, within one or two business days of when the need for leave becomes known to the Librarian.
- d. The University shall determine whether the Librarian is eligible and qualifies for a FMLA leave and shall notify the Librarian, in writing, when the leave is designated or provisionally designated as FMLA leave. The duration and terms of the leave and the date of return are determined when the leave is granted. Extensions, if any, up to an aggregate of 12 workweeks in a calendar year may be granted in accordance with this Section.

4. Certification

a. For the Librarian's Own Serious Health Condition

When a leave of absence is requested for the Librarian's own serious health condition, the University may require that a Librarian's request for leave be supported by *written certification* issued by the Librarian's health care provider. When certification is required by the University, such requirement shall be submitted to the Librarian in writing. Certification may be provided by the Librarian on a form given to the Librarian by the University and shall, regardless of the format, in addition to certifying that the Librarian has a serious health condition, include:

- 1) a statement as to whether the Librarian is unable to perform any one or more of the essential assigned functions of the position

including a statement of the function(s) the Librarian is unable to perform, and

- 2) the date, if known, on which the Librarian's serious health condition began, the probable duration of the condition and the Librarian's probable date of return, and
- 3) whether it will be necessary for the Librarian to take leave intermittently or to work on a reduced leave schedule, and if so, the probable duration of such schedule, and,
- 4) if the condition is chronic and the Librarian is presently incapacitated, the duration and frequency of episodes of incapacity.

b. If Leave is Requested for the Librarian's Family Member

When a leave of absence is requested for the serious health condition of the Librarian's family member, the University may require that a Librarian's request for leave be supported by written certification issued by the family member's health care provider. When certification is required by the University, such requirement shall be submitted to the Librarian in writing. Certification may be provided by the Librarian on a form given to the Librarian by the University and shall, regardless of the format, in addition to certifying that the Librarian's family member has a serious health condition, include:

- 1) a statement that the family member's serious health condition warrants the participation of the Librarian to provide supervision or care during a period of the treatment or incapacity or psychological comfort, and
- 2) whether the Librarian's family member will need care intermittently or on a reduced leave schedule and the probable duration that the Librarian is needed to provide care.
- 3) In addition, the Librarian will be required to certify either on the form or separately the care he/she will provide the family member and the estimated duration of the period of care.

c. Should there be any question regarding the validity of the Librarian's certification for his/her own serious health condition, the University may, at its discretion, require the Librarian to obtain a second medical opinion from a second health care provider selected by the University. Should the second medical opinion differ from the opinion of the Librarian's own health care provider, the University may require a third medical opinion from a third health care provider, jointly agreed to by the Librarian and the University. The University shall bear the cost of the second and third opinions and the third opinion shall be final.

d. If additional leave is requested or should the circumstances of the leave change, the University may require the Librarian to obtain recertification. Such requests for subsequent certification may be either verbal or in writing.

e. If certification and/or recertification is required, the Librarian shall return the certification within fifteen (15) calendar days of the University's request, where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in delay of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period, may result in discontinuance of the leave until the required certification is provided. If the Librarian fails to provide the required certification and the leave has not begun, the request for family and/or medical leave will be

denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FMLA leave.

- f. If the Librarian fails to provide a completed certification and/or recertification, the Librarian shall be given fifteen (15) calendar days to perfect the certification/recertification. Failure to perfect an incomplete certification/ recertification within the requested time period may result in delay of the leave or discontinuance of the leave until the required certification/recertification is provided. If the Librarian fails to provide a complete certification/recertification and the leave has not begun, the request for family and/or medical leave will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FMLA leave.
- g. Confirmation of Family Relationship
 - 1) The University may, at its discretion, require a Librarian requesting leave to care for a family member with a serious health condition or requesting Parental leave, to provide documentation of the familial relationship or proof of birth, placement for adoption or in foster care.
 - 2) Failure to provide documentation within fifteen (15) calendar days of the University's request may result in delay of the leave until the required documentation is provided. If the Librarian fails to provide the required documentation and the leave has not begun, the request for family and/or medical leave will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FMLA leave.
- h. A Librarian who has been granted a FMLA leave for his/her own serious health condition shall be returned to the same or an equivalent position when the Librarian, upon the termination of the leave, has been medically released to perform the essential assigned functions of his/her job. Failure to provide a medical release to return to work may result in the delay of reinstatement until the Librarian submits the required medical release certification.

5. Use of Accrued Paid Leave

Family Care and Medical Leave is unpaid, however:

- a. A Librarian on leave for his/her own serious health condition shall use accrued sick leave in accordance with the University's disability plan. Librarians not eligible for University disability benefit and not on leave due to a work incurred injury or illness may use all accrued sick leave prior to taking leave without pay. If sick leave is exhausted, a Librarian may elect to use accrued vacation time prior to taking leave without pay.
- b. A Librarian on Family Care Leave for Family Illness may use sick leave in accordance with Article 21 - Sick Leave, Section B. or a Librarian may elect to use accrued vacation time prior to taking leave without pay.
- c. A Librarian on Family Care Leave for Parental Leave may elect to use accrued vacation time prior to taking leave without pay.

6. Duration

- a. Family Care and Medical Leave shall not exceed twelve (12) workweeks during a calendar year. In the event University policy and/or State or Federal law result in a different date of commencement for this twelve-month period, the commencement period for Librarians in this bargaining unit shall conform to the commencement date generally applicable to other non-bargaining unit Librarians.

- b. When medically necessary and supported by medical certification, the University shall grant an eligible Librarian's request for a reduced work schedule or intermittent leave including absences of less than one day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the Librarian's entitlement of twelve (12) workweeks in the calendar year.
- c. When the Librarian requests an intermittent leave or a reduced work schedule, the University may, at its discretion, require the Librarian to transfer temporarily to an available alternate position for which the Librarian is qualified and which better accommodates the Librarian's recurring period of leave. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

7. Parental Leave

Parental Leave is a form of Family Care and Medical Leave to care for the Librarian's newborn or a child placed with the Librarian for adoption or foster care and shall be initiated and concluded within one (1) year of the birth or placement of the child. The University will grant a Parental Leave subject to the limitations described below. If requested and taken immediately following a Pregnancy Disability/Childbearing Leave, a Librarian eligible for leave under the Family and Medical Leave Act/California Family Rights Act (CFRA) at the beginning of her Pregnancy Disability Leave shall be granted a Parental Leave for up to twelve (12) workweeks provided that the Librarian has not exhausted her FMLA/CFRA leave entitlement for that calendar year.

- a. Requests for Parental Leave: The Librarian shall request Parental Leave sufficiently in advance of the expected birth date of the child or placement of a child for adoption or foster care to allow the University to plan for the absence of the Librarian. The anticipated date of return from Parental Leave shall be set at the time such leave commences, or if requested in conjunction with a FMLA leave on account of the pregnancy/childbearing disability, shall be set at the time such FMLA leave commences. Parental Leave, when taken for adoption or foster care, could commence prior to the date of placement.
- b. Duration: When Parental Leave is combined with a leave for pregnancy-related and/or pregnancy disability, the total Family Care/Parental Leave shall not exceed seven (7) months in the calendar year.
- c. The University shall grant a Parental Leave of less than two (2) weeks duration on any two (2) occasions during the calendar year.
- d. Parental leave in excess of the provisions in this Section 7 may be granted at the University's discretion, not to exceed one year in total inclusive of any Pregnancy Disability and/or Childbearing Leave.

8. Continuation of Health Benefits

- a. A Librarian on an approved FMLA leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to twelve (12) workweeks in the calendar year.
- b. A Librarian on an approved Pregnancy Disability/Childbearing Leave, who is also eligible for leave under the federal Family and Medical Leave Act and the California Family Rights Act, shall be entitled to up to twelve (12) workweeks of health plan coverage for the combined Pregnancy Disability Leave/Parental Leave which runs concurrently with FMLA and/or CFRA.
- c. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

9. Return to Work

When a Librarian has been granted an approved FMLA leave of absence and returns within twelve (12) workweeks of the initiation of the leave, he/she shall be reinstated to the same or an equivalent position upon expiration of the leave. If the Librarian would have been laid off or terminated had the Librarian remained on pay status during the leave period, the Librarian shall be afforded the considerations afforded to other Librarians who are laid off or terminated pursuant to the provisions of this Memorandum of Understanding. A Librarian shall not be granted a leave of absence beyond the ending date of the Librarian's appointment or predetermined date of separation.

B. PREGNANCY DISABILITY/CHILDBEARING LEAVE

1. During the period of verified pregnancy-related and/or childbearing disability, a Librarian is entitled to and the University shall grant up to four (4) months of Pregnancy Disability Leave for pregnancy/childbearing disability purposes. If the Librarian is eligible for FMLA leave, such leave shall be deducted from a Librarian's federal FMLA leave entitlement. Upon termination of the Pregnancy Disability Leave, which runs concurrently with FMLA, a Librarian shall also be entitled to up to twelve (12) workweeks of leave under the CFRA for any covered reason except leave for a pregnancy-related medical condition provided the Librarian has not exhausted her FMLA/CFRA leave entitlement for that calendar year.
2. If the pregnancy-related/childbearing medical disability continues beyond four (4) months, a disability leave of absence may be granted in accordance with Article 20, Section C, Special Two-Month Leave, for a total medical absence not to exceed six (6) months. Additionally, the Librarian may be eligible for Parental Leave, pursuant to Section A.7., above, to care for a newborn child. The total Family Care Leave when combined with a Pregnancy Disability Leave, shall not exceed seven (7) months in the calendar year.
3. Pregnancy Disability Leave may consist of leave with or without pay; however, a Librarian shall use accrued sick leave in accordance with the University's Disability Plan. If sick leave is exhausted, the Librarian may elect to use accrued vacation time prior to taking leave without pay.
4. When medically necessary, and supported by medical certification, the University shall grant a Librarian Pregnancy Disability Leave on a reduced work schedule or on an intermittent basis including absences of less than one day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted against the Librarian's entitlement of four (4) months.
5. As an alternative to or in addition to Pregnancy Disability Leave, the University shall temporarily transfer a pregnant Librarian to a less strenuous or hazardous position upon the request of the Librarian and with the advice of the Librarian's health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the Librarian's own position to make it less strenuous or hazardous. A temporary transfer under this section shall not be counted against a Librarian's entitlement of up to four (4) months of pregnancy disability leave, unless the Librarian is also on a reduced work schedule or an intermittent leave schedule.
6. A Librarian who has been granted a temporary transfer and/or Pregnancy Disability Leave shall be reinstated to the same job provided the Librarian returns to work immediately upon termination of the Pregnancy Disability Leave and provided that the aggregate duration of all leaves granted for a given pregnancy does not exceed four (4) months. If the Librarian would have been laid off or terminated had the Librarian remained on pay status during the leave period, the Librarian shall be afforded the considerations afforded to other Librarians who are laid off or terminated pursuant to the provisions of this Memorandum of Understanding. The date of reinstatement is determined when the leave is granted.

7. Continuation of Health Benefits

A Librarian on Pregnancy Disability/Childbearing Leave who is also eligible for leave under the FMLA and CFRA, shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for up to twelve (12) workweeks in the calendar year. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

Appendix E

Panel of Arbitrators Agreed to for Bargaining Unit Arbitrations AFT - Librarians 2010	
NORTHERN PANEL	SOUTHERN PANEL
Chuck Askin 31 Loma Vista Walnut Creek, CA 94596 (925) 934-1929 (925) 472-0480 – Fax	Chuck Askin 31 Loma Vista Walnut Creek, CA 94596 (925) 934-1929 (925) 472-0480 – Fax
Bonnie Bogue 3020 El Cerrito Plaza, No. 411 El Cerrito, CA 94530 (510) 527-7205 (510) 527-7205 – Fax	Bonnie Bogue 3020 El Cerrito Plaza, No. 411 El Cerrito, CA 94530 (510) 527-7205 (510) 527-7205 – Fax
Alexander Cohn P.O. Box 4006 Napa, CA 94558 (707) 226-7096 (707) 252-4067 – Fax	Howard Block Wellington Plaza Suite G 505 East First Street Tustin, CA 92780 (714) 544-3323 - Telephone & Fax
Neil Herring 503 Sandretto Dr. Sebastopol, CA 95472 (707) 823-9418	R. Douglas Collins Post Office Box 4399 West Hills, CA 91308-4399 (818) 716-8969 – Telephone & Fax
Ronald Hoh 720 Howe Avenue, Suite 108 Sacramento, California 95825 (916) 202-7718 (916) 929-9345 - Fax	Ed Edelman 516 Warner Avenue Los Angeles, CA 90024 (310) 474-3794 (310) 475-8782 – Fax
John Kagel P.O. Box 50787 Palo Alto, CA 94303 (650) 325-0389 (650) 325-4394 – Fax	Fred Horowitz P.O. Box 3613 Santa Monica, CA 90408-3613 (310) 829-6064 (310) 449-1049 – Fax
Paul Staudohar 1140 Brown Avenue Lafayette, CA 94549 (925) 283-9229 – Telephone & Fax	George E. Marshall, Jr. 854 Pico Boulevard Santa Monica, CA 90405 (310) 463-7002 (310) 234-8247 – Fax
Katherine Thomson 3020 El Cerrito Plaza, Suite 333 El Cerrito, CA 94530 (510) 528-3005	Luella Nelson PMB 159 4096 Piedmont Avenue Oakland, CA 94611-5221 (510) 658-4959
	Kenneth A. Perea P.O. Box 2788 Del Mar, CA 92014-5788 (858) 756-6513 (858) 756-6965 – Fax
	Louis Zigman 473 South Holt Avenue Los Angeles, CA 90048 (310) 556-3748 (310) 550-8439 – Fax

Side Letter - Librarian Compensation

UC-AFT Final Offer
LX-Side Letter on Salary Article
March 9, 2008
Page 1

Side Letter Librarian Compensation

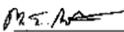
1. Effective April 1, 2008, the salary for Assistant Librarian I, II, III and Associate Librarian I will be increased as identified below:

Assistant Librarian I	545,728 <u>546,164</u>
Assistant Librarian II	545,323 <u>547,087</u>
Assistant Librarian III	547,087 <u>548,029</u>
Associate Librarian I	547,087 <u>548,029</u>

Merit increases for those eligible Librarians will be effective July 1, 2008.

Side Letter on the Salary Article

2. The University agrees that during the term of this MOU, it will not propose to abolish the historical rank and step system for librarian compensation, included but not limited to proposals to establish a "rank and range" system.
3. The parties agree that any general range adjustments, if any, negotiated during the resumption of successor bargaining over salary one month after final adoption of the state budget for 2008 will be received at the same time as or be retroactive to the date of any 2008-09 general range adjustment given to non-represented academic employees, including Senate Faculty.
3. Effective April 1, 2008, the University shall increase by \$1000.00 the annualized salary of every Librarian (Assistant, Associate, and Full) in the LX unit.
4. Merit Increases awarded to Librarians being reviewed during ^{the} 2007-2008 review cycle shall be effective July 1, 2008.


Mike Rovkin
Chief Negotiator
UC-AFT

3/9/08 3:57 AM
Date


Deanna Dudley
Chief Negotiator
University of California

3/9/08 3:57 am
Date

Side Letter - Salary and Professional Development

Mediated Agreement to Resolve Librarian Deferred Successor Negotiations and 2008-10; 2010-11 Salary Negotiations

I. WAGES

A. 2008-09

Librarians will receive no general range adjustment for 2008-9 fiscal year, the same general range adjustment provided to non-represented academic employees for fiscal year 2008-09. Librarians participated in the regular academic merit program which resulted in increases effective 7-1-08.

B. 2009-10

Librarians will receive no general range adjustment for 2009-10 fiscal year, the same general range adjustment provided to non-represented academic employees for fiscal year 2009-10. Librarians participated in the regular academic merit program which resulted in increases effective 7-1-08.

C. 2010-11

Librarians will receive the same general range adjustment provided to non-represented academic employees for fiscal year 2010-11. Librarians shall participate in the regular academic merit program.

II. Professional Development Funds

Article 3.D shall be modified as follows:

The campus professional development funds shall be increased in accordance with the table below:

	2008	1-1-10 (2% inc)	7-1-10 (1% inc)
Berkeley	\$55,876	\$ 66,994	\$ 57,564
Davis	27,170	27,713	27,990
Irvine	23,930	24,409	24,653
Los Angeles	69,263	70,648	71,354
Merced	5,000	5,100	5,161
Riverside	21,330	21,757	21,975
San Diego	24,557	25,048	25,298
San Francisco	6,790	6,885	6,954
Santa Barbara	18,740	19,115	19,306
Santa Cruz	16,440	16,799	18,937

III. Temporary Provisions Regarding Severance Option at Certain UC Locations

The provisions of this section III shall remain in effect through October 31, 2010 and only apply to librarian in the unit with career status at the following locations: Berkeley, Davis, Irvine, Los Angeles, Riverside, and San Francisco.

A librarian in the unit with career status who is permanently laid off at the campuses identified shall be eligible for severance as follows:

A librarian in the unit with career status who has been laid off indefinitely shall have the option of severance pay in lieu of contractual recall and preferential retire rights under Article 7 Layoff (Section F).

When a librarian in the unit with career status elects severance pay in lieu of preference for reemployment and the right to recall the following provisions shall apply:

1. **Payment Schedule:** A librarian in the unit with career status who elects severance pay in lieu of preference for reemployment and the right to recall shall be paid a lump sum amount of one week of salary (1/52 of the annual salary) for each full year of service as a librarian in the unit with career status at the campus from the most recent break in service, up to a maximum of 10 weeks of base pay. Librarians who have achieved career status and elect severance pay in lieu of preference for reemployment and the right to recall, shall have time spent as a potential career librarian counted in the calculation of severance pay.
2. **Repayment:** A librarian in the unit with career status who has received severance pay under this agreement and who is reemployed at any University location in any position during the paid severance period is required to repay to the University a pro rata portion of severance pay based on the amount of days worked during the severance pay period. A repayment plan is to be agreed upon between the employee and the University before the commencement of work.

IV. Duration

A. The terms and conditions of this Agreement shall remain in full force and effect until September 30, 2012.

B. This Agreement satisfies each party's obligation with respect to the 2009-2010 and 2010-2011 reopening negotiations.

Agreed to by the UC-AFT:

T.A. 12/16/09 *[Signature]* UC-AFT

Agreed to by the University:

T.A. 12/16/09 *[Signature]*

Date:

Mediated Tentative Agreement between IIC and AFT
December 16, 2009

Page 2

Side Letter – Compensation (Mediated)

Mediated Side letter #1 regarding Compensation
December 16, 2009

The parties agree that the reopener negotiations for 2011-2012 will resume with the acknowledgment that there have been productive discussions pertaining to the salary scales, compaction and potential modification of the compensation plan.

The parties agree that the information shared, and the concepts and discussions occurring in the 2008 successor negotiations shall frame the basis of salary negotiations going forward in reopener negotiations.

Both parties reserve the right to make proposals and introduce concepts, including but not limited to the relationship of the award of Distinguished Status and advancement from Librarian Step V to Librarian Step VI. In the interim between the date of this side letter and the commencement of the 2011-2012 reopener negotiations, both parties agree to share information on current practices regarding this issue.

Agreed to by the UC-AFT:

T.A. 12/16/09 M. E. ~~Lee~~ UC-AFT

Agreed to by the University:

TR 12/16/09 [Signature]

Date:

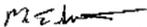
Side Letter on Compensation
December 16, 2009

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Side Letter - UCLA - Holiday Closure

SIDELETTER FOR UC-AFT AND UCLA

The University and the AFT agree that the parties shall conduct meeting(s) at UCLA regarding holiday closures at the UCLA libraries. Each party can have up to three-~~3~~ four (4) representatives present at the meeting(s). UCOP and UC-AFT will send representatives to the meeting(s). The initial meeting of this group will take place in March 2008. The parties will endeavor to resolve this matter within two months after the date on which the parties signed this letter. The purpose of the meeting(s) is to discuss the alternative arrangements available to librarians at UCLA, and the work that counts towards time off during the holiday closure period at UCLA.


Mike Rodkin
Chief Negotiator
UC-AFT

3/19/08 3:35AM
Date

 3/19/08 3:35AM
Deanna Dudley
Chief Negotiator
University of California

Side Letter – Furlough/Salary Reduction Program

Furlough/Salary Reduction Sideletter
UC Proposal #1
September 9, 2009
Page 1 of 5

FURLOUGH/SALARY REDUCTION PROGRAM

The University and the UC-AFT enter into this sideletter in order to address the emergent financial crisis facing the University of California as a result of proposed drastic reductions in the level of State Funding due the University. Effective upon agreement by the AFT, the University shall implement a Furlough/Salary Reduction Program (the "Program") for LX unit employees in accordance with the terms of this Agreement. Pursuant to the Program, LX unit employees shall 1) have their salary reduced and 2) be granted the furlough days according to the graduated formula in the table set forth below.

First Reduced Payments Under Plan:

It is anticipated that the first payment received by employees reflecting a reduction pursuant to the Program shall be the October 1, 2009 pay check or the November 1, 2009 date if the earlier date is not feasible.

Duration:

The duration of the Program shall be twelve months from the first day on which the employee's pay is reduced pursuant to this Agreement. For example, if the September 2009 pay period reflects the first reduction per this Agreement, the Program duration shall be through August 31, 2010. The final earnings that would be subject to the reductions in this example would be those paid September 1, 2010.

Employees covered by the Program will have their salaries reduced by the same percentage for each pay period covered by the Program. At the end of the Program, LX unit employees shall have their salaries restored to the annualized levels that existed prior to the date on which they were reduced.

Formula for Furlough Days and Salary Reduction:

An employee's full-time salary rate on January 1, 2009 (or the hire date if later), will be used to determine the number of furlough days (and corresponding percentage pay reduction) for the term of the furlough plan.

Tier	Salary (in dollars)	Furlough Days	Equivalent Salary Reduction
1	0-40,000	11	4%
2	40,001-46,000	13	5%
3	46,001-60,000	16	6%
4	60,001-90,000	18	7%
5	90,001-180,000	21	8%

Partial Time Appointees:

Part-time appointees will be allotted furlough days and have their salary reduced in proportion to their full-time equivalent salary. For example, an employee who has a 75% appointment and earns \$33,000 per year (\$44,000 full-time equivalent) is within Salary Band 2 that allots 13 furlough days and a 5% salary reduction, so the employee will receive 9.75 furlough days (13 days x 75%) and a \$1,650 salary reduction (\$33,000 x 5%).

Employees Paid Partially from Extramural Funds:

Employees whose salaries are funded partially from extramural fund sources (i.e. contracts and/or grants) shall participate in the Program but only with respect to the non-extramurally funded portion of their salaries. Placement in the tier (see previous page) shall be based on the employee's total salary including that portion funded by the extramural sources but the portion subject to reduction shall exclude the extramurally funded portion. The furlough days provided to the employee shall be calculated based on the proportion of the employee's total salary subject to reduction under the plan.

As an illustration consider an employee who earns \$50,000 as a full time employee with 50% of her/his pay from extramural sources and 50% from state funds. Based on the employee's total salary she would fall into tier 3 on the graduated scale and would have her/his non-extramurally funded portion of salary (\$25,000) reduced by 6%. The extramurally funded portion would be exempt from the Program. As a result, the employee's pay would be reduced by \$1500 for the duration of the Program. The employee would receive 50% of the furlough days provided to employees subject to tier 3 (8 days).

Accrual and Scheduling:

Furlough days shall accrue on a monthly basis. Some or all furlough days may be formally scheduled by the campus, division or department. Employees will receive advance notice of scheduled days on which they are expected to use their furlough days. Any remaining furlough days may be taken at the discretion of the employee, with the approval of the employee's supervisor. Employees are expected to use their discretionary furlough days during the pay period when they are accrued. Employees must schedule and use their furlough days prior to the end of the consecutive twelve month period the Furlough/Salary Reduction plan is in effect. The University shall have the discretion to schedule off employees at the OPR/campus/department level as a means of reducing employees' furlough day accruals for operational and/or budgetary reasons.

Practical Application of the Furlough/Salary Reduction Plan:

- In practice, the furlough days will be noted on an individual's time sheet just like any other paid day off (i.e. sick leave, vacation, etc.)

Furlough/Salary Reduction Sideletter
UC Proposal #1
September 9, 2009
Page 3 of 43

- An employee's paycheck will reflect the reduced rate of pay for all regular hours worked.

Employees Exempted from Furlough/Salary Reduction Program:
The following employees shall not participate in the Program per this Sideletter:

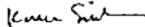
- 1) Employees whose salaries are fully funded by extramural contracts and grants; and
- 2) Employees participating in START will be excluded from the Program if their reduction in time under START is the same or greater than the reduction required for their respective salary tier under the Program. For example, if an employee in START currently has a 10 percent reduction in time, and is required to take a 6 percent reduction under the Program (corresponding to 16 furlough days) the employee will be excluded from the Program.

Impact on Benefits Eligibility and Leave Accruals:

Employees participating in the Program shall be eligible for health and welfare and retirement benefits and leave accruals based on their annualized salary and appointment percentage rates prior to the commencement date of the Program.

It is the intent of the parties to this Sideletter that its provisions be interpreted, to the extent possible, in a manner that is consistent with provisions of Regents Item J2 as formally adopted on July 16, 2009.

On behalf of UC-AFT:

 9-9-09

Karen Sawitsch
UC-AFT Executive Director

On behalf of UC:


Peter Chester
Chief Negotiator
University of California

9-9-09
Date

Side Letter – Addendum to Furlough/Salary Reduction Program

Sideletter on Furlough/Salary Reduction Program for Unit 17 Librarians

Temporary Adjustments to Reemployment Time Frames in Layoff Article

For the period that the University Furlough/Salary Reduction Program will be in effect for Librarians covered by the Memorandum of Understanding, the parties agree to the following adjustments to the time frames cited in Article 7 (Layoff). Upon expiration of the University Furlough/Salary Reduction Program, the time frames will revert to those identified in the current contract language (expiring Sept. 30, 2011).

Article (7) Layoff Adjustment to Time Frames for Furlough Period

1. The parties agree that the time frames for recall and re-employment shall be adjusted as follows.
2. 7.F.1.a: the time frame for recall will be extended from one (1) year to two (2) years from the date of being placed on layoff.
3. 7.F.2.a: the time frame for reemployment shall be extended from one (1) to two (2) years of being placed on layoff.
4. 7.F.4: the time frame for maintaining the name of a Librarian who has been laid off on the roster will be from twelve (12) months to twenty-four (24) months from the date of layoff.

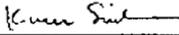
All other terms of Article 7, shall remain in full force and effect as provided for in current contract language (expiring Sept. 30, 2011)

Other Provisions

- 1) Subject to normal procedures, earned furlough days may be used in lieu of paid time including sick leave.
- 2) For the duration of the Program, performance reviews and expectations shall take into account the actual reduction in work time associated with the Program.

- 3) During campus closures when employees are expected to use furlough days, librarians who have work commitments (as agreed to by the librarian and a campus library representative) may make alternate arrangements subject to local campus procedures. Librarians who have made alternate arrangements during campus closures must take equivalent furlough days at another time.

On behalf of UC-AFT:



9-9-09

Karen Sawislak
UC-AFT Executive Director

On behalf of UC:



9-09-09

Peter Chester
Chief Negotiator
University of California

Date