



PROFESSIONAL LIBRARIANS CONTRACT

American Federation of Teachers (AFT)

April 1, 2019 – March 31, 2024

Table of Content

Article 1	Recognition	3
Article 2	Non-Discrimination	4
Article 3	Professional Activities and Development	6
Article 4	Definition, Criteria, Terms of Service for Appointment, Merit Increase, Promotion and Career Status	8
Article 5	Personnel Review Action Procedure	14
Article 6	Personnel Files	18
Article 7	Assignments, Transfers and Reassignments	19
Article 8	Layoff	21
Article 9	Health and Safety	25
Article 10	UC-AFT Rights	26
Article 11	Release Time	28
Article 12	Dues Deductions	28
Article 13	Salary	32
Article 14	University Benefits	34
Article 15	Tuition/Fee Waiver	36
Article 16	Per Diem	36
Article 17	Management Rights	36
Article 18	Temporary Appointees	37
Article 19	Leaves of Absence	39
Article 20	Sick Leave	44
Article 21	Vacation	45
Article 22	Holidays	46
Article 23	Corrective Action and Dismissal	48
Article 24	Grievance Procedure	51
Article 25	Arbitration	57
Article 26	Alternative Dispute Resolution Process	63
Article 27	Concerted Activities	67
Article 28	Severability	68
Article 29	Waiver	68
Article 30	Reasonable Accommodation	69
Article 31	Medical Separation	70
Article 32	Flexible Work Arrangements	72
Article 33	Duration of Agreement	72
Article 34	Special Retirement Benefits	73
Authorizing Signatures		74
Librarians' Status Under the Fair Labor Standards Act (FLSA)		
Appendix A	Wages	76
Appendix B	Salary Scales Examples	77
Appendix C	Represented Librarian Series – Non exempt	78
Appendix D	Family and Medical Leave/Pregnancy Disability/Childbearing Leave	79

Appendix E	List of Arbitrators	98
Appendix F	Campus Designated Grievance Office	99
Side Letter	Academic Reviews	101
Side Letter	Waivers	102
Side Letter	Non-Exempt Librarians	103

ARTICLE 1 RECOGNITION

- A.** The University recognizes the UC-AFT as the exclusive bargaining agent for matters in the scope of representation for all librarians in the PERB-certified unit (SF-HR-17) at the University of California Berkeley, Davis, Irvine, Los Angeles, Merced, Riverside, San Diego, San Francisco, Santa Barbara, Santa Cruz campuses, and the Office of the President, excluding employees designated as managerial, supervisory, and confidential and excluding all University of California student employees whose employment is contingent upon their status as students.
- B.** The recognized unit may be modified by agreement of the parties pursuant to the rules and regulations of the Public Employment Relations Board. Any approved modification automatically becomes part of this Agreement.
- C.** The terms "librarian" or "librarians" in this Agreement, whether specifically stated or not when used, shall refer to librarians who are in the bargaining unit covered by this Agreement. The University recognizes librarians as academic employees.
- D.** If the University establishes a new librarian title/title code, it shall provide written notice to the UC-AFT of the bargaining unit designation at least fourteen (14) days prior to the proposed implementation. If the UC-AFT does not respond within fourteen (14) days from the date of the notice, the University may proceed with implementation.

If the UC-AFT wishes to meet and discuss the new librarian title/title code, the UC-AFT will advise the University within fourteen (14) days from the date of the notice. Within thirty (30) days following the UC-AFT's request, the University and the UC-AFT shall meet and discuss the unit status of the new title/title code. If the parties are unable to reach agreement, any disputes regarding proper bargaining unit status of such new titles/title codes may be resolved through existing PERB procedures. Bargaining unit assignments made by the University for new titles/title codes shall remain as originally assigned until the parties are in mutual agreement as to a different assignment or until the resolution of the matter through the existing PERB process.

- E.** If the University proposes to move a title/title code, position or individual in or out of the bargaining unit, it shall provide notice to the UC-AFT of such action at least fourteen (14) days prior to the proposed implementation. If the UC-AFT does not respond within fourteen (14) days from the date of the notice, the University may proceed with implementation.

If the UC-AFT wishes to meet and discuss the proposed action, the UC-AFT will advise the University within fourteen (14) days from the date of the notice. Within thirty (30) days following the UC-AFT's request, the University and the UC-AFT shall meet and discuss the proposed action. If the parties are unable to reach agreement, any disputes regarding the proper bargaining unit status of the affected title/title code, position, or individual may be resolved through existing PERB procedures. Proposals made by the University shall not be implemented until the parties reach agreement on the unit status of the affected title/title

code(s), position(s), or individual(s) or the matter is resolved through the existing PERB process.

- F. If the University creates a new non-managerial, non-supervisory, non- confidential, non-Librarian Series position in one of the University libraries, and the incumbent in that position is required to hold an MLS, MLIS, MMIS, or equivalent library degree, the University will provide the UC-AFT with notice within thirty (30) days following the creation of the new non-Librarian Series position. If the UC-AFT wishes to meet and discuss the new position, the UC- AFT will advise the University within thirty (30) days of the date of the notice. Within thirty (30) days following the UC-AFT’s request, the University and the UC-AFT shall meet and discuss the new non-Librarian Series position. If the parties are unable to reach agreement concerning the unit status of the new position, any disputes may be resolved through existing PERB procedures. Bargaining unit assignments made by the University for new non-Librarian Series positions shall remain as originally assigned until the parties are in mutual agreement as to a different assignment or until the resolution of the matter through the existing PERB process.
- G. If the University proposes to create a new position in the Librarian Series outside the bargaining unit, it shall give notice to the UC-AFT.

H. The unit shall INCLUDE:

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

I. The unit shall EXCLUDE:

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

**ARTICLE 2
NONDISCRIMINATION**

A. NONDISCRIMINATION IN EMPLOYMENT

1. It is the policy of the University not to engage in discrimination against or harassment of any person employed or seeking employment with the University of California on the basis

of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), HIV status, ancestry, marital status, age, sexual orientation, citizenship, political affiliation, union activity, service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Act of 1994, as well as state military and naval service.

2. This policy is intended to be consistent with the provisions of applicable State and Federal laws and University policies.

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. Sexual Harassment is defined as unwelcome sexual advances, unwelcome requests for sexual favors, and other unwelcome verbal, nonverbal or physical contact of a sexual nature when:
 - a. Quid Pro Quo: A person's submission to or rejection of such conduct is implicitly or explicitly made the basis for employment decisions, academic evaluation, or advancement, or other decisions affecting participation in a University program; or
 - b. Hostile Environment: such conduct is sufficiently severe or pervasive that it unreasonably denies, adversely limits, or interferes with a person's participation in or benefit from the education, employment or other programs and services of the University and creates an environment that a reasonable person would find to be intimidating or offensive.
3. If the definition of Sexual Harassment changes in the Sexual Violence Sexual Harassment Policy (SVSH), the new definition will replace the current language.

C. RETALIATION

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

D. RESOLUTION PROCEDURES

Grievances shall be processed in accordance with the University's SVSH Policy and or the University's Discrimination, Harassment, and Affirmative Action in the Workplace Policy.

E. APPEALS

If the UC-AFT appeals a grievance to arbitration which contains allegations of a violation of this article which are not made in conjunction with the provision of another article that is arbitrable, the UC-AFT's notice must include an Acknowledgement and Waiver Form signed by the affected Librarian. The Acknowledgement and Waiver Form will reflect that the Librarian has elected to pursue arbitration as the exclusive dispute resolution mechanism for such claim and that the Librarian understands the procedural and substantive differences between arbitration and other remedial forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums. The timeline to appeal to arbitration as set forth in Article 25 — Arbitration will be extended by 30 days for said grievances to enable the Librarian to make an informed decision.

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. Denials of funding must be communicated in writing. Decisions regarding the allocation of University funds to librarians for study, writing, research, public service and other professional development activities are not grievable or arbitrable. The decisions shall not be arbitrary, capricious, or unreasonable.
- B.** The University shall provide funding and opportunities for research and other professional development activities. Other professional development activities include creative activities, professional meetings, conferences, seminars, membership fees, and workshops. Such funding and opportunities shall be allocated and distributed on a competitive basis at the campus level in accordance with procedures that are established at each campus. The mix of funding between research and other professional development activities may fluctuate from year to year according to individual campus needs.
- C.** Grant proposals other than those supported by funds described in Section D. and E. of this Article which designate a librarian as Principal Investigator are subject to approval at the sole discretion of the University, in accordance with Contracts and Grants Policy.

- D. In accordance with procedures established by the University, the following amounts will be allocated for members of the unit to use for research, creative activities, professional meetings, conferences, seminars, membership fees, and workshops.

The minimum campus professional development fund pool shall be allocated each year in accordance with the table below:

Location	2019-2023
Berkeley	\$60,442
Davis	\$29,390
Irvine	\$25,886
Los Angeles	\$74,922
Merced	\$5,409
Riverside	\$23,074
San Diego	\$26,563
San Francisco	\$7,302
Santa Barbara	\$20,271
Santa Cruz	\$17,784

These funds shall be a minimum amount and shall not preclude the allocation of additional funds at the discretion of the University. Annually, the University Librarian or designee at each campus will announce a minimum amount available to each Librarian with a minimum allocation determined according to the above funding schedule divided by the headcount as of July 1 of the fiscal year. The timing of the announcement will be determined according to local campus procedures.

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

ARTICLE 4
DEFINITION, CRITERIA, TERMS OF SERVICE FOR APPOINTMENT, MERIT INCREASE, PROMOTION, AND CAREER STATUS

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 non-managerial administrative duties as defined by HEERA; and
6. Research where necessary or desirable in relation to the foregoing.

B. CRITERIA FOR APPOINTMENT

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.
 - a. 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 the first salary point. A person who has had previous experience relevant to the position may be appointed to one of the higher salary points in this rank, depending on the candidate's aptitude, the extent of prior experience, and/or the requirements of the position.
 - b. A candidate with extensive previous relevant experience and superior qualifications may be appointed to one of the two higher ranks in the series.

C. CRITERIA FOR MERIT INCREASE, PROMOTION AND CAREER STATUS ACTIONS

1. At the time of original appointment to a title in this series, each appointee shall be informed that continuation, advancement, or promotion is justified only by demonstrated superior professional skills and achievement. Promotion may also depend upon increased responsibility as well as growing competence and/or contribution in the candidate's position. This is assessed through 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, advance or promote. Promotion may also be tied to position change. The assumption of administrative responsibilities is not a necessary condition for promotion.
2. In considering individual candidates, reasonable flexibility is to be exercised in weighing the comparative relevance of the criteria listed below. A candidate for merit increase or promotion in this series shall be evaluated on the basis of the first of the following criteria, and, to the extent they are relevant to the candidate's career path, on at least one or more of the last three:
 - a. **Professional Competence and Quality of Service within the Library**
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 six major areas of librarianship

Additionally, librarians should be evaluated 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.

Evidence of effective service may include, but is not limited to, 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 professional colleagues, particularly those who work closely or continuously with the appointee; the opinions of librarians outside the University who function in the same specialty as the candidate; the effectiveness of the techniques applied or procedures developed by the candidate; and relevant additional educational achievement, including programs of advanced study or courses taken toward improvement of language or subject knowledge.

- b. **Professional Activity outside the Library**
A candidate's professional commitment and professional contributions 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; or editorial activity.

c. University and Public Service

Evaluation of a candidate's University and Public Service should take into account University-oriented activities including but not limited to the following: participating as a member or chair of administrative committees appointed by the Chancellor, University Librarian, or other university administrative officers; and memberships or chairmanship of other University committees, including those of student organizations and of departments and schools other than the Library such as service on thesis or dissertation portfolio committees. Public service includes professional librarian services to the community, state, and nation.

d. Research or Other Creative Activity

Research by practicing librarians has a growing importance as library, bibliographic, and information management activities become more demanding and complex. Librarian engagement in academic research enhances their ability to relate their functions to the more general goals of the university. It is therefore appropriate to take research into account in measuring a librarian's professional development. The evaluation of such research or other creative activity should be qualitative and not merely quantitative and should be made in comparison with the activity and quality appropriate to the candidate's areas of expertise. Note should be taken of continued and effective endeavor. This may include authoring, editing, reviewing or compiling books, articles, reports, handbooks, manuals, and/or similar products which are submitted or published during the period under review.

D. 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. The status of career appointment is achieved only after a trial period in potential career status. Under an exceptional circumstance, such as individuals who have already acquired career status or the equivalent, the Chancellor or Chancellor's designee may grant career status upon hire.
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.
4. Temporary appointees are eligible for merit increases on the same basis as potential career and career status appointees and judged on the major areas of librarianship.

Temporary appointees whose next successful review would move them to another rank must provide a review file prepared in accordance with library and campus guidelines and procedures. Temporary appointees are not eligible for career status.

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 potential for further professional growth. If, after such reviews, the appointee is promoted from the rank of Assistant Librarian to a 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), the appointee 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 potential for further professional growth. 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 potential for further professional growth. 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.
 - 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.
 - g. Reviews of career status appointees 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, the appointee will be provided with a written remediation plan to address the perceived deficiency. After a reasonable remediation period, a review of the appointee to coincide with a regularly scheduled review will be conducted. If a review results in an unfavorable evaluation, the appointee may be subject to termination after due notice. Otherwise, the appointment will be continued. If such a review does not coincide with a regularly scheduled review, an offcycle review will be conducted in accordance with established campus review procedures.
6. The effective dates of an appointment is the initial date of the change for purposes of payroll and record keeping and indicates the first day on which the payment begins for appointments. The effective date of merit increases and promotions as a result of the review process will normally be July 1. The effective date of the merit increase is subject to the collective bargaining process. 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 points in this series. These rules of computation do not apply to the University of California Retirement Plan benefit calculation.
- 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 be credited with one year of service at that rank and point.
 - c. A fiscal-year appointee with an effective date of appointment in the period January 2 through June 30 will not be credited with service 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 based on a calendar year or other 12-month period or multiple thereof, in accordance with the review cycles defined in Article 4.E.2.a. [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 of appointment.]
- i. A temporary appointee whose appointment continues into a new fiscal year will be reviewed according to the review cycles defined above and the guidelines established in this Article.

E. PERSONNEL REVIEW ACTION DEFINITIONS

a) Types of Actions:

- a. *Career status* is achieved upon successful completion of a suitable trial period in potential career status (Article 4.D.5.), except in the exceptional circumstance outlined in Article 4.D.1.
- b. A *merit increase* is advancement following a positive review.
- c. A *promotion* is advancement to the next highest rank within this series (i.e., Assistant Librarian to Associate Librarian and Associate Librarian to Librarian).
- d. A *no action* is:
 1. A neutral, non-prejudicial action for those at the top salary point of Associate Librarian or Librarian ranks; or
 2. An action intended to address performance issues and the actions required to improve that performance for those at any salary point.
- e. *Termination* ends the employment of a librarian.

b) Types of Reviews:

- a. A *standard review* is one that takes place every two (2) years at the Assistant and Associate rank and every three (3) years at the Librarian rank.
- b. An *off-cycle review* is one that takes place earlier than the standard review (2 or 3 years). The review file will be prepared in accordance with campus guidelines and procedures.
- c. 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 that can only be initiated with the written agreement of the candidate.
 - 1) 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 approval (or denial) to the designated University official. The University's decisions concerning review deferrals shall not be subject to grievance and arbitration.
 - 2) When a deferral takes place, the review is deferred for one year whether a person's review cycle is 2 or 3 years. A request for a deferral for an additional year should be regarded as a new request and thus subject to the same approval process described in E.2.c.1 above. After the completion of a review which has been deferred, the review cycle will resume anew at the 2- or 3-year interval. Work conducted during the extended review period shall be reviewed as though it were completed in the normal period.

F. GRIEVABILITY AND ARBITRABILITY

Academic judgment is not subject to grievance or arbitral review. Any complaint arising out of this Article or any grievance filed alleging violation of this Article may be processed either through the Grievance Procedure Article 24/Arbitration Article 25 or the Alternative Dispute Resolution Procedure Article 26, not both.

ARTICLE 5 PERSONNEL REVIEW ACTION PROCEDURE

The following provisions shall be incorporated into each campus's local procedures:

- A.** 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 comprise the majority of this committee.

- B.** The performance of each appointee shall be reviewed periodically and the review shall include participation by a review committee. A standard review is one that takes place every two (2) years at the Assistant and Associate rank and every three (3) years at the Librarian rank. Service at the top of the Associate Librarian or Librarian rank may be of indefinite duration, therefore, an abbreviated review may be conducted every two (2) years for Associate or three (3) years for Librarian.
- C.** All members of the librarian bargaining unit shall be informed in writing, on a yearly basis, of their eligibility for review. A member of the bargaining unit who is not typically eligible for a review during a particular review cycle may request an off-cycle review during that cycle. The decision to grant an off-cycle review is at the sole discretion of management and shall not be subject to the grievance and arbitration procedure of the MOU.
- D.** The CALL for merit increases, promotions, reviews, and career status actions and the calendar of action due dates for the review process shall be issued and distributed each year to every member of the librarian series. The calendar shall establish deadlines that are designed to ensure that all reviews will be completed and salary actions can be processed to take effect at the start of the next fiscal year. The calendar shall be adhered to by all parties. Deadlines may be extended upon the mutual agreement of the parties.
- E.** There shall be one (1) designated review initiator for a candidate, who shall make a recommendation for a personnel action, which will be included in the review file. Comments prepared by persons at higher levels of supervision (e.g., department heads, section heads, Assistant/Associate University Librarians) may be included in the academic review file. The candidate shall receive and have the opportunity to respond to all such evaluative comments in accordance with local procedures.
- F.** The candidate shall be given the opportunity to ask questions and to supply information and evidence to be evaluated in the review according to the calendar established in the CALL.
- G.** 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 from whom to solicit letters shall not be subject to grievance and arbitration.
1. 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.
 2. In soliciting letters of evaluation or following the receipt of an unsolicited letter related to the review, the University may send a statement regarding confidentiality of such letters.
 3. All such letters used in the review, even if unsolicited, shall be included in the academic review file.

4. Redacted copies of solicited letters shall be provided to the candidate upon receipt in accordance with local procedures.
5. Unsolicited letters related to the review will be subject to redaction, if received by the University with the understanding that the identity of the author will be held in confidence to the extent permissible by law. Redacted copies of such letters will be provided to the candidate in accordance with local procedures.

H. 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 academic review file, which consists of the review initiator's recommendation together with pertinent additional letters, if any, including those letters solicited from individuals, as provided for above, and required documents.

The review initiator's 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 recommendation shall provide a comprehensive assessment of the candidate's performance, together with detailed evidence to support the evaluation. The recommendation 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.

The review initiator's final recommendation shall be provided to the candidate, along with all documents to be included in the academic review file. The candidate must be allowed a reasonable period of time, seven (7) consecutive calendar days, to review and respond to the file. By mutual agreement of the parties, this period of time may be extended. The candidate may submit for inclusion in the record a written statement in response to or commenting upon material in the file.

- I.** Upon completion of the procedures described above, a Certification Statement shall be signed by the candidate certifying that the prescribed procedures have been followed. A Documentation Checklist listing the contents of the academic review file shall also be signed by the candidate. The Certification Statement and the Documentation Checklist shall be included in the academic review file.
- J.** Decisions and recommendations of the review committee(s) shall be based solely upon material within the academic review file.
- K.** If during subsequent review the academic review file is found to be incomplete or inadequate, additional information may 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. 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, which shall become part of the file. The review shall then be based upon the academic review file as augmented.

- L.** No documentation other than the recommendation(s) of the review committee(s) may be added to the academic review file without annotation of the Certification Statement and the Documentation Checklist.

- M.** The academic review file shall be referred to a review committee. On the basis of all evidence in the academic 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.
 - 1. In conducting its review and arriving at its recommendation concerning a candidate, each review committee shall be guided by the criteria in Article 4.
 - 2. The report of the review committee(s) shall be submitted to the University's deciding officer(s).
 - 3. The deliberations and recommendations of the review committees are to be strictly confidential.
 - 4. A person shall decline participation in the review committee if the person questions their own ability to make a fair and objective judgment in a particular case or in the case of a possible conflict of interest.

- N.** 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 the committee with respect to the assessment. The review committee shall be given the opportunity for further comment before the final decision is made.

- O.** If the University's deciding officer's preliminary assessment is to terminate appointment or not to confer career status, the candidate shall be notified of the opportunity to request access to records in the academic review file, subject to Article 7, Personnel Files. The candidate and review initiator shall then have the opportunity to respond in writing and to provide additional information and documentation.

- P.** The designated University official shall inform the candidate in writing of the final administrative decision including the reasons for the decision. The candidate shall receive a copy of the review committee and any redacted ad hoc committee reports. Such a statement shall not disclose the identities of persons who were sources of confidential documents.

- Q.** An arbitrator shall have the authority to determine whether the University has violated a procedure set forth herein. However, in any grievance alleging a violation of this Article, the arbitrator shall not have the authority to review any decision to:

1. Initiate an academic review;
2. Award or deny a merit increase;
3. Award or deny a promotion;
4. Award or withhold career status;
5. 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.

R. Local procedures shall be consistent with the language of this contract.

ARTICLE 6 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 their 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 their 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 7 ASSIGNMENTS, TRANSFERS, AND REASSIGNMENTS

A. GENERAL PRINCIPLES

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

B. ASSIGNMENTS

1. Each librarian shall receive a statement of responsibility within thirty (30) days of the librarian's date of hire. Statements of responsibility shall include a general description of duties assigned to the librarian.

2. The statement of responsibility shall be reviewed by the librarian and review initiator within thirty (30) days of the librarian's date of hire and at the commencement of each review period. The librarian shall receive a copy of the statement of responsibility and shall indicate the librarian's receipt by signing the document. A copy of the statement of responsibility shall be placed in the librarian's personnel file.
3. If significant permanent or interim duties are added to a position during a review period, a description of such additional duties shall be reduced to writing, added to the librarian's statement of responsibility and placed in the librarian's personnel file. Such supplement to the statement of responsibility must be added to the personnel file in a timely manner. The librarian shall receive a copy of all such supplements to the statement of responsibility and shall indicate the librarian's receipt by signing the document. The review initiator shall review the supplement with the Librarian prior to signing.
4. If a librarian thinks that the assignment(s) are unreasonable or excessive, the librarian should confer with the review initiator. If questions about the assignment(s) are still outstanding, the librarian may appeal to the next level of supervision. A record of the appeal and its outcome shall be included in the librarian's personnel file. The appropriate University designee shall have the final decision on the assignment.

C. TRANSFERS

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

D. REASSIGNMENTS

1. When the University takes an action to change the organizational unit or reporting relationship of a librarian, a reassignment has occurred. Reassignments may be full-time or part-time, voluntary or involuntary, or temporary or permanent. A temporary reassignment shall have a specified ending date. A written description of the new assignment, including its reporting relationship, and duration if not indefinite, shall be given to the affected librarian no less than ten (10) working days prior to the commencement of the new assignment. In unexpected or unplanned circumstances (including but not limited to, sudden resignations or prolonged absences), the written description of the new assignment shall be given no later than ten (10) working days after the commencement of the new assignment. Timelines can be extended by mutual agreement.
2. When an involuntary reassignment is anticipated, a written description of the new assignment, including its reporting relationship, and duration if not indefinite, shall be given to the affected librarian and the University will offer to meet with the librarian prior to the change to discuss the proposed change. The University will consider alternatives to the proposed changes including such factors as the librarian's area of

expertise and career path. A written description of the new assignment, including its reporting relationship, and duration if not indefinite, shall be given to the affected librarian no less than ten (10) working days prior to the commencement of the new assignment. In unexpected or unplanned circumstances (including but not limited to, sudden resignations or prolonged absences), the written description of the new assignment shall be given no later than ten (10) working days after the commencement of the new assignment. Timelines can be extended by mutual agreement.

3. In the event the University determines that duties associated with a reassignment require skills not held by the affected librarian, the University shall provide the necessary training and/or continuing education.
 4. Reassignment is not a form of corrective action and does not affect the rank, salary, and career status of the librarian.
 5. A librarian may volunteer for reassignment; however, the University is under no obligation to accept this offer from the librarian.
- E.** If the University assigns a represented librarian to a vacant non-represented management position in the library, without a search or advertisement/posting of the position, on a temporary basis for a period of two (2) years or less, the University shall provide notice to the union and may immediately proceed with the temporary out-of-unit assignment.

ARTICLE 8 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 salary point 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 their previous rank and salary point, and a librarian with potential career status shall be reemployed at the same or lower rank and salary point, 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 salary point; 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 salary point, 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 9
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:
 5. Environmental Sanitation
 6. Industrial Hygiene
 7. General Safety
 8. Fire Protection
 9. 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 10 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, job title, title codes, most recent date of hire, campus department address, work location, personal cellular phone number, personal email address, dues indicator and home address provided the librarian has agreed to release their home address.

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

Within 90 days of ratification of this Agreement, the University shall prepare a complete, corrected version of the document, which shall be approved by the UC-AFT. Following this approval, two (2) hard copies of record shall be prepared, one for each party. A downloadable electronic pdf version shall be posted on the University of California website. The University shall notify all Unit 17 librarians of the URL for the Agreement. Any Unit 17 librarians hired after the effective date of this Agreement shall be given the URL for this agreement during the on boarding process.

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

UC-AFT requests for personnel and budgetary information and reports relating to employment conditions of librarians shall be fulfilled to the extent required by law. The UC-AFT will bear all appropriate costs associated with additional copies or other information requests.

J. UC-AFT LEAVE

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

K. UNION STEWARDS

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

L. NEW EMPLOYEE ORIENTATION

1. When the University hires a new bargaining unit employee, the University shall notify the Union fifteen (15) days in advance, if practicable, of the date the on-boarding process

shall take place, which is generally the first day of employment. The University shall provide the Union (designated local union representative at each campus) with the date, time and location for the Union's access to the new employee.

2. The on-boarding process is defined as the process which commences on the date the new bargaining unit employee reports to work and signs the employment paperwork such as an I-9 form, patent and oath and receives an employee identification number.
3. Following the on-boarding, the University shall arrange for a space for the Union to meet with the new bargaining unit member for a maximum of thirty (30) minutes. However, the new bargaining unit member does not have to meet with the union if the employee does not want to do so.
4. The Union's availability will not be taken into consideration when the on-boarding meeting is scheduled.
5. Should the Union fail to arrive at the designated location at the designated time, no make-up meeting shall be scheduled nor shall the new bargaining unit employee be required to wait past ten (10) minutes into scheduled time period.
6. The new bargaining unit member shall be on paid work time for a maximum of thirty (30) minutes for the time they are meeting with the union.

ARTICLE 11 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 12 DUES DEDUCTION

A. DEDUCTIONS

1. General Conditions
 - a. The UC-AFT has the exclusive privilege of dues deduction for all employees in Unit 17.

- b. The UC-AFT shall establish its dues amount and shall certify its amount to the University. The University shall deduct from the Librarian gross earnings, and from non-unit voluntary members' retirement gross earnings, membership dues in the amount certified by the UC-AFT.
- c. The University shall deduct COPE as a flat dollar amount, for those Librarians identified by the UC-AFT.
- d. The University shall remit deductions to the UC-AFT on a monthly basis.
- e. The University shall make every effort to redirect bargaining unit employees or non-unit voluntary members to the UC-AFT regarding dues related inquiries.

2. Dues Amount Change

- a. The Union may change the certified dues amount once in a twelve-month period without cost to the UC-AFT. Any annual changes in the amount to be deducted for union dues shall be certified to the University, in writing, at least thirty (30) calendar days prior to the effective date of the dues amount change.
- b. All costs associated with accomplishing additional changes in the dues amount (machine, programming, etc.) shall be paid by the Union at the same rates that apply to other employee organizations described in the University Accounting Manual. The University shall provide the Union with estimated costs and an estimated time of completion and the Union shall pay the agreed-upon costs before the University makes the change.

B. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION

1. Certification and Maintenance of Deduction Information

- a. The Union will certify to the University to begin deductions or to cease deductions. For bargaining unit members, deductions shall be from in unit earnings based on gross earnings. For non-unit voluntary members, deductions shall be from retirement gross earnings.
- b. The UC-AFT will either deliver an electronic file in Excel (*.xls) format to the University's campus appropriate office or upload files to the FTP website, in accordance with Section 2 below. The University shall provide notice of the changes to the administrative process at least thirty (30) calendar days in advance of the change.
- c. For employees who are paid monthly, the dues file shall be transmitted electronically no later than the 20th of each month or four (4) calendar days prior to the pay confirm date for the month, whichever occurs first. For employees who are paid bi-weekly,

the dues file shall be transmitted no later than the Friday before the end of the pay period.

- d. The University agrees the changes will be made in time to affect the next payroll with a pay begin date that falls on or after the date the deduction certification is received.
 - e. The Union will solely maintain the dues deduction authorization, signed by the employee from whose salary or wages the deduction is to be made. The Union shall not be required to provide a copy of an individual authorization to the University unless a dispute arises about the existence or terms of the authorization.
 - f. If an employee is separated from the University or transferred out of Unit 17 and is still employed by the University in a non-unit title code, or if the employee holds appointments in a Unit 17 title code and a non-unit title code simultaneously, the University shall not deduct dues from the non-unit earnings unless explicitly authorized by the Union to do so as a non-unit voluntary member.
 - g. The University shall maintain the last known payroll deduction authorization status for Unit 17 dues paying members for no less than sixty (60) months from the UC-AFT certification for all former Unit 17 employees with records in the payroll system. If an employee is separated from the University or transferred out of Unit 17 and is later re-employed in a Unit 17 title code, their dues deduction status shall be resumed with the first payroll immediately upon rehire or transfer back into a Unit 17 title.
2. The UC-AFT list to be submitted in Excel format shall include the following fields:
- a. Location/Business Unit Code
 - b. Campus Name
 - c. Bargaining Unit or unrepresented
 - d. Employee Identification Number
 - e. Employee Name (Last, First)
 - f. Action Codes: "A" = Add; "C" = Change; "S" = Stop
 - g. Deduction Codes: "D" = Dues; UD = Non-Unit Voluntary Member Dues; "PA" = COPE
 - h. COPE amount - new or changed amount.

C. FEES FOR PROVIDING PAYROLL DEDUCTIONS

1. The University shall charge the UC-AFT \$.07 per employee for calculation and reporting and \$10.00 for each monthly union payroll deduction remittance. Such charges shall be deducted from the total check remittance.
2. For the purpose of voluntary deductions for the Union, COPE fees charged to the Union shall not exceed the actual costs incurred by the University to establish such deductions.

D. INFORMATION TO ACCOMPANY REMITTANCE

The University shall submit a monthly standard earnings (based on retirement gross where applicable) and deduction report which shall contain, by campus, an alphabetical list of all employees in the bargaining unit and non-unit voluntary members on dues deduction status. The report shall include the employee identification number, employee name, amount withheld, and earnings that are the basis for the deduction. The report shall be provided electronically via the FTP site. Any costs associated with union-requested changes in the deduction report referenced above shall be fully paid by the Union.

E. CORRECTION OF ERRORS

1. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two times the normal dues amount in any given pay period.
2. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employees accordingly.
3. If the parties cannot agree on the amount of the appropriate deduction only the union may file a grievance concerning the same.
4. The University shall include a communication to the Librarian if deducting two times the normal contributions in accordance with E. 1 above with concurrent notice to the UC-AFT.

F. INDEMNIFICATION

The Union shall indemnify the University for any claims made by the employees for deductions made by the University in reliance on the Union's certification or on the Union's representation as to whether deductions for the Union were properly canceled or changed. The University shall promptly provide notice to the Union of any claim, demand, suit or other action for which it is seeking indemnification.

ARTICLE 13 SALARY

A. GENERAL PROVISIONS

Any and all salary increases provided to librarians for the duration of this Agreement shall be expressly provided for in this Article, Appendix A, B, and C, and the Academic Reviews Side Letter between the UC-AFT and the University.

B. MERIT INCREASES

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

C. GENERAL RANGE ADJUSTMENTS

1. 2019 Salary Scale Restructure and Range Adjustment:

The University and the UC-AFT have agreed to make the following changes to the existing Librarian Salary Structure, effective the first day of the monthly pay cycle, no later than sixty (60) days following the UC-AFT's written notice of ratification (as illustrated in Appendix B). The salaries for bi-weekly paid librarians shall be adjusted the first bi-weekly pay period on or following the monthly effective date:

- a. Step 1: The 2017 Librarian Salary Scale shall be restructured so that overlapping salary points at each rank match, and so that there remain uniform 2.7% increments between each two sequential salary points. By applying uniform 2.7% increments, the compression shall be removed from the top salary point at the Librarian rank.
- b. Step 2: Two salary points shall be added to the top of the scale and two salary points shall be removed from the bottom of the scale at the Assistant and Associate ranks. One salary point shall be added to the top of the scale and one salary point shall be removed from the bottom of the scale at the Librarian rank.
- c. Step 3: A 3% range adjustment shall be applied to the above restructured scale, resulting in the "Ratification Scale".
- d. Step 4: Before any merits are applied, all librarians will move from their current salary point on the 2017 salary scale to the same salary point letter on the Ratification Scale.

2. General range adjustments for 2019, 2020, 2021, 2022, and 2023:

- a. Effective July 1, 2019, the University shall adjust all Librarian salary ranges by three percent (3.0%). The salaries for bi-weekly paid Librarians shall be adjusted effective the first day of the first bi-weekly pay period commencing on or after July 1st.

- b. Effective July 1, 2020, the University shall adjust all Librarian salary ranges by three percent (3.0%). The salaries for bi-weekly paid Librarians shall be adjusted effective the first day of the first bi-weekly pay period commencing on or after July 1st.
- c. Effective July 1, 2021, the University shall adjust all Librarian salary ranges by three percent (3.0%). The salaries for bi-weekly paid Librarians shall be adjusted effective the first day of the first bi-weekly pay period commencing on or after July 1st.
- d. Effective July 1, 2022, the University shall adjust all Librarian salary ranges by three percent (3.0%). The salaries for bi-weekly paid Librarians shall be adjusted effective the first day of the first bi-weekly pay period commencing on or after July 1st.
- e. Effective July 1, 2023, the University shall adjust all Librarian salary ranges by three percent (3.0%). The salaries for bi-weekly paid Librarians shall be adjusted effective the first day of the first bi-weekly pay period commencing on or after July 1st.

D. Advancement through the salary-point-based scale proceeds as follows:

- 1. A positive review shall result in an increase of at least two (2) salary points on the applicable scale for Assistant and Associate Librarian ranks, and at least three (3) salary points on the applicable scale at the Librarian rank. The University is not precluded from granting merit increases of a greater number of points.
- 2. A librarian who receives a no-action shall nonetheless move to the new scale. In exceptional circumstances, a librarian who receives a no-action may be awarded a one (1) point salary advancement at the Assistant and Associate Librarian ranks and a one (1) or a two (2) point advancement at the Librarian rank.
- 3. The University is not precluded from advancing an Assistant or Associate Librarian by less than two (2) salary points or a Librarian less than three (3) salary points on the salary scale in cases where fewer points remain on the scale for the respective rank.
- 4. In any event, an employee who is currently subject to discipline as defined in Article 23 Corrective Action shall not be eligible for a merit based increase.

E. Once a librarian has achieved a salary in a rank that overlaps with the next rank, they may request a promotional review in accordance with the promotional review process in Articles 4 and 5 applicable local procedures at their campus. A positive review would result in promotion to the next rank.

F. An individual who is promoted will receive an increase of at least two (2) salary points above their previous salary amount at the Assistant Librarian rank; and at least three (3) points above their previous salary amount at the Associate Librarian rank.

- G.** Individuals with six years of service at the Assistant Librarian rank are eligible for a promotional review even if they have not achieved a salary that overlaps with the Associate Librarian rank.

H. SALARY RATES

The applicable salaries are reflected on Academic Personnel Salaries website at: <http://www.ucop.edu/academic-personnel-programs/compensation/index.html>. In the event this web page expires and is replaced by a new corresponding web page, the University will provide 30 days' notice to the UC-AFT advising where such title code and salary information can be found online.

I. GRIEVABILITY

The salary scale restructure is not subject to grievance and arbitration.

ARTICLE 14 UNIVERSITY BENEFITS

A. GENERAL CONDITIONS

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

3. A librarian shall pay costs in excess of University contributions, and employee costs for plans to which the University does not contribute, normally through payroll deduction.

B. ENUMERATION OF UNIVERSITY BENEFITS

For informational purposes only, a brief outline of the University's health and welfare plans is found at the UC Benefits website. More Information can be found in general University benefits publications and individual summary plan descriptions. Specific eligibility and benefits under each plan are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. For details on specific eligibility for each program, contact the campus Benefits Office.

C. HOUSING PROGRAMS

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

D. MEETINGS

The University agrees to hold meetings twice per year to provide information to the UC-AFT regarding University-wide benefit plans, coverages, benefit schedules, carriers, providers, premium rates, eligibility criteria, and the amounts, if any, of University/librarian contributions. At these meetings, the UC-AFT may provide information and comment to the University regarding University wide 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 thirty (30) calendar days regarding alterations arising pursuant to Section A.2.b. above, the University may implement the proposed changes.

ARTICLE 15 TUITION/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 Student Services Fee and the University Tuition, 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.
- B.** Eligibility for partial tuition/fee reductions for other University courses, including but not limited to University extension courses and courses offered by programs subject to the Policy on Self-Supporting Graduate Degree Programs, 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 16 PER DIEM

For required travel on official University business, the University shall reimburse members of the unit for authorized expenses in accordance with the requirements of the appropriate section(s) of the UC Business and Finance Bulletin. Reimbursement rates and methods shall be those provided to other eligible academic appointees including Senate Faculty.

ARTICLE 17 MANAGEMENT RIGHTS

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

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

- B.** The University may continue any current policies and practices which do not conflict with the express written provisions of this Agreement.
- C.** No management right shall be subject to Article 24 – Grievance Procedure or Article 25 – Arbitration or exclusive claim in a collateral suit unless the exercise thereof violates an express written provision of this MOU.

ARTICLE 18 TEMPORARY APPOINTEES

A. A TEMPORARY APPOINTMENT

1. Shall have a specified date of termination;
2. Shall fill a temporary and finite need in the library and may be created to address situations such as, but not limited to:
 - a. Librarian leaves
 - b. Time-limited projects
 - c. Temporarily reassigned librarians
3. Shall be for two (2) years or less, unless supported by external funds. Externally funded appointments may be continued for one (1) additional year. Positions funded by extramural funds may be continued for the duration of the fund. The anticipated length of the temporary appointment shall be included in the librarian's appointment letter. Nothing in this section precludes extending a temporary appointment of less than two (2) years to the time limits set forth herein. When the length of the appointment permits, the librarian shall be reviewed following the same procedures and review cycles set forth for review of potential career or career appointees;
4. Is automatically self-terminating, and notice of intention not to reappoint is not required.

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. Are eligible for merit increases and promotions on the same basis as potential career and career appointees. Temporary appointees whose next successful review would move them to another rank must provide a review file prepared in accordance with library and campus guidelines and procedures. Career status cannot be achieved while in a temporary librarian title code.
3. Shall be given the same opportunity as potential career or career appointees to participate in activities which fulfill the second, third and fourth criteria listed in Article 4 - Definition, Criteria, and Terms of Service for Appointment, Merit Increase, Promotion, and Career Status;
4. 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;
5. If appointed to a permanent position with potential career status, will be given consideration for time spent in temporary status when determining assignment to rank and salary point.

C. RELEASE

1. Release is the termination of the employment of a temporary librarian prior to the completion of the appointment.
2. UC-AFT, and any temporary librarians who are released prior to the conclusion of their period of appointment shall be given written notice at least five (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 five (5) working days after the effective date.

D. GRIEVABILILTY

Disputes relating to Sections B.2., B.3., B.5., C.1., and C.2. shall not be subject to arbitration.

ARTICLE 19 LEAVES OF ABSENCE

A. GENERAL PROVISIONS

If applicable state or federal law requires that the University offer any leave in a manner that is more generous to employees than is currently provided in this Article or Appendix D, the University will comply with the law.

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 and Medical Leave (FML) takes a leave for the Librarian's own serious health condition, (as defined in Appendix D, Section A.2.d.), the absence from work shall be deducted from the Librarian's FML entitlement.
- b. An approved non-medical leave of absence includes Personal Leave and certain types of FML (including Parental Leave and leave to care for a family member with a serious health condition). 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 or otherwise required by law.

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 other than FML 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 FML - An eligible Librarian shall have University-provided health benefits continued for the period of the FML in accordance with Appendix D, Section A.9.

3. Requests for Leave

Except as provided in Section A.6. of Appendix D, which addresses the Notification required for FML, 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 and Medical Leave (FML), 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, generally shall not exceed one year.

5. Return to Work

- a. Except as provided in Appendix D, Section A., Family and Medical Leave (FML), and Section B., Pregnancy Disability 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 their 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. Return to work after FML and Pregnancy Disability Leave for Librarians is 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 agency" 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 (2) month 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-month) period.
2. The Librarian's application shall identify which two (2) months the Librarian 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-month) leave to the same extent and under the same conditions that would cover the Librarian if 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. Except as provided in Appendix D., Section B.1.b., special two-month (2-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 FML or Pregnancy Disability 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 the Librarian 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 when summoned to serve required jury duty. Upon receipt of the summons 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 their immediate family or property in jeopardy. Such leaves shall normally be of short duration.

3. Witness Leave

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

4. Leave With Pay to Attend Professional Meeting

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

5. Other Leaves With Pay

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

F. MILITARY LEAVES

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

G. CATASTROPHIC LEAVE

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

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

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

ARTICLE 20 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 there from, and for Parental Leave as described in Appendix D Section A.14.
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.
6. If, while on vacation, a librarian becomes ill or is otherwise subject to the normally approved purposes of sick leave as described in Section 20.B.1. above, the librarian may use accumulated sick leave for that purpose.

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 21 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 any accumulated vacation credit paid to the librarian's designated beneficiary.

D. USAGE

A librarian with accumulated vacation credit who is granted extended military leave shall be paid for vacation credit through the librarian's 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 22 HOLIDAYS

A. OBSERVANCE

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

New Year's Day
Martin Luther King, Jr. Holiday
Presidents' Day
Cesar Chavez Day
Memorial Day
Fourth of July
Labor Day

Veterans Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

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

2. A librarian required to work on a holiday listed in paragraph 1 of this section shall be paid regular pay for the day. In addition, the librarian shall receive another day off with pay.
3. A librarian whose regular day off falls on a holiday listed in paragraph 1 of this section shall receive one (1) day off with pay.
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 the librarian's 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 the librarian's 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 23
CORRECTIVE ACTION AND DISMISSAL

A. DEFINITION

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 (3) 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 provisions 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 fourteen (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 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 the librarian's 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 fourteen (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 fourteen (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 librarian 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 fourteen (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 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 the librarian's 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 fourteen (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 fourteen (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 librarian's request, the librarian 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 (2) years from the date of the written warning or the University's written response to the notice to suspend, it will not be used or relied upon to take or support disciplinary action. This material shall be removed

from the personnel file and returned to the librarian upon request, unless retained pursuant to a legal requirement or University policy.

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 fourteen (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 2, 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 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. Time Limits and General Procedures

- a. Failure to Adhere to Procedures and Requirements. Any grievance or appeal which is not received within the time limits established by this Article and/or which does not comply with the procedures and requirements of this Article shall be considered waived and withdrawn by the librarian and/or union.
- b. Non-Business Days: Deadlines which fall on a day which is not a campus business day will automatically be extended to the next campus business day.

- c. **Extension of Time Limits:** The parties may mutually agree in writing to extend the time limits in any step of the Grievance Procedure. Such written extension by mutual agreement must be accomplished in advance of the expiration of the time limit being waived. The parties agree to extend a time limit accordingly in the event that untimely delivery at any step of this procedure prevents the addressee from responding in a timely manner or would result in a filing being considered untimely.
- d. **Waiver of Time Limits and Grievance Steps:** Each of the steps in the Grievance Procedure, as well as the time limits prescribed at each step of the Grievance Procedure, may be waived by mutual agreement of the parties. Such waiver must be confirmed in writing by the representatives of the respective parties.
- e. **Remand to Previous Step:** Where appropriate, the parties at any step of the Grievance Procedure may, upon mutual agreement, remand the grievance to a previous step for resolution.
- f. **Grievances Not Appealed:** Grievances not appealed within the designated time limits in any step of the Grievance Procedure will be considered resolved on the basis of the last University response.
- g. **Grievances Not Answered by University:** Grievances not answered by the University within the designated time limits of any step of the Grievance Procedure may be appealed to the next step of the Grievance Procedure by giving written notice of the appeal within fifteen (15) calendar days of the expiration of the designated time limits to the official/office listed in Appendix F.

5. Method of Filing

- a. **Generally:** All grievances and appeals must be in writing and submitted to the appropriate official/office on the librarian grievance form. Grievances may be hand-delivered to the appropriate official/office or submitted via email—but will not be accepted by U.S. mail or fax, although such grievances will be accepted through fax at UC Berkeley.
- b. **Hand-Delivered Grievances:** Hand-delivered grievances must be received during the normal business hours of the appropriate office designated to receive the grievance or appeal and are considered filed on the date they are actually received.
- c. **Acknowledgment of Hand-Delivered Grievances:** Hand-delivered grievances must receive mutual acknowledgment from the person delivering the document(s) by either (1) affixing the date stamp of the receiving office, and each of them retaining one of the stamped document(s); or (2) the person accepting delivery of document(s) signing and dating the document(s), and each of them retaining one of the signed, dated document(s).

- d. Grievances Filed by Email: Emailed grievances must be received by the appropriate official/office designated to receive the grievance or appeal as listed in Appendix F. If the date and time on the electronic transmission falls outside the campus business hours, the following campus business day shall constitute the official date of receipt.
- e. Acknowledgment of Grievances Filed by Email: Email addresses designated by the University, and listed in Appendix F, to receive grievance/appeal filings shall acknowledge the filing of a grievance or appeal with a computer-generated automatic email response. If no automatic acknowledgement is received after electronic transmittal, the date of filing shall be the date of the transmission receipt.

6. 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.

7. Representation

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

8. 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.

9. 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.

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 their 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. INFORMAL RESOLUTION

1. As soon as practicable, the librarian, with or without their representative of choice, shall discuss the grievance with the librarian's supervisor or designated campus official, when appropriate subject to the waiver in Section B.6 below.
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 informally subject to the waiver contained in Section B.6. below.

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 1. The librarian or the UC-AFT may file a written grievance prior to the completion of the informal resolution in order to preserve time limits set forth in C.1.a. below. Written grievances filed pursuant to this paragraph shall be held in abeyance pending completion of the informal resolution.
6. Attempts at informal resolution do not extend the thirty (30) calendar day time limit to file a written grievance at Step 1 unless an extension of the time limit has been agreed to as set forth in Section A.4.c. above. Informal Resolution 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 1. WRITTEN GRIEVANCE

1. Consistent with the provisions of this MOU, a grievant or the UC-AFT may file a written grievance as set forth below:
 - a. A written grievance must be filed with the campus designated grievance official/office listed in Appendix F 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 do not extend these time limits, unless an extension has been agreed to as set forth in Section A.4.c. above.
 - 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 or misinterpreted;
 - 2) The date(s) and nature of the action grieved and how it violated the above-described provision(s) of the Agreement;
 - 3) How the grievant was adversely affected; and
 - 4) The remedy requested.
2. Within thirty (30) calendar days of receipt of the written grievance, the University shall convene a meeting of the parties in an attempt to resolve the grievance.

3. The University shall respond in writing within fifteen (15) calendar days after the meeting. Resolutions at this step, although final, shall not be precedential under this Agreement.
4. Settlements shall be implemented in accordance with the provisions of Section A.8. above.
5. If the grievance is not resolved, the grievant may appeal the grievance to Step 2.
6. 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 fifteen (15) calendar days. If the University does not respond within fifteen (15) calendar days the grievance shall be moved to Step 2.

D. STEP 2. APPEAL

1. If the grievance has not been resolved at Step 1, the grievant or the grievant's representative may file a written appeal to move the grievance to Step 2 with the official/office listed in Appendix F. The appeal must be filed within fifteen (15) calendar days from the date of electronic transmission of the Step 1 response.
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 2.
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 2. 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. A written decision shall be issued within fifteen (15) calendar days following the Step 2 meeting, or receipt of the Step 2 appeal if there has been no request for such a meeting.
5. Settlements shall be implemented in accordance with the provisions of Section A.8. above.

E. STEP 3. APPEAL TO OFFICE OF THE PRESIDENT

1. All grievances that are not satisfactorily resolved at Step 2 may be appealed to Step 3. The appeal must be filed with the Director of Labor Relations at the University of California at the Office of the President as listed in Appendix F within fifteen (15) calendar days of the date the Step 2 written answer was issued or, if no University answer was issued, within fifteen (15) calendar days of the date the University's answer was due.

2. The Step 3 appeal shall identify only unresolved issues, alleged violations and remedies that were raised at the Step 2 and shall be signed and dated by the grievant or their representative.
3. The Director of Labor Relations at the Office of the President shall issue the University's written answer to a Step 3 appeal within thirty (30) calendar days of the receipt of the appeal. The Step 3 decision will be issued to the grievant when self-represented or to the grievant's representative. If the grievant is not represented by the UC-AFT, a copy of the Step 3 decision shall also be sent to the UC-AFT at the same time. If the Office of the President does not respond within thirty (30) calendar days the UC-AFT may appeal to arbitration.
4. The University's decision shall become final within forty-five (45) calendar days following electronic transmission of the decision, unless within that time the UC-AFT has appealed the decision to arbitration.

F. SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE

Grievances shall be processed in accordance with the University's Sexual Violence Sexual Harassment (SVSH) Policy, <https://policy.ucop.edu/doc/4000389/SVSH>.

A librarian who believes they have been subjected to sexual harassment may file a complaint pursuant to the SVSH Policy or a grievance pursuant to this Article. A grievance filed pursuant to this Article will be forwarded to the Title IX Officer for processing under the SVSH Policy, and the grievance will be held in abeyance pending resolution under the SVSH Policy.

G. ACCESS TO GRIEVANCE PROCEDURE

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

1. Sexual Harassment Complaint Resolution Procedure (see Section F. above) and
2. The appeal procedure in Article 18, Temporary Appointees.

ARTICLE 25 ARBITRATION

A. APPEAL TO ARBITRATION

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.

1. Time to File: The written appeal to arbitration must be filed with the Director of Labor Relations, Office of the President as listed in Appendix F within forty-five (45) calendar days of electronic transmission of the final University decision by the UC-AFT (Article 24, Step 3). Appeals to arbitration which are not filed within this time limit or which do not contain the appropriate UC-AFT signature are ineligible for arbitration. An appeal is considered filed on the date it is received by the designee in the Office of the Director of Labor Relations Office of the President, if delivered in person, or on the date sent, if sent by email. The written appeal must be signed by the UC-AFT President, Vice-President of Grievances 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. If a grievance is not appealed to arbitration, the University's written Step 3 answer shall be final.
3. Hand-Delivered Appeals: Hand-delivered appeals to arbitration must be received during the normal business hours of the Office of the President and are considered filed on the date the appeal is received.
4. Acknowledgement of Hand-Delivered Appeals: Hand-delivered appeals to arbitration must receive mutual acknowledgement from the person delivering the document(s) and the person accepting delivery of document(s) by either (1) affixing the date stamp of the receiving office, and each of them retaining one of the stamped document(s); or (2) the person accepting delivery of the documents(s) signing and dating the document(s), and each of them retaining one of the signed, dated document(s).
5. Appeals Filed by Email: Emailed appeals to arbitration must be received by the Office of the Director of Labor Relations, Office of the President as listed in Appendix F. If the electronic transmission falls outside of regular business hours, the following business day shall constitute the official date of receipt. Appeals to arbitration transmitted by email shall be directed to AppealAGrievance@ucop.edu.
6. Acknowledgment of Arbitration Appeals Filed by Email. The email address designated by the University to receive appeals to arbitration shall acknowledge the filing of an appeal with a computer-generated automatic email response. If no automatic acknowledgement is received after electronic transmittal, the date of filing shall be the date of the receipt of the transmission.

7. Absent resolution of the grievance during this time, the designee of the Office of Labor Relations of the Office of the President shall respond via email to the UC-AFT within twenty (20) calendar days of filing of the appeal to arbitration as defined in Section A.1. above. The University's response will include 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 an expedited arbitration hearing prior to and separate from the hearing (if any) about the substantive facts and/or allegations in dispute, except as provided in Section B.2. below. In the event an arbitrator, as a result of the Arbitrability hearing referenced above, determines a matter to be arbitrable, the arbitrator 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 electronic transmission of the University's response to the UC-AFT's appeal to arbitration or within 15 days of when the University should have responded, 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 or the UC-AFT 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

For purposes of arbitrability issues, 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 feasible for the parties, unless otherwise agreed by the parties;
3. By mutual agreement of the parties, there shall be no transcript of the proceedings;
4. By mutual agreement of the parties, post-hearing briefs may 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 preceding 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 2 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 Section C.4. above, is rejected by the UC-AFT, or where it is set at the request of the University under the provisions of Section C.5. above; 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 5. However, in any grievance alleging a violation of Article 5, 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 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 a failed electronic delivery at any step of this procedure prevents the addressee from responding in a timely manner or would result in a filing being considered untimely.

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 Section H.3.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 ALTERNATIVE DISPUTE RESOLUTION PROCESS

A. POLICY

This Policy provides librarians in this bargaining unit the opportunity to present complaints. The intent of this process is to encourage voluntary resolution when it is desired by both parties. The use of this Policy shall not be discouraged by the University by any means, either direct or indirect. Librarians may use either the Alternative Dispute Process to process a complaint or the Grievance and Arbitration process set forth in Articles 24 and 25, but may not avail themselves of both procedures.

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 Article 4 which adversely affects the librarian's existing terms or conditions of employment.

C. ELIGIBILITY

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

D. STANDARDS/PROCEDURES

1. A complaint resolution liaison shall be designated on each campus.
2. Informal Review
 - a. Prior to filing a formal complaint, the complainant may attempt informally to resolve the complaint with the immediate supervisor or responsible administrator whose action is being challenged. If the complaint cannot be resolved through informal discussion, the complainant may pursue the formal review process. Attempts at informal resolution do not extend the time limits for filing a formal complaint unless a written exception is granted by the complaint resolution liaison.
 - b. If informal resolution with the immediate supervisor or responsible administrator is attempted or is unsuccessful, a complainant may request that complaint resolution liaison assist in resolving the complaint. Where appropriate, the complaint resolution liaison may work with the parties to reach an informal resolution.
 - c. The complainant may waive the informal review and move directly to Step 1 of the Alternative Dispute Resolution Process.
3. Step 1 Formal Review
 - a. A formal complaint 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. Attempts at informal resolution may continue after a formal complaint has been filed, but are not required. Except by mutual written agreement of the parties, no additional issues shall be introduced after the appeal has been filed.
 - b. The complaint must:
 - 1) Identify the specific administrative act(s) to be reviewed;
 - 2) Specify how the complainant was adversely affected;

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

- e. The Step 1 reviewer shall review the complaint, and, if appropriate, investigate, and/or meet with the parties. The reviewer shall respond in writing to the complainant and the complaint resolution liaison within thirty (30) calendar days after the date the formal complaint is received by the Step 1 reviewer. The response will include a statement that the complaint is denied or upheld in whole or in part and that the complainant has the right to appeal the decision to Step 2 of the complaint resolution procedure.
- f. A complaint that is not resolved at Step 1 may be appealed to Step 2.

4. Step 2 Appeal

- a. A formal complaint not resolved to the satisfaction of the complainant at Step 1 may be appealed in writing to Step 2 with the complaint resolution liaison within fifteen (15) calendar days from the day on which the Step 1 response is issued, or should have been issued. The Step 2 appeal must set forth the unresolved issue(s) and the remedy requested. Except by mutual written agreement of the parties, no issues shall be introduced in the appeal that were not included in the Step 1 complaint.
- b. Within seven (7) calendar days from the receipt of a Step 2 appeal, the complaint resolution liaison shall forward the appeal, the Step 1 complaint, and the Step 1 response to the University official for review and written decision. The University official shall have the authority to uphold, modify, or reject the decision made by the library official who made the decision at issue.
- c. The appellant may request and receive a review meeting with the University official.
- d. Based on the record the University official shall determine whether the Step 2 complaint was properly reviewed and whether the decision made at Step 2 shall be upheld, rejected, or modified.
- e. The University official shall provide a final written decision to the complainant within thirty (30) calendar days following receipt of the Step 2 appeal. The written decision shall include a statement of the reasons if the decision of the Step 2 reviewer is rejected or modified in whole or in part and a statement that the decision is final.

5. General Provisions

a. Representation

- 1) A complainant may be self-represented or may be represented by another person at any stage of the complaint process.
- 2) The University shall be represented as the designated campus official deems appropriate; representation may be provided by the Office of General Counsel.

b. Time Limits

- 1) Prior to expiration of a time limit, extensions may be granted by the complaint resolution liaison upon written request by either party.
- 2) Complaints not appealed in a timely manner will be resolved on the basis of the University's response at the previous step of the alternative dispute resolution process. The failure of the administration to respond in a timely manner shall be a basis for the complainant to appeal to the next step. Time limits which fall on a Saturday, Sunday, or University-observed holiday shall be automatically extended to the next University business day.

c. Pay Status

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

d. Remedy

If the complaint is sustained in whole or in part, the remedy shall not exceed restoring to the complainant the pay, benefits, or rights lost as a result of the violation of University rules, regulations, or policies listed in Article 4, or as a result of an arbitrary or capricious administrative action, less any income earned from any other employment. If the reviewer's finding and recommendation(s) include a remedy for back pay, the amount of back pay shall be determined by the administration. Disputes over the amount of back pay may be referred back to the reviewer for a separate recommendation. Any claim of back pay must be supported by appropriate documentation. Payment of attorney's fees shall not be part of the remedy. Unless specifically authorized by the complaint resolution liaison, compensation shall not be paid for any period that is the result of extension(s) of time requested by or on behalf of the complainant.

**ARTICLE 27
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 28 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 29 WAIVER

- A. The University and the UC-AFT acknowledge that during the negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective

bargaining, and that this Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity.

- B.** The parties agree that the University shall be able to maintain its historic role of consulting with the Librarians Association of the University of California (LAUC) with respect to local policies and procedures involving peer review actions, the allocation of professional development funds, and matters that are not covered by this Agreement or are not otherwise subject to negotiation with the UC-AFT. Local campus policies and procedures directly pertaining to the granting of merit increases, promotion, or the award of career status may be modified by the University annually following appropriate consultation with LAUC.

- C.** Except as otherwise provided for in this Agreement, or upon the mutual consent of the parties to seek written amendment thereto, the University and the UC-AFT, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not raised during negotiations or specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

ARTICLE 30 REASONABLE ACCOMMODATION

A. GENERAL

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

B. THE INTERACTIVE PROCESS

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

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

C. MEDICAL DOCUMENTATION

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

ARTICLE 31 MEDICAL SEPARATION

- A.** Medical separation is a separation from employment when a librarian is unable to perform the essential assigned functions of their position, with or without reasonable accommodation, due to a disability or medical condition. A librarian who is medically separated is eligible for special reemployment procedures as set forth in Section H. below. Except by mutual consent, a librarian shall not be medically separated under this Article while on any authorized leave.
- B.** Except as provided in C. below, a medical separation shall be based on:
1. a statement describing the essential functions the librarian is unable to perform and a written review by a vocational rehabilitation counselor, or appropriate representative, determining that no reasonable accommodation exists without causing undue hardship; and,
 2. any medical, psychiatric or other pertinent information presented by the librarian, the medical examiner of the librarian, or the University.
- C.** A medical separation may also be based on the librarian's receipt or notice of approval for disability payments from a retirement system to which the University contributes, such as UCRS or PERS, or approval of University long-term disability insurance benefits and a written review by a vocational rehabilitation counselor, or appropriate representative, determining that no reasonable accommodation exists without causing undue hardship.
- D.** The University shall pay the reasonable costs of any medical and/or psychiatric examinations requested by the University. When feasible, the University will present the librarian with a list of authorized medical practitioners from which the librarian shall make a selection, unless the parties mutually agree to use a medical practitioner not on the list.
- E.** When the University intends to medically separate a librarian, the librarian shall be given written notice of the intent to separate for medical reasons. The notice shall:
1. be given to the librarian either by delivery of the notice to the librarian in person, or by mail with Proof of Service;

2. state the reason for the medical separation;
 3. include copies of pertinent material considered, except that excluded by medical privilege or applicable statute;
 4. state that the librarian or representative has the right to respond, and to whom, within ten (10) calendar days from the date of issuance of such notice, either orally or in writing, regarding the medical separation; and
 5. state the proposed effective date of the action, which shall be no earlier than thirty (30) calendar days from the date of this notice.
- F.** Upon written request of the librarian, the University will request that copies of medical records from the University appointed medical examiner be forwarded to the physician of record or choice of the librarian.
- G.** If the University determines that a medical separation is appropriate and that no reasonable accommodation can be made, the librarian will be given written notice of the medical separation. The notice shall:
1. specify the effective date of the medical separation;
 2. state the reasons for the medical separation;
 3. provide a description of the essential functions of the position that the librarian is unable to perform, with or without reasonable accommodation, due to their disability or medical condition.
 4. provide an explanation of why the librarian cannot be reasonably accommodated, including where applicable, whether reasonable accommodations were attempted and failed; and
 5. state the right of the librarian to grieve the action under Articles 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 32
FLEXIBLE WORK ARRANGEMENTS**

- A. Librarians may request a flexible work arrangement (e.g., telecommuting).
- B. Librarians should request this arrangement according to local library procedures or practices. The University is supportive of flexible work arrangements when the arrangements meet the objectives of the University as well as the employee's needs.
- C. Denials of written requests for flexible work arrangements shall be in writing and shall include reason(s) for the denial, which shall not be arbitrary or capricious. If questions about the denial of a flexible work arrangement are still outstanding, Librarians may appeal to the next level of supervision or local library Human Resources.
- D. This article is not subject to grievance or arbitration.

**ARTICLE 33
DURATION OF AGREEMENT**

- A. The terms and conditions of this Agreement shall remain in full force and effect commencing upon ratification by the parties, and shall terminate March 31, 2024.
- B. Except as provided herein, neither party shall have any duty to meet and confer with respect to any modification of this Agreement.

C. NEGOTIATIONS OF A SUCCESSOR AGREEMENT

On June 1, 2023, the entire contract may be opened for the purpose of negotiating amendments to any Article. Timely notice, as provided below, shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Article(s) specified. Neither party shall have any obligation or requirement to negotiate any provisions of any Article(s) not timely noticed.

1. Each party must provide the other with written notice of its selected article(s), conceptual proposals and a list of bargaining team members by no later than September 1, 2023.
 2. By September 15, 2023, the parties shall set a mutually agreeable start date for the negotiations.
- D. 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.

ARTICLE 34
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.

AUTHORIZING SIGNATURES

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

REGENTS OF
THE UNIVERSITY OF CALIFORNIA

By: _____
Dwaine B. Duckett
Vice President, Human Resources

Date: _____

By: _____
Peter Chester
Director, Labor Relations

Date: _____

By: _____
Anthony DiGrazia
Chief Negotiator, Labor Relations

Date: _____

By: _____
Mia MacIver
UC-AFT President

Date: _____

By: _____
Axel Borg
Chief Negotiator

Date: _____

By: _____
Carla Arbagey
Negotiator, UC Riverside

By: _____
Martin Brennan
Negotiator, UCLA

By: _____
Mitchell Brown
Negotiator, UC Irvine

UNIVERSITY COUNCIL — AMERICAN
FEDERATION OF TEACHERS

By: _____
David Eifler
Negotiator, UC Berkeley

By: _____
Cristela Garcia-Spitz
Negotiator, UC San Diego

By: _____
Miki Goral
Negotiator, UCLA

By: _____
Kristen LaBonte
Negotiator, UC Santa Barbara

By: _____
Ken Lyons
Negotiator, UC Santa Cruz

By: _____
Laurel McPhee
Negotiator, UC San Diego

By: _____
Dominique Turnbow
Negotiator, UC San Diego

By: _____
I-Wei Wang
Negotiator, UC Berkeley

APPENDIX A SALARY SCALES

Increment No.	Assistant Librarian 7/1/17		Salary Scale Associate Librarian 7/1/17		Librarian 7/1/17		Salary Scale Assistant Librarian 6/1/19		Salary Scale Associate Librarian 6/1/19		Librarian 6/1/19		Per UC/Inst Use Only
	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	Annual	Monthly	
1	49,165	4,097.08	54,722	4,560.17	75,453	6,287.75	53,411	4,450.02	59,418	4,951.50	79,655	6,637.02	
2	50,403	4,207.75	56,200	4,683.33	77,480	6,457.50	54,833	4,571.08	61,023	5,085.25	81,805	6,817.08	
3	51,857	4,321.42	57,717	4,808.75	79,582	6,631.83	56,334	4,694.50	62,671	5,222.58	84,013	7,001.08	
4	53,257	4,438.08	59,276	4,938.67	81,730	6,810.83	57,896	4,821.33	64,363	5,363.58	86,282	7,190.17	
5	54,604	4,557.83	60,876	5,073.00	83,938	6,994.83	59,418	4,951.50	66,101	5,508.42	88,611	7,384.25	
6	56,170	4,680.83	62,519	5,208.02	86,284	7,183.67	61,023	5,085.25	67,886	5,657.17	91,004	7,583.67	
7	57,986	4,807.17	64,207	5,350.98	88,531	7,377.58	62,671	5,222.58	69,719	5,809.02	93,482	7,788.50	
8	59,244	4,937.00	66,042	5,495.17	90,921	7,578.75	64,363	5,363.58	71,602	5,968.83	95,985	7,998.75	
9	60,343	5,070.25	67,722	5,643.50	93,376	7,781.33	66,101	5,508.42	73,535	6,127.02	98,517	8,214.75	
10	-	-	69,550	5,796.83	95,898	7,991.50	-	-	75,521	6,293.42	101,238	8,436.50	
11	-	-	71,427	5,952.25	98,498	8,207.17	-	-	77,561	6,463.42	103,972	8,664.33	
12	-	-	73,357	6,113.08	101,145	8,428.75	-	-	79,655	6,637.02	106,770	8,898.25	
13	-	-	75,337	6,278.08	103,877	8,658.42	-	-	81,805	6,817.08	109,682	9,138.50	
14	-	-	77,371	6,447.58	106,682	8,890.17	-	-	84,013	7,001.08	112,623	9,385.25	
15	-	-	79,460	6,621.67	109,582	9,130.17	-	-	86,282	7,190.17	115,683	9,638.58	
16	-	-	81,606	6,800.50	112,520	9,378.67	-	-	88,611	7,384.25	118,790	9,898.83	
17	-	-	83,809	6,984.08	115,558	9,629.83	-	-	91,004	7,583.67	121,994	10,160.17	
18	-	-	86,072	7,172.67	118,677	9,883.75	-	-	93,482	7,788.50	125,288	10,440.67	
19	-	-	-	-	119,794	9,977.83	-	-	-	-	128,670	10,722.50	

Comp Group A13

*For employees in any of the above-referenced titles who are not fully incrementally advanced, the application of the salary scale is subject to the requirements of the Higher Education Employee Employee Relations Act (PEPRA). As such, for employees covered by a Memorandum of Understanding (MOU), the salary scale applies to the extent provided for in the MOU.

APPENDIX B SALARY SCALE EXAMPLES

SALARY SCALE EXAMPLES

Rank	(For Reference) Salary Point Letter	2017 Scale Rate 7/1/2017	Reallocated Scale Rate ("Ratcheting Scale")	EXAMPLE	2018 Scale Rate 7/1/2018	% Difference b/w 2017 Rate and 2018 Rate
Assistant Librarian						
a		49,165	53,411		55,014	
b		50,493	54,883		56,439	
c		51,867	56,304	Received "Standard" Merit	58,025	
d		53,287	57,885	Received "Standard" Merit	59,630	18.0%
e		54,694	59,418		61,201	
f		56,170	61,023		62,854	
g		57,686	62,671		64,552	
h		59,244	64,363		66,294	
i		60,843	66,101		68,085	
Associate Librarian						
a		54,722	59,418		61,201	
b		56,200	61,073	Not up for review	62,854	
c		57,717	62,871		64,650	11.8%
d		59,275	64,363		66,294	
e		60,876	66,101		68,085	
f		62,519	67,886		69,923	
g		64,207	69,719		71,811	
h		65,942	71,602		73,751	
i		67,722	73,535		75,742	
j		69,550	75,521		77,787	
k		71,427	77,561		79,889	
l		73,357	79,655		82,045	
m		75,337	81,805		84,260	
n		77,360	84,013	Received Promotion & "Standard" Merit	86,534	
o		79,430	86,282		88,871	
p		81,605	88,611		91,270	
q		83,809	91,004		93,735	
r		86,072	93,452		96,256	
Librarian						
a		75,453	79,655		82,045	
b		77,490	81,805		84,260	
c		79,582	84,013		86,534	
d		81,730	86,282		88,871	
e		83,938	88,611		91,270	
f		86,204	91,004		93,735	
g		88,531	93,452		96,256	
h		90,921	95,985		98,865	
i		93,375	98,577		101,535	
j		95,898	101,238		104,276	
k		98,485	103,972		107,092	
l		101,145	106,779	Received "Standard" Merit	109,983	
m		103,877	109,562		112,952	
n		106,682	112,523		116,002	
o		109,562	115,663		119,188	17.8%
p		112,520	118,785		122,350	
q		115,558	121,994		125,654	
r		118,677	125,288		129,047	
s		119,734	128,670		132,531	

**APPENDIX C
REPRESENTED LIBRARIAN SERIES* - Non-exempt**

Comp Group A77	Salary Scale			Salary Scale			Increment No.
	Assistant Librarian 7/2/17 Hourly	Associate Librarian 7/2/17 Hourly	Librarian 7/2/17 Hourly	Assistant Librarian 6/2/19 Hourly	Associate Librarian 6/2/19 Hourly	Librarian 6/2/19 Hourly	
	23.55	26.21	36.14	25.58	28.46	38.15	1
	24.19	26.92	37.12	26.28	29.23	39.18	2
	24.84	27.65	38.12	26.98	30.02	40.24	3
	25.51	28.39	39.15	27.71	30.83	41.33	4
	26.20	29.16	40.21	28.46	31.66	42.44	5
	26.91	29.95	41.29	29.23	32.52	43.59	6
	27.63	30.76	42.40	30.02	33.40	44.77	7
	28.38	31.59	43.55	30.83	34.30	45.97	8
	29.14	32.44	44.73	31.66	35.22	47.22	9
	-	33.31	45.93	-	36.17	48.49	10
	-	34.21	47.17	-	37.15	49.80	11
	-	35.14	48.45	-	38.15	51.14	12
	-	36.09	49.75	-	39.18	52.53	13
	-	37.06	51.10	-	40.24	53.94	14
	-	38.06	52.48	-	41.33	55.40	15
	-	39.09	53.89	-	42.44	56.89	16
	-	40.14	55.35	-	43.59	58.43	17
	-	41.23	56.84	-	44.77	60.01	18
	-	-	57.35	-	-	61.63	19

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

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

A. FAMILY AND MEDICAL LEAVE (FML)

1. A Librarian who is eligible for Family and Medical Leave (FML) and has not exhausted their FML entitlement for the leave year, as discussed below, may take FML for any of the following six reasons, as described in greater detail below:
 - a. Due to the Librarian's own serious health condition (see Section A.11.)
 - b. To care for a family member with a serious health condition (see Section A.12.)
 - c. As Pregnancy Disability Leave (see Section A.13.)
 - d. As Parental Leave (see Section A.14.)
 - e. As Military Caregiver Leave (see Section A.15.)
 - f. As Qualifying Exigency Leave (see Section A.16.)

FML is unpaid leave, except as otherwise provided in this Appendix. See Section A.8 below.

2. Definitions

- a. Child means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the Librarian stands in *loco parentis*; provided that the child is either under 18 years of age or incapable of self-care because of a mental or physical disability.
- b. Parent means a biological parent, foster parent, adoptive parent, stepparent, legal guardian or individual who stood in *loco parentis* to the Librarian when the Librarian was a child. "Parent" does not include the Librarian's grandparents or mother-in-law or father-in-law unless they stood in *loco parentis* to the Librarian when the Librarian was a child.
- c. Spouse means a partner in marriage.
- d. Serious health condition of a Librarian is an illness, injury (including on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

- 1) inpatient care means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits the person with the expectation that the person will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - 2) incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - 3) continuing treatment means ongoing medical treatment or supervision by a health care provider, as defined below.
- e. Serious health condition of a family member of a Librarian is an illness, injury, impairment, physical or mental condition of the Librarian’s child, parent, spouse, or same- or opposite-sex domestic partner that requires the participation of the Librarian to provide supervision or care (which includes psychological comfort) during the period of the family member’s treatment or incapacity.
 - f. Health Care Provider is an individual who is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; 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), physician assistant, nurse practitioner or nurse mid-wife performing within the scope of their duties as defined under State Law; a Christian Science practitioner; or any health care provider that the Librarian’s health plan carrier recognizes for purposes of payment.
 - g. Domestic partner is an individual who would qualify as a domestic partner under the definition of that term set forth in the University’s Academic Personnel Manual at APM - 110.
3. Eligibility Criteria for FML
 - a. 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 service (as defined below) during the twelve-month period immediately preceding the commencement of the leave are eligible for FML under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) if leave is requested for an FML-qualifying reason, except as otherwise provided in this Appendix. If the Librarian is taking FML as Pregnancy Disability Leave, the foregoing eligibility requirements do not apply. FML is unpaid

leave, except as provided in this Appendix. All paid time off used for FML shall be deducted from the Librarian's FML entitlement.

- b. "1,250 Hours of Actual Service" means time actually spent at work and does not include any paid time off, such as vacation, compensatory time, sick leave, holidays not worked, or time spent in unrestricted on-call status. However, for Librarians granted military leave, all hours that would have been worked had the Librarian not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

4. Duration of Leave

FML shall not exceed twelve (12) workweeks in any calendar year except when it is used for Pregnancy Disability Leave or Military Caregiver Leave. If the Librarian is taking FML as Pregnancy Disability Leave, the Librarian shall be eligible for leave for the period of actual disability up to four (4) months per pregnancy. If the Librarian is taking FML for Military Caregiver Leave, the Librarian shall be eligible for up to 26 workweeks of leave in a single 12-month leave period.

For the purposes of FML, twelve (12) workweeks is equivalent to four-hundred eighty (480) hours of scheduled work for full-time Librarians who are normally scheduled for an eight (8) hours per day five (5) days per workweek (8/40) schedule. While the use of FML need not be consecutive, in no event shall a Librarian's use of FML exceed a total of twelve (12) workweeks within a calendar year (or 26 workweeks in the single 12-month leave period if the Librarian is taking FML as Military Caregiver Leave, or four (4) months per pregnancy if the Librarian is taking FML as Pregnancy Disability Leave).

- a. Hourly Conversion for Part-time or Alternately Scheduled Librarians: For Librarians who work part-time or a schedule other than an 8/40, the number of FML hours for which the Librarian is eligible shall be adjusted in accordance with the Librarian's normal weekly work schedule. A Librarian whose schedule varies from week to week is eligible for a pro-rated amount of FML based on the Librarian's hours worked over the twelve (12) months immediately preceding the leave.
- b. Any leave taken by an eligible Librarian that qualifies as FML (including leave for a Work-Incurred Injury or Illness) will be designated as such by the University and will be counted against the Librarian's leave entitlement whether the leave is paid or unpaid. Such deductions will be made in increments that correspond to the amount of leave time actually taken by the Librarian (which could be weeks, days, hours, and/or partial hours).
- c. If the Librarian has exhausted their entitlement to FML Leave, the Librarian may apply for additional leave pursuant to Article 19.

5. Forms in Which FML May Be Taken

FML generally may be taken as a block leave or, in certain circumstances discussed below, on an intermittent or reduced schedule basis.

a. Librarian Requests for FML on an Intermittent or Reduced Schedule Basis

When medically necessary and supported by medical certification, the University shall grant an eligible Librarian's request for FML for the Librarian's serious health condition, to care for a family member with a serious health condition, or as Military Caregiver Leave on an intermittent or reduced schedule basis, including absences of less than one (1) day. When granted, the University will count only the time actually spent on the intermittent leave or reduced work schedule toward the Librarian's FML entitlement for the applicable year.

A Librarian may take FML for Qualifying Exigency Leave on an intermittent or reduced schedule basis.

For requests to take FML as Pregnancy Disability Leave on an intermittent or reduced schedule basis, see Section B. below.

For requests to take FML as Parental Leave on an intermittent or reduced schedule basis, see Section A.14.e. Below.

b. Temporary Transfer to Accommodate Intermittent Leave or Reduced Work Schedule

When the Librarian requests FML on an intermittent or a reduced schedule basis due to the planned medical treatment for the Librarian's serious health condition or the serious health condition of a family member, the University may, at its sole, non-grievable 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 need for leave. Such alternative position shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

6. Notification

a. If the Librarian learns of the event giving rise to the need for FML 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 FML leave delayed until thirty (30) days after the date on which the Librarian provides notice.

1) If the need for leave is foreseeable due to the planned medical treatment of the Librarian (due to the Librarian's serious health condition or pregnancy disability) or the planned medical treatment of the Librarian's family member with a serious health condition, the Librarian shall make reasonable efforts to schedule the

treatment so as to not unduly disrupt the University's operations, subject to the approval of the health care provider.

- 2) 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 and, at a minimum, notify the University within five (5) calendar days after learning of the need for leave.
- b. The University shall determine whether the Librarian meets the eligibility requirements and qualifies for an FML leave and shall, within five (5) days of that determination, notify the Librarian, in writing, whether the leave is designated or provisionally designated as FML leave. The start date of the leave, the 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.
- c. Extensions to an FML leave may be granted, up to the aggregate maximum of twelve (12) workweeks in a calendar year (or 26 workweeks in a single 12-month leave period if FML is being taken as Military Caregiver Leave or four (4) months per pregnancy if FML is taken as Pregnancy Disability Leave). If a Librarian's need for leave continues after their FML entitlement has been exhausted, the Librarian may request a Personal Leave in accordance with Section Article 19, Section D.

7. Certification and Other Supporting Documentation

a. Certification When FML Is Taken for the Librarian's Own Serious Health Condition

When FML is requested for the Librarian's own serious health condition, the University may, at its discretion, 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 which it is provided, include:

- 1) a certification that the Librarian has a serious health condition as defined in Section A.2.d. above, and
- 2) a statement as to whether the Librarian is unable to perform any one or more of the essential assigned functions of the position, and
- 3) 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

- 4) whether it will be medically necessary for the Librarian to take leave intermittently or to work on a reduced schedule, and if so, the probable duration of such schedule, and,
 - 5) if the condition will result in periodic episodes of incapacity, an estimate of the duration and frequency of episodes of incapacity.
- b. Certification When FML Is Taken to Care for the Librarian's Family Member

When a leave of absence is requested so that the Librarian may care for a family member with a serious health condition, the University may, at its discretion, 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 which it is provided, include:

- 1) certification that the Librarian's family member has a serious health condition as defined in Section A.2.e. above, and
- 2) a statement that the family member's serious health condition warrants the participation of the Librarian to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity, and
- 3) whether the Librarian's family member will need supervision or care over a continuous period of time, intermittently, or on a reduced schedule basis; the leave schedule the Librarian will need in order to provide that supervision or care; and the probable duration the Librarian will need for leave.
- 4) In addition, the Librarian will be required to certify either on the form or separately what care the Librarian will provide the family member and the estimated duration of the period of care.

c. Certification When FML Is Taken as Pregnancy Disability Leave

When FML is taken as Pregnancy Disability Leave, the Librarian may be required to provide certification in accordance with Section B.4. below.

d. Certification When FML Is Taken for Military Caregiver Leave

When Military Caregiver Leave is requested, the Librarian may be required to provide a certification completed by an authorized health care provider of the covered servicemember, which includes health care providers affiliated with the Department of Defense, the Veterans Administration, and TRICARE, as well as any health care provider (as defined in Section A.2.f. above) who is treating the covered

servicemember. The certification should provide information sufficient to establish entitlement to Military Caregiver Leave, including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave and that the servicemember has a covered relationship with the Librarian, as well as an estimate of the leave needed to provide the care. When the covered servicemember is a covered veteran, the Librarian may be required to provide information establishing the servicemember's veteran status, the date of separation from the Armed Forces, and that separation was other than dishonorable.

e. Certification When FML Is Taken for Qualifying Exigency Leave

When Qualifying Exigency Leave is requested, a Librarian may be required to provide a copy of the military member's active duty orders. Librarians may also be required to provide certification of: 1) the reasons for requesting Qualified Exigency Leave, 2) the beginning and end dates of the qualifying exigency, and 3) other relevant information.

f. Confirmation of Family Relationship

The University may, at its sole non-grievable discretion, require that a Librarian complete a Declaration of Relationship form to certify their relationship with the child when the Librarian is requesting FML as Parental Leave or to certify their relationship with the family member when the Librarian is requesting FML to care for a family member with a serious health condition. The Librarian's failure to provide a completed Declaration of Relationship form within fifteen (15) calendar days of the University's request may result in discontinuance of the leave until the required documentation is provided. If the Librarian fails to provide the completed Declaration of Relationship form within a reasonable time as requested, FML leave will be denied.

g. Questioned Medical Certifications

Should the University have a good faith, objective reason to doubt the validity of the Librarian's certification for the Librarian's own serious health condition, the University may, at its sole non-grievable discretion, require that the Librarian 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, at its sole non-grievable discretion, require a third medical opinion from a third health care provider, jointly selected 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.

h. Additional Certification and/or Recertification

If additional FML is requested beyond the period supported by the certification previously provided or the circumstances of the leave have changed, the University

may, at its sole non-grievable discretion, require the Librarian to obtain recertification. Such requests for subsequent certification and/or recertification shall be in writing. 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.

i. Failure to Provide the Requested Certification and/or Recertification

For FML taken as Pregnancy Disability, see Section B. below.

A Librarian's failure to provide the certification and/or recertification for a foreseeable leave other than Pregnancy Disability Leaves within the requested time may result in delay of the leave until the required certification is received. A Librarian's failure to provide certification for an unforeseeable leave other than Pregnancy Disability 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 or recertification within a reasonable time as requested, FML will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FML and will not count against the Librarian's FML entitlement.

If the Librarian fails to provide a complete and sufficient certification and/or recertification, the Librarian shall be given fifteen (15) calendar days to perfect the certification/recertification. Failure to perfect an incomplete certification and/or recertification within the requested time period may result in delay of the leave or discontinuance of the leave until the required certification and/or recertification is provided. If the Librarian fails to provide a complete and sufficient certification and/or recertification and the leave has not begun, the request for FML will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FML and will not count against the Librarian's FML entitlement.

8. Use of Accrued Paid Leave

FML is unpaid, except for the use of accrued sick leave and/or the use of accrued vacation, as provided in this Appendix:

a. A Librarian on FML for the Librarian's own serious health condition:

- 1) shall use accrued sick leave in accordance with the University's disability plan requirements; or
- 2) Librarians not eligible for University disability benefits and not on leave due to a work-incurred injury or illness may use all accrued sick leave prior to taking leave without pay; or

- 3) if the Librarian is on FML due to a work-incurred injury or illness, the Librarian may use accrued sick leave and shall use all accrued vacation leave prior to taking leave without pay; or
 - 4) if sick leave is exhausted, a Librarian may elect to use accrued vacation time prior to taking leave without pay.
- b. A Librarian on FML to care for a family member with a serious health condition or taking FML as Military Caregiver Leave may use accrued sick leave in accordance with Article 20 - Sick Leave, Section B., or a Librarian may elect to use accrued vacation time prior to taking leave without pay.
 - c. A Librarian on FML for Pregnancy Disability Leave shall use accrued sick leave in accordance with the University's disability plan requirements. If sick leave is exhausted, the Librarian may elect to use accrued vacation time before taking leave without pay.
 - d. A Librarian taking FML as Parental Leave may use up to thirty (30) days of accrued sick leave, and may also elect to use accrued vacation time before taking leave without pay.
 - e. A Librarian taking FML as Qualifying Exigency Leave may use accrued vacation time prior to taking leave without pay.

9. Continuation of Health Benefits

An eligible Librarian on an approved FML shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as follows:

- a. When the Librarian is on FML that runs concurrently under the FMLA and the CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- b. When the Librarian is on FML as Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve month period. For purposes of Military Caregiver Leave, the "single twelve month period" is the period beginning on the first day the Librarian takes the leave and ending twelve (12) months after that date.
- c. When the Librarian is on FML as Qualifying Exigency Leave under the FMLA: Continued coverage for a period of up to twelve (12) workweeks in a calendar year.
- d. When the Librarian is on a Pregnancy Disability Leave under the California Pregnancy Disability Leave Law (PDLL), regardless of whether any of the leave runs concurrently under the FMLA: Continued coverage for up to four (4) months in a twelve month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will

count towards the Librarian's FMLA benefits coverage_entitlement to up to twelve (12) workweeks of such coverage in a calendar year.

- e. When the Librarian is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave after a Librarian's FMLA entitlement has been exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.

10. Return from FML

a. Required Notice and Documentation

- 1) The Librarian shall provide reasonable notice to their employing department of the anticipated return to work.
- 2) A Librarian returning from FML for the Librarian's own serious health condition must provide a written medical release to return to work prior to returning to work. For returns after Pregnancy Disability Leave, see Section B.5. below.
- 3) A Librarian who has been medically released to perform the essential assigned functions of their job shall be reinstated in accordance with the provisions of Section A.10.b. below.
- 4) 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.

b. Reinstatement Rights

When a Librarian has been granted an approved FML for any purpose other than Pregnancy Disability Leave and returns within twelve (12) workweeks of the initiation of the leave (or within 26 workweeks if the FML was taken for Military Caregiver Leave), the Librarian shall be reinstated to the same or an equivalent position upon expiration of the leave. For a Librarian's return to work rights after Pregnancy Disability Leave, see Section B.5. below. 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. No Librarian with a predetermined appointment end date shall be granted a leave of absence beyond the appointment end date or predetermined date of separation. As stated in Section A.10.a.2., above, a Librarian who has been granted an FML for the Librarian's own serious health condition must provide a written medical release to return to work prior to returning to work.

11. FML for Librarian's Serious Health Condition

FML for the Librarian's own serious health condition is leave taken when the Librarian's own "serious health condition," as defined in Section A.2.d. above, renders the Librarian unable to perform any one or more of the essential functions of their position.

12. FML to Care for Librarian's Family Member with a Serious Health Condition

FML to care for a family member with a serious health condition is leave to care for the Librarian's child, parent, spouse or same or opposite sex domestic partner who has a "serious health condition," as defined in Section A.2.e. above, that requires the participation of the Librarian to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity.

13. FML as Pregnancy Disability Leave

When a Librarian who takes Pregnancy Disability Leave pursuant to Section B. below is eligible for FML under the FMLA, Pregnancy Disability Leave will be counted against the Librarian's FML entitlement under the FMLA as well as the Librarian's Pregnancy Disability Leave entitlement under PDLL.

14. FML as Parental Leave

FML taken as Parental Leave is leave taken to bond with the Librarian's newborn or a child placed with the Librarian for adoption or foster care or to attend to matters related to the birth, adoption, or placement of the child. The following special provisions apply to Parental Leave:

a. Time Limit for Parental Leave

Parental leave must be initiated and concluded within one (1) year of the birth or placement of the child with the Librarian.

b. Eligibility for Parental Leave

A Librarian taking Parental Leave must meet the eligibility requirements for FML set forth in Section A.3. above except when the Librarian is taking Parental Leave immediately following an FML taken as Pregnancy Disability Leave; in those circumstances, a Librarian who was eligible for FML under the FMLA at the beginning of the Librarian's Pregnancy Disability Leave shall be granted a Parental Leave under the CFRA for up to twelve (12) workweeks after the Pregnancy Disability Leave, provided that the Librarian has not exhausted their FML entitlement under the CFRA for that leave year.

c. Advance Notice

The Librarian shall request Parental Leave sufficiently in advance, if possible, of the expected birth date of the child or placement of a child for adoption or foster care, in order to allow the University to plan for the absence of the Librarian, but the Librarian shall not be required to provide more than thirty (30) days advance notice. The anticipated date of return from Parental Leave shall be set at the time such leave commences or, if requested in conjunction with an FML taken as Pregnancy Disability Leave, shall be set at the time such Pregnancy Disability Leave commences. Parental Leave, when taken because of the adoption or placement of the child with the Librarian could commence prior to the date of placement.

d. Duration of Parental Leave

Parental Leave alone generally shall not exceed twelve (12) workweeks within a calendar year as defined in Sections A.3.a. and A.4. above. However, when an FML for Parental Leave is combined with an FML for Pregnancy Disability Leave, the total FML shall not exceed seven (7) months in a calendar year. In addition, Parental Leave in excess of the provisions in this Section A.14. may be granted at the University's discretion, not to exceed one year in total inclusive of any Pregnancy Disability Leave.

e. Forms in which Parental Leave May Be Taken

The University shall grant a Parental Leave of less than two (2) weeks duration on any two (2) occasions during a calendar year. The University, at its sole non-grievable discretion, may require that any additional Parental Leave requested during this same time period be for a minimum duration of two (2) weeks, unless otherwise required by law.

15. FML as Military Caregiver Leave

An eligible Librarian may take Military Caregiver Leave to care for a family member who is a "covered servicemember" undergoing medical treatment, recuperation or therapy for a "serious injury or illness," consistent with the definitions of those terms in Section A.15.b. below.

a. Eligibility Criteria and Duration Specific to Military Caregiver Leave

An eligible Librarian is entitled to up to twenty-six (26) workweeks of Military Caregiver Leave during a single twelve-month (12-month) leave period. The Librarian must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered servicemember to be eligible for this type of leave and must meet the eligibility requirements for FML set forth in Section A.3. above.

b. Definitions Specific to Military Caregiver Leave

1) Covered servicemember means:

- a) a current member of the Armed Forces (including a member of the National Guard or Reserves) who, because of a “serious injury or illness,” is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list or
 - b) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a “serious injury or illness.”
- 2) Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible Librarian takes Military Caregiver Leave to care for a covered veteran.
- 3) Outpatient status means the status of a servicemember assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- 4) Serious injury or illness means
- a) For a current member of the Armed Forces (including a member of the National Guard or Reserves): an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the covered servicemember’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the covered servicemember medically unfit to perform the duties of their office, grade, rank, or rating; or
 - b) For a covered veteran: an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran and is (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the covered veteran unable to perform the duties of their office, grade, rank, or rating; (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for Military Caregiver Leave; (3) a physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including a psychological injury, on the

basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Programs for Comprehensive Assistance for Family Caregivers.

- 5) Parent of a covered servicemember means a covered servicemember's biological, adoptive, step or foster father or mother or any other individual who stood in *loco parentis* to the covered servicemember. The term does not include parents "in law."
- 6) Son or daughter of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in *loco parentis*, and who is of any age.
- 7) Next of kin means (a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner, parent, son or daughter) or (b) the blood relative who the covered servicemember has designated in writing as the covered servicemember's nearest blood relative for purposes of Military Caregiver Leave.
- 8) Single 12-month leave period means the period beginning on the first day the Librarian takes Military Caregiver Leave and ends twelve (12) months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at the University.)

c. Leave Entitlement

Military Caregiver Leave is applied on a per-covered servicemember, per-injury basis. Eligible Librarians may take more than one (1) period of twenty-six (26) workweeks of leave if the leave is to care for a different covered servicemember or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any "single twelve-month (12-month) period."

If an eligible Librarian does not use all of their twenty-six (26) workweeks of leave entitlement to care for a covered servicemember during this single twelve-month (12-month) leave period, the remaining part of the twenty-six (26) workweek entitlement to care for the covered servicemember for that serious injury or illness is forfeited.

As with other types of FML, this leave may also be taken on an intermittent or reduced schedule basis. If the need for intermittent or reduced schedule leave is foreseeable based on the planned medical treatment of the covered servicemember, the Librarian may be required to transfer temporarily, during the period that the intermittent or reduced schedule is required, to an available alternative position for which the Librarian is qualified and which better accommodates recurring periods of leave than does the Librarian's regular position.

16. FML as Qualifying Exigency Leave

Qualifying Exigency Leave is an additional type of FML available to eligible Librarians. If the military member is the spouse, domestic partner, son, daughter or parent of the Librarian, the Librarian may take Qualifying Exigency Leave to attend to any “qualifying exigency” while the military member is on covered activity duty or call to covered active duty status.

a. Definitions Specific to Qualifying Exigency Leave

- 1) Son or daughter on covered active duty or call to covered active duty status means the Librarian’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the Librarian stood in *loco parentis*, who is on covered active duty or call to covered active duty status, and who is of any age.
- 2) Covered active duty or call to covered active duty status means:
 - a) For purposes of members of the Regular Armed Forces: duty during the deployment of the member with the Armed Forces to a foreign country.
 - b) For purposes of a member of the Armed Forces Reserve: duty during the deployment of the military member of the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to 10 U.S.C. sections 12301(a), 12302, 12304, 12305, or 12406; 10 U.S.C. chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.
- 3) Reserve component of the Armed Forces include the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve, and retired members of the Regular Armed Forces or Reserves who are called up in support of a contingency operation pursuant to 10 U.S.C. sections 12301(a), 12302, 12304, 12305, or 12406; 10 U.S.C. chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.
- 4) Qualifying exigency is defined as any one of the following, provided that the activity relates to military member’s covered active duty or call to covered active duty status:
 - a) Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to active duty seven (7) or fewer calendar days prior to the date of deployment;
 - b) Military events and activities, including official ceremonies;

- c) Childcare and school activities for a child of the military member who is either under age eighteen (18) or incapable of self-care because of a mental or physical disability at the time that Qualifying Exigency Leave is to commence;
- d) Financial and legal arrangements to address the military member's absence or to act as the military member's representative for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status and for the ninety (90) days after the termination of the military member's covered active duty status;
- e) Counseling (provided by someone other than a health care provider) for the Librarian, for the military member, or for the child of the military member who is either under age eighteen (18) or incapable of self-care because of a mental or physical disability at the time the Qualifying Exigency Leave is to commence;
- f) Rest and Recuperation (up to fifteen (15) days of leave for each instance) to spend time with the military member who is on short-term, temporary Rest and Recuperation leave during the period of deployment;
- g) Post-deployment activities, including (a) attendance at ceremonies sponsored by the military for a period of ninety (90) days following termination of the military member's covered active duty status and (b) addressing issues that arise from the death of the military member while on covered active duty status;
- h) Arranging for care for the parent of the military member or providing care for the parent on an urgent, immediate need basis (but not on a routine, regular, or everyday basis), where the parent is incapable of self-care and is the biological, adoptive, step, or foster father or mother of the military member, or any other individual who stood in loco parentis to the military member when the military member was under eighteen (18) years of age; and
- i) Additional activities related to the military member's covered active duty or call to covered active duty status when the employer and Librarian agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

B. PREGNANCY DISABILITY/CHILDBEARING LEAVE

During the period when a Librarian is disabled because of pregnancy, childbirth, or related medical condition, the Librarian is entitled to, and the University shall grant the request for, Pregnancy Disability Leave. Pregnancy Disability Leave may also be used for prenatal care.

For a Librarian disabled by pregnancy, childbirth, or related medical condition, no eligibility requirements apply, such as minimum hours worked or length of service. If the Librarian is eligible for FML under the FMLA, pursuant to Section A. above, such leave shall be deducted from a Librarian's FML entitlement under the FMLA as well as the Librarian's entitlement under the PDLL.

Pregnancy Disability Leave may be taken as a block leave or, when medically advisable, on an intermittent or reduced schedule basis. Only the amount of leave time actually taken may be counted against the Librarian's Pregnancy Disability Leave entitlement.

1. Duration

- a. A Librarian is entitled to Pregnancy Disability Leave for the period of actual disability up to four (4) months per pregnancy.
- b. If the Librarian continues to be disabled by pregnancy, childbirth or related medical condition beyond four (4) months, a disability leave of absence may be granted in accordance with Article 19, Section C, Special Two-Month Leave or as may otherwise be required by law.
- c. Following Pregnancy Disability Leave, the Librarian may be eligible for Parental Leave, pursuant to Section A.14, above, to care for the Librarian's newborn child. The total FML taken for a combination of Pregnancy Disability Leave and Parental Leave shall not exceed seven (7) months in a calendar year.

2. Use of Accrued Leave

Pregnancy Disability Leave may consist of leave with or without pay; however, a Librarian shall be required to 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.

3. Transfer and Other Reasonable Accommodations As Alternatives To Or In Addition To Pregnancy Disability Leave

- a. Transfer at the Request of the Librarian. The University shall temporarily transfer a pregnant Librarian to a less strenuous or hazardous position upon the request of the Librarian when such transfer is medically advisable according to 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 is considered time worked and shall not be counted against a Librarian's entitlement of up to four (4) months of Pregnancy Disability Leave, unless the Librarian is also taking leave on an intermittent or reduced schedule basis. When the Librarian's health care provider certifies that the transfer is no longer

medically advisable, the University shall return the Librarian to their same position or a comparable position in accordance with Section B.5. below.

- b. Transfer to Reasonably Accommodate Librarian's Need for Intermittent or Reduced Schedule Leave. When the Librarian's health care provider states in a medical certification that it is medically advisable for the Librarian to take Pregnancy Disability Leave on an intermittent or reduced schedule basis, the University may, at its sole non-grievable discretion, transfer the Librarian temporarily to an available alternative position that meets the needs of the Librarian, provided the Librarian meets the qualifications of the alternative position. When the Librarian's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the Librarian to their same position or a comparable position in accordance with Section B.5. below.
- c. Other Reasonable Accommodations. If the Librarian's health care provider certifies that reasonable accommodation(s) other than transfer and/or leave on an intermittent or reduced schedule basis are medically advisable, the University shall engage in the interactive process with the Librarian to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances.

4. Certification

- a. When a Librarian requests a reasonable accommodation, transfer, or leave due to pregnancy, childbirth, or related medical condition, the University may, at its discretion, require that the Librarian's request be supported by written medical certification issued by the Librarian's health care provider.
- b. When a medical certification is requested in connection with the Librarian's request for reasonable accommodation or transfer, it shall contain the following: (a) a description of the requested accommodation or transfer, (b) a statement describing the medical advisability of the requested reasonable accommodation or transfer, and (c) the date on which the need for reasonable accommodation became or will become medically advisable and the estimated duration of the need for the reasonable accommodation or transfer.
- c. When a medical certification is requested in connection with a Librarian's request for leave, it shall contain the following: (a) a statement that the Librarian needs to take Pregnancy Disability Leave because the Librarian is disabled by pregnancy, childbirth, or a related medical condition, and (b) the date on which the Librarian became disabled because of pregnancy and the estimated duration of the leave.
- d. Failure to provide certification for reasonable accommodation, transfer, or leave within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the reasonable accommodation, transfer, or leave until the required certification is provided.

- e. The University may, at its discretion, require that a Librarian returning to work immediately following Pregnancy Disability Leave provide a written medical release prior to returning to work.

5. Reinstatement After Pregnancy Disability Leave

The date of reinstatement after Pregnancy Disability Leave is typically determined by agreement between the University and the Librarian when the leave is granted. If the actual reinstatement date differs from the original agreement or no agreement was made, the University shall reinstate the Librarian within two business days or, when two business days is not feasible, as soon as possible after the Librarian notifies the University of their readiness to return.

A Librarian who has taken Pregnancy Disability Leave shall be reinstated to the same position, provided that 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 same job has been abolished or affected by layoff, the Librarian shall be reinstated to a comparable position if the Librarian would have been entitled to the comparable position if the Librarian had been continuously working rather than on leave. If a comparable position is not available on the Librarian's scheduled date of reinstatement but a comparable position or positions become available within sixty (60) days thereafter, the University shall notify the Librarian of the position(s). If the Librarian is reinstated within that sixty-day (60-day) period, the period between the Librarian's originally scheduled date of reinstatement and the actual reinstatement date shall not be counted for purposes of any employee pay or benefits.

6. Continuation of Health Benefits

A benefits-eligible Librarian on Pregnancy Disability Leave shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as set forth in Section A.9. above, whether or not the Pregnancy Disability Leave also qualifies as FML.

APPENDIX E
LIST OF ARBITRATORS

NORTH

Anne Andrew Ellis
Norman Brand
Buddy Cohn
Douglas Collins
Walter Daughtery
Edna Francis
Neil Herring
Ronald Hoh
Fred Horowitz
Ken Perea
Jan Stiglitz
Phil Tamoush
Katherine Thompson

SOUTH

Anne Andrew Ellis
Norman Brand
Buddy Cohn
Douglas Collins
Walter Daughtery
Edna Francis
Neil Herring
Ronald Hoh
Fred Horowitz
Ken Perea
Jan Stiglitz
Phil Tamoush
Katherine Thompson

APPENDIX F
CAMPUS DESIGNATED GRIEVANCE OFFICES

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

Berkeley

Labor Relations Office
University of California
192 University Hall
Berkeley, CA 94720-3540
(510) 643-6001
Labrel@berkelev.edu

Davis

Employee and Labor Relations
University of California
One Shields Ave
Davis, CA 95616
(530) 754-8892
Ucdgrievance@ucdavis.edu

Irvine

Labor Relations
University of California
111 Theory, Suite 200
Irvine, CA 92697-4600
(949) 824-4257
Fileagr@uci.edu

Los Angeles

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

Merced

Mailing:
Labor Relations
UC Merced
5200 North Lake Road
Merced, CA 95343
(209) 228-8247
Laborrelations@ucmerced.edu

Physical:

655 W. 18th Street
Merced, CA 95340

Riverside

Labor Relations Office
University of California
1160 University Avenue
Suite A
Riverside, CA 92521
(951) 827-3641
Grievances@ucr.edu

San Diego

Mailing:
Labor Relations
University of California
9500 Gilman Drive
Mail Code 0921
La Jolla, CA 92093-0921
(858) 534-2810
Laborrelations@ucsd.edu

Physical:

Torrey Pines Center, South
10280 North Torrey Pines Road
Suite 265
La Jolla, CA 92037

San Francisco

Labor & Employee Relations
University of California
3360 Geary Boulevard
Suite 301
San Francisco, CA 94188-3324
(415) 353-4170

Email for Campus & Medical Center
Grievance Filing is:
ELR@ucsfmedctr.org

Santa Barbara

Employee and Labor Relations
University of California
3101 SAASB Building
Santa Barbara, CA 93106
(805) 893-4119
Laborrelations@hr.ucsb.edu

Santa Cruz

Mailing:
Employee and Labor Relations
University of California
1156 High Street
Santa Cruz, CA 95064
(831) 459-2017
Grievance@ucsc.edu

Physical:
100 Enterprise Way
Scotts Valley, CA 95066

Step 3 appeals and request for arbitration to be filed with:

UCOP

Labor Relations Office
University of California, Office of the President
300 Lakeside Drive, 10th Floor
Oakland, CA 94612
AppealAGrievance@ucop.edu

SIDE LETTER
ACADEMIC REVIEWS

At all campuses, the Academic Review process for July 1, 2019 actions has been initiated prior to the date of agreement and ratification. The University and the UC-AFT agree to the following guidelines for implementing the salary recalibration described in Article 13 for those librarians undergoing academic reviews resulting in actions with July 1, 2019 effective dates.

Academic reviews will proceed following the standard review process, with the following exception:

Associate Librarian Eligibility for Promotional Review

The recalibration of the salary scales shall not create any additional eligibility for promotional review for the Academic Review process for July 1, 2019 actions.

Beginning with the Academic Review process for July 1, 2020 actions, Associate Librarians are eligible to request a promotional review at one salary point earlier (Salary Point Letter L) than under the 7/1/2017 salary scale. This future change in eligibility for promotional review is due to the addition of two salary points to the top of the Associate Librarian range and the removal of one salary point from the bottom of the Librarian range.

**SIDE LETTER
WAIVERS**

1. When APM-011 (in relation to APM-010 (Academic Freedom) and APM-015 (The Faculty Code of Conduct)) is issued by the University, it will apply to Professional Librarians. Complaints alleging violation(s) of APM-011 shall be reviewed in accordance with the procedures established in APM-011.

2. Between the time of ratification of this Agreement and the issuance of APM-011, if a Professional Librarian believes that a violation of APM-011 occurred which adversely affected the Professional Librarian's then-existing terms or conditions of appointment, the Professional Librarian shall have thirty (30) calendar days following the issuance of APM-011 to file a grievance pursuant to the terms of APM-011. The filing of the grievance under APM-011 shall be in accordance with the procedures established in APM-011.

3. When the revised Copyright Ownership policy is issued by the University, the Copyright Ownership policy will apply to Professional Librarians.

FOR THE UNIVERSITY

FOR THE UNION

Date:

FLSA SIDE LETTER
RE: NON-EXEMPT LIBRARIANS

- A.** Full-time Librarians are FLSA-exempt professional appointees. Full-time Librarians do not receive overtime compensation or compensatory time off.
- B.** Librarians who have an approved exception to full-time appointment and who earn a salary that is less than the FLSA salary level test are non-exempt hourly and are expected to work hours commensurate with their appointment percentage. The following terms apply:
1. A workweek is a period of time consisting of seven consecutive days. A standard workweek is from Sunday morning (12:01 a.m.) to midnight the following Saturday. Alternate workweeks (beginning and ending on a day other than the above) may be scheduled by the University.
 2. The hourly rate will be determined by dividing the annual rate by 2,088 hours (the number of working hours in a year) and non-exempt librarians will be paid the hourly rate associated with their salary point on the non-exempt salary scale. The minimum hourly rate for each salary point is listed in Appendix C.
 3. Non-exempt librarians will be paid on a biweekly pay cycle.
 4. Part-time work schedules are established by the University.
 5. As academic and professional appointees, non-exempt librarians shall record their time worked, vacation leave, and sick leave in 1/4 hour (15 minute) increments on the paper or electronic timesheets provided. Non-exempt librarians shall track the total number of hours or partial hours they work on a daily basis. Non-exempt librarians shall report their time worked at the end of each pay period utilizing local time-keeping practices.
 6. As professional academic employees, non-exempt librarians shall be afforded reasonable flexibility in performing their duties which may occasionally result in working more than their regularly scheduled daily hours.
 7. Non-exempt Librarians who work more than 40 hours in any given week must have advance written authorization from their supervisor prior to working more than 40 hours in any week.
 8. Overtime is actual time worked which exceeds forty (40) hours in a workweek.
 9. Non-exempt librarians who are authorized to work more than 40 hours in a workweek are compensated at one and one-half times (1½X) the straight-time rate for hours worked in excess of forty (40) hours in the scheduled workweek.
 - a. Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.

- b. Actual time worked for the purpose of computing overtime does not include hours paid in non-work status, such as sick leave pay, vacation pay, holiday pay, compensatory time, and paid leave of absence.

10. When a Non-Exempt librarian has two or more appointments which cause the Librarian's total salary to meet or exceed the minimum amount for an FLSA overtime exempt employee, the terms in this Section do not apply.

11. Travel Time

- a. Travel time between home and the work place is not time worked.
- b. Assigned travel during a non-exempt librarian's regular working hours on work days is time worked.
- c. Assigned travel that does not keep a non-exempt librarian away from home overnight, travel time to the first destination and from the final destination, except for the time the non-exempt librarian normally would spend traveling to and from the workplace, counts as time worked.
- d. Assigned travel that keeps a non-exempt librarian away from home overnight is counted as time worked when it occurs during the non-exempt librarian's regular working hours on work days.
- e. Travel time outside of regular work hours is not time worked, unless the non-exempt librarian performs actual work during that time.

12. Meal periods are not time worked.

13. The University shall place part-time Librarians who become non-exempt into the following title codes:

- 3662 LIBRARIAN-CAREER STATUS NEX
- 3663 LIBRARIAN-POTNTL CAREER NEX
- 3664 LIBRARIAN-TEMP STATUS NEX
- 3666 ASSOC LIBRARIAN-CAREER NEX
- 3667 ASSOC LIBRARIAN-POTNTL CAR NEX
- 3668 ASSOC LIBRARIAN-TEMP NEX
- 3670 ASST LIBRARIAN-CAREER NEX
- 3671 ASST LIBRARIAN-POTNTL CAR NEX
- 3672 ASST LIBRARIAN-TEMP STATUS NEX