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**IDnum** 415    **Language** English    **Country** United States    **State** CA

**Union** AFT (American Federation of Teachers) AFL-CIO

**Local** 1474 University Council, Unit 17

Occupations Represented
Librarians

**Bargaining Agency** University of California (Statewide)

**Agency industrial classification (NAICS):**

61 (Educational Services)

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**Notes** Professional Librarian Unit; some material reformatted and added

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**Full text contract begins on following page.**

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## **Professional Librarian Unit**

**Effective November 12, 2003 - August 30, 2006**

Certain Articles of the Memorandum of Understanding (MOU) were the subject of successor negotiations during the Spring and Summer 2003. The resulting changes are incorporated into the text of this MOU and can be found in:

- [Article 1 - Recognition](#)
- [Article 2 - Nondiscrimination](#)
- [Article 3 - Professional Activities and Development](#)
- [Article 4 - Process for Merit Increase](#)
- [Article 5 - Personnel Files](#)
- [Article 6 - Transfer & Reassignment](#)
- [Article 7 - Layoff](#)
- [Article 8 - Health & Safety](#)
- [Article 9 - UC-AFT Rights](#)
- [Article 10 - Release Time](#)
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- [Article 15 - Per Diem](#)
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- [Article 24 - Grievance Procedures](#)
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- [Article 26 - Concerted Activities](#)
- [Article 27 - Severability](#)
- [Article 28 - Waiver](#)
- [Article 29 - Medical Separation](#)
- [Article 30 - Duration of Agreement](#)
- [Article 31 - Special Retirement](#)
- [Appendix B Campus Designate](#)
- [Appendix C Enumeration of Benefits](#)
- [Appendix D Family Care and Medical Leave and Pregnancy Disability/Childbearing Leaves](#)
- [Appendix E](#)
- [Sideletter - Librarian Compensation Side](#)
- [Sideletter - Hourly Intermittent Librarians](#)
- [LX 2004 Waiver of Reopener](#)

Corresponding changes have been made in the appendices.

**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, 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. Any new librarian title shall be subject to meeting and conferring to determine bargaining unit status. If the University proposes to move an individual or a position in the Librarian Series in or out of the bargaining unit, it shall give notice of such action to the UC-AFT and, upon request, will meet and confer concerning the impact of the action. If the University proposes to create a new position in the bargaining unit, it shall give notice to the UC-AFT and, upon request, will meet and confer concerning the impact of the action. If the parties are unable to agree, either party may pursue PERB procedures.
- E. 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.
- F. 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

- G. 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**

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 race; color; religious belief or non-belief; marital status; national origin; sex; sexual orientation; physical or mental disability; medical condition (cancer-related or genetic characteristics); political affiliation; union activity; or status as a covered veteran (Vietnam-era veteran, special disabled veteran, recently separated veteran, or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized) or, because of age or citizenship. Complaints alleging unlawful discrimination are reviewable as grievances only if they allege violation of a section of this Agreement which is subject to the grievance procedure and only to the extent that that section is reviewable.

**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. Decisions regarding the 1) allocation of University funds to librarians for study, writing, research, public service and other professional development activities and 2) the provision of leave to attend professional meetings, conferences, seminars and/or workshops are not grievable or arbitrable.
  
- 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 the established procedures. 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. The University of California shall allocate \$216,460 per year in various campus amounts for members of the unit to use for research, creative activities, professional meetings, conferences, seminars, and workshops. These funds shall be a minimum amount and shall not preclude the allocation of additional funds at the discretion of the University. Such additional funds shall be distributed through the same procedures as the funds agreed to in this paragraph.

The campus allocations are:

Berkeley	\$46,440
Davis	22,680
Irvine	19,980
Los Angeles	55,080
Merced	1,000
Riverside	17,820
San Diego	18,900
San Francisco	5,940
Santa Barbara	15,660
Santa Cruz	12,960

- E.** A special University-wide research fund of up to \$21,810 shall be allocated by the Office of the President and distributed in accordance with the established procedures. 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.** Should the number of librarians increase because of ongoing discussions between the parties regarding the unit status of librarians, the amounts in the campus funds and the University-wide research fund will be adjusted accordingly.
- H.** 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.
  - a. On the current salary scale, the normal intervals for academic reviews of incumbents in the librarian series are every year in the Assistant Librarian rank; every year in the first two steps of the Associate Librarian rank; every two years beginning with Step III of the Associate Librarian rank through Step II of the Librarian rank (following the initial two year review at Associate Librarian Step VII, the Associate Librarian Step VII shall be subject to subsequent reviews every three years); every three years beginning with Step III of the Librarian rank through Step V of the Librarian rank. Service at Associate Librarian Step VII and Librarian Step IV 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.
  - b. 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, 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. 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 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 5, 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 5, 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 may 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. The 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 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 6  
TRANSFER AND REASSIGNMENTS**

**A. 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.

**B. Reassignment**

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.
2. When an involuntary reassignment is anticipated, the University will offer to meet with the librarian to discuss the proposed change.
3. 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.
4. 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.
5. Reassignment is not a form of corrective action and does not affect the rank, step, and career status of the librarian.
6. A librarian may volunteer for reassignment; however, the University is under no obligation to accept this offer from the librarian.

## **ARTICLE 7 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 8  
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 9 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 and 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 10**  
**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 11 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 12 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 will be eligible for merit increases in those years that they are provided to non-represented academic employees.

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 course of contract that 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 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.

**F. The University and the UC-AFT agree to meet to discuss librarian compensation, recruitment and retention of bargaining unit members as described in the Librarian, Compensation, Recruitment and Retention Sideletter.**

**ARTICLE 13  
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 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.
  - c. 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. 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 agreement, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

**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 14  
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 15  
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 16  
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 the Grievance and Arbitration procedures of this Agreement.

**ARTICLE 17**  
**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 in which case, if the funding permits, the appointment may be renewed for the duration of the grant;
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 7, 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 Appendix E;
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. when the length of appointment permits, shall be reviewed following the same procedures and review cycles set forth for review of Potential Career or Career Appointees;
5. 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., B.5., C.1., and C.2. shall not be subject to arbitration.



**ARTICLE 18  
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.

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 19 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 20 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 21 HOLIDAYS**

### **A. Observance**

1. The University observes the following days as administrative holidays:

New Year's Day  
Martin Luther King, Jr. Holiday (Third Monday in January)  
Presidents' Day (Third Monday in February (or announced equivalent))  
Cesar Chavez Day (Last Friday in March (or announced equivalent))  
Memorial Day (Last Monday in May)  
Fourth of July  
Labor Day  
Veterans Day (November 11)  
Thanksgiving Day  
Friday following Thanksgiving Day (or announced equivalent)  
Christmas Eve (December 24 (or announced equivalent))  
Christmas Day (December 25)  
New Year's Eve (December 31 (or announced equivalent))

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 time off equivalent to the time worked.
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 22  
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 23  
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 24, Grievance Procedure.

## **ARTICLE 24 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 thirty (30) 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.
- 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.

#### **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 or 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 thirty (30) 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 thirty (30) 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 written grievance, the University shall convene a meeting of the parties 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 University and the UC-AFT agree that an allegation that a University action has violated a provision(s) of this Agreement and/or applicable section(s) of the Academic Personnel Manual identified in Appendix E will be processed in one forum only as follows:

1. 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 17, Temporary Appointees, and Article 23, Corrective Action and Dismissal.
- 2. Librarians covered by this Agreement have access to the alternative dispute resolution procedure in Appendix E solely for disputes alleging violations of applicable sections of Appendix E.
- 3. If a librarian alleges that an administrative act violates one or more sections of Appendix E (per Section F.2. above), and is also grievable under the provisions of this Article (per Section F.1. above) the grievance will be processed in accordance with the provisions of this Article.

## **ARTICLE 25 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 24, 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 24, 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 24, 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 24. 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 26  
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 27  
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 28  
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. This Memorandum of Understanding constitutes the entire Agreement between the parties. Nevertheless, the University and the UC-AFT agree that the academic policies identified in Appendix E, containing the policies which currently coincide with the Academic Personnel Manual sections referred to below, shall continue to apply to unit librarians for the duration of this Agreement.
- i) APM §035-0a (Appendix E.I.)
  - ii) APM §140 (Appendix E.II.)
  - iii) APM §210-4 (Appendix E.III.)
  - iv) APM §360-4, 360-10, 360-17, (Appendix E. IV.)

The parties agree that the policies in Appendix E shall not be subject to the contractual grievance and arbitration process.

If the University proposes to modify a term or condition of employment in Appendix E or create or modify a term or condition of employment in the Academic Personnel Manual that would apply to unit librarians during the term of this Agreement, the University shall provide at least 30 days prior notice to the UC-AFT. If the UC-AFT wishes to meet and confer over such proposed change, the UC-AFT shall inform the University of its demand to bargain within 30 days of receipt of the University's notice. In its demand to bargain, the UC-AFT shall inform the University as to how the proposed change affects a mandatory subject of bargaining with respect to unit librarians.

- C. 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. Notwithstanding Section B above, 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.
- D. 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 29 MEDICAL SEPARATION**

- A. Medical separation is a separation from employment when a librarian is unable to perform essential assigned functions satisfactorily, as determined by the University, because of any handicap or medical (including psychological) 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 not performing satisfactorily; 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 be based on the receipt of long term disability payments from a retirement system to which the University contributes, such as UCRS or PERS.
- 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 intent, 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 any reasonable accommodations considered and why these have not enabled the librarian to perform essential assigned functions satisfactorily; and
  4. state the right of the librarian to grieve the action under Articles 24 (Grievance Procedure) and 25 (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 30  
DURATION OF AGREEMENT**

- A. The terms and conditions of this Agreement shall remain in full force and effect until August 30, 2006.
- B. Except as provided herein, neither party shall have any duty to meet and confer with respect to any modification of this Agreement.
- C. Written proposals for a successor Agreement shall be exchanged by the parties no later than March 1, 2006.
- D. Reopener Bargaining
  - 1. The UC-AFT and the University shall each have the right to reopen the Salary Article, plus two other articles for purposes of meeting and conferring in 2004 and 2005.
  - 2. In either year that the UC-AFT and/or the University wish to bargain over reopened articles, the parties shall identify the reopened articles no later than April 16<sup>th</sup>. Reopener bargaining shall begin no later than May 15<sup>th</sup>.
- 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 proposals and a list of bargaining team members for a successor Memorandum of Understanding no later than April 1 of the applicable year.

**ARTICLE 31**  
**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.

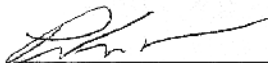
## MEMORANDUM OF NEGOTIATORS

The negotiators of this proposed Agreement affix their signatures to this Agreement to indicate that they have concluded negotiations on the development of the proposed Agreement and that they are referring it to the parties for decision concerning approval.

It is understood that the Agreement is not binding unless and until both parties have executed it. The process of approval with respect to the union will be completed when the Agreement has been reviewed and ratified by the appropriate members of the union. On behalf of the University, the agreement must be reviewed and approved by the Office of the President, including review and approval by the General Counsel of The Regents.

The parties agree that when the approval process has been completed, the Agreement will become effective when the document has been signed by the authorized representatives for both parties.

### FOR THE UNIVERSITY



Peter Chester  
Chief Negotiator  
University of California  
Office of the President – Labor Relations

Team Members:

Patty Donnelly,  
Assistant Negotiator, UCOP Labor Relations

Myron Okada, UCOP

Ginny Coffre, UCB

George Bynon, UCD

Patsy Hawthorne, UCLA

Maurita Ploesch, UCLA

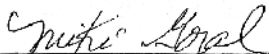
Michael Melman, UCSD

Kate McGirr, UCSC

Detrice Bankhead, UCSB

Judy Kaufman, UCI

### FOR THE UNIVERSITY COUNCIL - AMERICAN FEDERATION OF TEACHERS



Miki Goral  
Chief Negotiator  
UC-AFT

Team Members:

Lincoln Cushing, UCB

Lise Snyder, UCLA

Ken Firestein, UCD

Michael Yonezawa, UCR

Greg Careaga, UCSC

Eunice Schroeder, UCSB

Anne Frank, UCI

Sean Brooke, UC-AFT

**APPENDIX B  
CAMPUS DESIGNATED GRIEVANCE OFFICE/OFFICER**

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

**Office of the President**

UCOP Human Resources  
University of California  
12<sup>th</sup> Floor – Kaiser Building  
300 Lakeside Drive  
Oakland, CA 94612  
(510) 987-9900

**Berkeley**

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

**Davis**

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

**Irvine**

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

**Los Angeles**

Lynne Thompson  
Employee Relations Services  
University of California  
10920 Wilshire Blvd., Suite 200  
Los Angeles, CA 90024-6504  
(310) 794-0864

**San Diego**

Labor Relations  
University of California  
9500 Gilman Drive, #0921  
La Jolla, CA 92093-0921  
(619) 452-2810

**San Francisco**

Labor Relations  
University of California  
Box 1202 LHTS, Suite 101  
San Francisco, CA 94143  
(415) 476-3906

**Santa Barbara**

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

**Santa Cruz**

Linda Listmann, Manager  
Labor Relations  
University of California  
141A Communications  
Santa Cruz, CA 95064  
(831) 459-2017

**Riverside**

Personnel/Labor Relations Office  
University of California  
1160 University Avenue, Suite E  
Riverside, CA 92521  
(909) 787-3641

**APPENDIX C**  
**Enumeration of Benefits**

**A. HEALTH BENEFITS**

1. MEDICAL PROGRAM

A variety of Health Maintenance Organizations (HMOs) and fee-for-service plans are 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. The plan is available to the employee and eligible family members.

2. DENTAL PROGRAM

Dental plans are available to eligible employees. Employees may cover themselves and eligible family members.

3. VISION PROGRAM

A vision plan is available to eligible employees. Employees may cover themselves and their eligible family members.

**B. UNIVERSITY OF CALIFORNIA RETIREMENT SYSTEM**

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

a. UCRP Tier Two Benefits – The Tier Two membership classification of UCRP was closed on July 1, 1990 and is only available on a continuing basis to active UCRP members who previously elected Tier Two.

2. Tax-Deferred 403(b) Plan – Participation in the UCRP 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 the following investment options:

a. UC Managed Funds - Participants may choose from six (6) investment funds, Savings, Money Market, Insurance Company Contract, Equity, Bond and Multi-Asset Funds.

b. Calvert Socially Responsible Mutual Funds; and

c. Fidelity Investments Mutual Funds.

3. Defined Contribution Plan (DC Plan)

- a. Pre-Tax Account - All current member contributions to the University of California Retirement Plan (UCRP) are redirected to the Pretax Account. Although payroll reductions default to the Savings Fund, participants may invest in any of the other UC-Managed Funds: Money Market, Insurance Company Contract, Equity, Bond and Multi-Asset Funds or in Fidelity Investments mutual funds. 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 may invest in any of the other five UC-Managed Funds or in Fidelity Investments Mutual Funds.
- 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 any of the UC-Managed Funds (Savings, Money Market, Insurance Company Contract, Equity, Bond and Multi-Asset Funds) or in Fidelity Investments mutual funds.

#### **C. LIFE INSURANCE PROGRAM**

1. University-Paid

Two University-Paid life insurance plans—Basic Life and Core Life—provide basic life insurance coverage. The amount varies, depending on your the employee’s appointment rate and average regular paid time. Eligible employees are automatically covered by the plan for which they qualify.

2. Supplemental

Optional personal life insurance and dependent life insurance is available and may be purchased by eligible employees.

#### **D. OTHER INSURANCE**

1. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Eligible employees may purchase Optional AD&D insurance. A variety of coverages and amounts of coverage are available to cover themselves and their eligible family members.

2. BUSINESS TRAVEL ACCIDENT INSURANCE



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

3. DISABILITY INSURANCE

a. Short-Term Disability Insurance

Short term disability insurance is available to eligible employees.

b. Supplemental Disability Insurance

Optional supplemental disability insurance may be purchased by eligible employees.

4. LEGAL EXPENSE INSURANCE PLAN

A legal expense insurance may be purchased by eligible employees. The legal plan provides employees and their eligible family members with coverage for basic legal services associated with preventive, domestic, consumer and defensive legal matters. The plan is employee-paid through payroll deductions.

5. AUTO/HOMEOWNER INSURANCE

Individual auto and home insurance policies are available which may be purchased by eligible employees through payroll deduction.

**E. OTHER BENEFITS**

1. TAX EFFECTIVE SALARY REDUCTION PROGRAMS

a. Retirement Tax Savings Plan

Required monthly participant contributions to the DC Plan Pretax Account are automatically deducted from gross pay before federal and state taxes are calculated.

b. 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. This program allows employees to pay premiums on a pre-tax salary reduction basis. After the University contribution, if any, is applied, the net insurance premiums are deducted from gross pay before federal and state taxes.

c. Dependent Care Assistance Program (DepCare)

Available to eligible employees. This program allows employees to pay for eligible dependent care expenses on a pre-tax, salary reduction basis.

d. Health Care Reimbursement Account

The Health Care Reimbursement Account is available to eligible librarians and allows them to pay for eligible health care expenses on a pre-tax, salary reduction benefit.

e. U.S. Savings Bonds and American Century California Tax Free and Municipal Funds

Through payroll deductions, investments can be made in United States Series EE Savings Bonds and the American Century California Tax-Free and Municipal Funds.

2. Death Payments

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 a sum equal to the deceased's regular salary for one (1) month, and shall be paid to the deceased's spouse, or if there is no spouse, to the employee's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), 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 and/or eligible dependent(s).

3. Work Incurred Injury or Illness

Librarians in the unit who are unable to work due to a work-incurred injury or illness may be covered by the California Workers Compensation Program.

**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 18.

## 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 19 - 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.

#### **A. 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 18, 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

### **I. Affirmative Action and Nondiscrimination in Employment (Limited to Non-Discrimination in Employment Issues not Covered by the MOU) (Relevant sections of APM 035-0a in effect on July 1, 2000)**

- A. Consistent with the provisions of applicable State and Federal law, it is the policy of the University not to discriminate against or harass any person employed by or seeking employment with the University because of race, color, national origin, religion, sex, physical or mental disability, medical condition (cancer-related), ancestry, marital status, or age. The University also prohibits unlawful discrimination on the basis of sexual orientation, status as a Vietnam-era veteran or special disabled veteran, or on the basis of citizenship.
- B. Sexual Harassment
1. 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.
  2. Complaints
- Upon an employee's request, the campus academic affairs office shall provide information regarding applicable policies and procedures for resolving complaints of discrimination and for pursuing available remedies.

### **II. Bargaining Unit Librarians - Alternative Dispute Resolution (Relevant sections of APM 140 in effect as of July 1, 2000)**

- 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
- 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

Appendix E which adversely affects the librarian's existing terms or conditions of employment.

**C. Eligibility**

1. 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.

1. **Filing Deadline**

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. 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. When a complaint alleges sexual harassment, the complainant may elect to substitute the campus Sexual Harassment Complaint Resolution Procedure for Step I of this Policy. If the sexual harassment procedure is substituted and the complaint filed within the timeframe provided by that procedure, the final date for filing a formal complaint shall be fifteen (15) calendar days from the date a decision is issued under the pre-grievance complaint resolution process of the sexual harassment procedure.

3. **Step II. Formal Review**

- a. A complaint that is not resolved to the satisfaction of the complainant at Step I may be presented by the complainant for formal 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.

- b. The 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 Appendix E 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. The department head or other reviewer shall respond in writing to the complainant within fifteen (15) calendar days after the date the formal complaint is received by the department.
  - e. A complaint that is not resolved at Step II may be appealed for resolution at Step III a. or Step III b., but not both, depending on the issue(s) of the complaint. The complaint resolution liaison shall determine whether Step III a. or Step III b. is the appropriate route as specified below.
4. Step III. Administrative or Hearing Consideration
- a. Step III a. Administrative Consideration
    - 1) A complaint that is not resolved at Step II and is not subject to a hearing under the provisions of Step III b., may be appealed by the complainant for higher administrative consideration/review. The designated campus official will review and issue a written decision.
    - 2) The appeal to Step III a. must be in writing and received by the complaint resolution liaison for forwarding to the designated campus official within ten (10) calendar days of the date the Step II response was issued or due, whichever comes first. The appeal must specify the unresolved issues(s) and the remedy requested. The designated

campus official shall provide a written decision to the complainant within thirty (30) calendar days following receipt of the appeal to Step III a.

b. Step III b. Hearing Consideration

- 1) A complaint that is not resolved at Step II, and which is subject to a hearing under this section, may be appealed by the complainant to a hearing before a hearing officer or committee.
- 2) The appeal to Step III b. must be received by the complaint resolution liaison within ten (10) calendar days of the date the Step II response was issued or due, whichever comes first. The appeal shall be submitted in writing to the complaint resolution liaison and must set forth the unresolved issue(s) and remedy requested.
- 3) Eligibility and Scope of Step III b

Only allegations of violations of the following Appendix E policies or terms or conditions of employment may be submitted to the hearing officer or the hearing committee:

Nondiscrimination (formerly APM 035-0a)

- c. Except by written mutual agreement of the parties, no additional issues may be introduced at the hearing that were not included in the original complaint. Also, in advance of the hearing, the parties shall attempt to stipulate in writing issues to be submitted for review at the hearing. If the parties cannot agree on the issues, the hearing officer or hearing committee shall define them.

E. Conduct of Hearing

Hearings shall be conducted in accordance with the following standards.

1. Election of Hearing Officer or Hearing Committee

- a. The complainant may elect that the complaint be heard by:
  - 1) a University hearing officer,
  - 2) a University hearing committee, or
  - 3) a non-University hearing officer.
- b. Election by the complainant shall be in writing and shall be final.
- c. The designated campus official shall appoint the University hearing officer or University hearing committee.

- d. If the complainant elects a non-University hearing officer, the procedures of the American Arbitration Association shall be used to select the hearing officer.

## 2. Hearing

- a. The hearing officer or hearing committee shall convene a hearing in which each party shall have the opportunity to present evidence and cross-examine witnesses. Evidence may be oral and/or documentary. Issues regarding the admissibility and weight of evidence shall be decided by the hearing officer or hearing committee. The hearing officer or hearing committee shall not have the authority to issue subpoenas.
- b. Each party shall, upon request, provide the other with copies of material to be introduced at the hearing and names of witnesses who will testify on the party's behalf. To the extent possible, such materials and names of witnesses shall be exchanged at least ten (10) calendar days prior to the hearing.
- c. The hearing shall be closed and deemed confidential, unless both parties agree in writing to an open hearing. In the absence of such an agreement, the hearing shall be closed to all persons other than the principal parties to the complaint, i.e., the supervisor or department head, their representative, the complainant, complainant's representative, and the complaint resolution liaison.
- d. If there is to be a closed hearing, all materials, reports, and other evidence introduced into the hearing and recorded by tape recorder, stenographic services, or by other means shall be considered private and confidential and subsequently shall not be disclosed to parties not participating in the hearing.
- e. The hearing shall be tape recorded by the University unless the parties agree in advance to share the costs of a stenographic record. The complainant shall be permitted to arrange for a stenographic record at the complainant's expense even if the University does not agree to share the cost. The parties should be made aware of the use of the recording and disposition of the tape. The complainant may procure a copy of the recording subject to payment of the cost of a copy of the tape.

## 3. Hearing Officer (University and non-University) or Hearing Committee's Authority

- a. The hearing officer or hearing committee shall provide the designated campus official with a written statement of findings and recommendation(s) within thirty (30) calendar days of the close of the hearing. The hearing officer or hearing committee shall determine whether the complainant has proven violation(s) of applicable University rules, regulations, or policies listed in Appendix



E and that the complainant's tenure or conditions of employment were adversely affected, or that a specific administrative act was arbitrary or capricious and has adversely affected the complainant's terms or conditions of employment. The hearing officer or hearing committee shall make findings of fact based upon the evidence presented at the hearing. The hearing committee or hearing officer shall not add to, delete from, or otherwise modify the provisions of University rules, regulations, or policies listed in Appendix E.

- b. The hearing committee or hearing officer shall not substitute their judgment for the academic judgment of a peer review committee or administrative officer, nor shall they be empowered to evaluate the academic qualifications or competence of bargaining unit librarians.
- c. The designated campus official shall issue a final written decision within thirty (30) calendar days of receipt of the findings and recommendation(s) of the hearing officer or hearing committee. The designated campus official shall provide to the complainant a copy of the findings and recommendation(s) of the hearing officer or hearing committee, and a statement of the reasons if the recommendation(s) of the hearing officer or hearing committee is rejected or modified. If a decision is based on facts different from those found by the hearing officer or hearing committee, those findings must be based on materials in the record.

#### 4. Fees

There shall be no cost to the complainant for a University hearing officer or University hearing committee. In the case of a complaint heard by a non-University hearing officer, the hearing officer's fees shall be borne equally by the University and the complainant if the designated campus official accepts the hearing officer's recommendation(s). The fee shall be borne entirely by the University if the designated campus official rejects or modifies the recommendation(s) of the non-University hearing officer. The cost of stenographic services shall be borne by the party requesting such services unless the parties agree in advance to share the cost.

#### 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 Appendix E, or as a result of an arbitrary or capricious administrative action, less any income earned from any other employment. 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.

**III. Instructions to Review Committees Which Advise on the Appointment, Merit Increase, Promotion, Career Status Actions for Members of Librarian Series (Relevant sections of APM 210-4 in effect on July 1, 2000)**

A. Criteria

1. Appointments

- a. 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.

- b. 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.
- c. 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.

## 2. Merit Increases and Promotions

- a. 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.
- b. 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.
- c. 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.
  - 1) Professional Competence and Quality of Service Within the Library

- a) 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.
- b) 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 improvement of language or subject knowledge.

2) 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.

3) 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, state, and nation.

4) 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 it 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.

**IV. Appointment and Promotion - Definition, Criteria, Terms of Service (Relevant sections of APM 360-4, 360-10, and 360-17 in effect on July 1, 2000)**

**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.

#### 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 Appendix E,II., 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 date 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 Appendix E, 4.

## LIBRARIAN COMPENSATION, RECRUITMENT, & RETENTION

### Sideletter

The University and the UC-AFT hereby agree to meet to discuss issues related to librarian compensation, recruitment, and retention. The purpose of these meetings is to:

- a. establish a mutually agreed upon comparison group;
- b. identify consistent and verifiable standards for analyzing and reporting librarian salary data across UC campuses;
- c. create a single data set for UC librarian salaries;
- d. establish benchmarks within the comparison group against which UC librarian salaries shall be measured.

These meetings will occur monthly, or otherwise by mutual agreement starting November 2003 and concluding no later than June 30, 2004. At the initial session, the parties will set ground rules for subsequent meetings and will obtain advice about the project from a mutually agreed upon compensation consultant. The fees for such consultant, if any, will be shared equally by the parties.

If the parties have not reached agreement on items #a through #d above, by March 30, 2004, they agree to bring in a facilitator to help achieve resolution of the issues.

The University and the UC-AFT may each designate up to five individuals to attend the aforementioned meetings. Bargaining unit librarians designated by the UC-AFT shall receive paid release time to attend the meetings. If more than one representative is from a single campus, only one representative shall be entitled to paid release time.

The location of the meetings shall alternate between UC's Kaiser Center in Oakland and the AFT facility in Burbank with initial meeting to take place in Oakland.

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Peter Chester  
Chief Negotiator  
University of California

Date

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Miki Goral  
Chief Negotiator  
UC-AFT

Date

## HOURLY INTERMITTENT LIBRARIANS

### Sideletter

The University and the AFT enter into the following sideletter regarding the utilization of hourly intermittent librarians. The following terms and conditions of employment shall govern the use of such appointees at all locations except UC Santa Cruz and Riverside where the parties agree the University may continue its current practices regarding the use of substitute librarians. However, at the request of the union, the parties will meet to review the use of hourly librarians at the Santa Cruz and/or Riverside campus.

The use of Hourly Intermittent Librarians is not intended to replace career or temporary librarians, but to provide intermittent relief, as needed. Following ratification of a successor agreement, the University shall establish a new classification entitled Hourly Intermittent Librarian (title code: xxxx). Such appointees shall be subject to the following terms and conditions of employment:

Hourly Intermittent appointees:

1. are appointed to the title Hourly Intermittent Librarian (Title Code XXXX) in order to work for short periods of time, sometimes intermittently;
2. shall be paid on an hourly basis equal to the hourly equivalent of the appropriate step of the Assistant Librarian Salary Scale;
3. shall be assigned to work in reference;
4. are appointed on an at will basis;
5. may not, individually or on aggregate basis at any one campus, work more than 80 hours in a month, no individual may work more than 45 hours in a month;
6. shall receive a performance assessment from her/his immediate supervisor, in accordance with local procedures, upon reaching 500 hours of University service in the hourly intermittent classification;
7. hourly intermittent librarian appointments shall be separated prior to laying off temporary and/or career librarians and
8. shall be subject to the provisions of the Memorandum of Understanding covering represented librarians except for the following Articles:
  - 3: Professional Activities & Development;
  - 4: Promotion and Advancement;
  - 6: Transfer and Reassignments;
  - 7: Layoff;
  - 10: Release Time
  - 12: Salary (excluding general range adjustments)
  - 13: University Benefits
  - 14: Fee Waiver
  - 19: Sick Leave
  - 20: Vacation
  - 21: Holidays
  - 23: Corrective Action and DismissalAppendix E

This Agreement shall remain in full force and effect through August 30, 2006. If the University and the UC-AFT do not agree to an extension of this program, the terms

governing the use of the hourly intermittent librarians shall revert to the status quo as of the date of this Agreement.

Agreed to by the University:

Agreed to by the UC-AFT:

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Peter Chester  
Chief Negotiator  
University of California

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Miki Goral  
Chief Negotiator  
UC-AFT

UNIVERSITY OF CALIFORNIA

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED - RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

OFFICE OF THE SENIOR VICE PRESIDENT —  
BUSINESS AND FINANCE

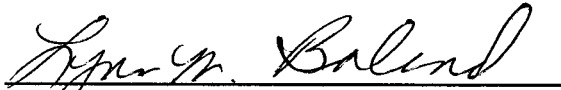
OFFICE OF THE PRESIDENT  
300 Lakeside Drive  
Oakland, California 94612-3550

May 7, 2004

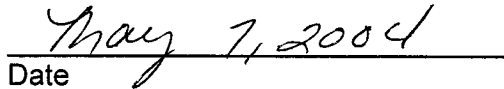
**WAIVER OF  
LIBRARIAN REOPENER  
2004**

This is to confirm the agreement of the parties to waive the reopener for 2004 under Article 30.D.2 of the current Agreement. The effect of this waiver is to void the previously agreed to extension of the timelines for the reopener, dated April 13, 2004.

**For the University of California**



Lynn M. Boland  
University Negotiator

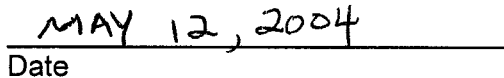


Date

**For AFT-Librarians**



Sean R. Brooke  
AFT-UC Council



Date

c: Director Okada  
Assistant Negotiator Nielsen  
Library Planning Group