

**Joint Labor Management Committee on
WORKFORCE INCLUSION**

1. The University of California and AFSCME 3299 agree to form a system-wide Joint Labor Management Committee (JLMC) to discuss workforce inclusion.
2. The JLMC shall follow the provisions in Article 15 - Labor Management Meetings, including release time for the union member participants, travel to meetings, and chair designations.
3. The JLMC shall meet twice a year and alternate between Northern and Southern locations unless otherwise agreed upon by the parties.
4. The JLMC meetings shall be held from 10:00 a.m. until 4:00 p.m. and include lunch and caucus breaks.
5. The union's team will have no more than one employee from each of the ten campus locations plus no more than three AFSCME staff and the university's team will have no more than one from each of the ten campus locations plus no more than three UCOP staff.
6. Nothing shall preclude the parties by mutual agreement from establishing location-based subcommittees. Such committees shall follow the provisions of Article 39 – Staffing Committee.
7. The parties will exchange items for the written agenda no less than seven (7) calendar days in advance of the scheduled meeting.
8. Guests are allowed only if there has been notice to the other party at least three (3) calendar days in advance.
9. The JLMC meetings are not open meetings and there will be no observers.
10. The JLMC will discuss workforce inclusion including:
 - a) Discuss progress associated with implementing the provisions of Article 5 Contracting Out, including the streamlined hiring process that complies with the University's legal obligations without imposing unnecessary barriers to UC employment related to work authorization or criminal conviction history;
 - b) Discuss issues related to the implementation of the provisions of Article 23-Non-discrimination in Employment, including the Side Letter on Immigrant Rights.
 - c) Identify underrepresented community resources in order to promote the inclusion of underrepresented communities identified by the JMLC into UC Service and Patient Care Technical jobs;
 - d) Analyze development opportunities and potential career ladders at each location for advancement of identified underrepresented communities.
11. The JLMC shall discuss and *explore* the preparation and submission of joint applications for outside training funds (e.g., the CA Workforce Development Board's High Road

12. Upon request, the University agrees to provide AFSCME with pertinent, non-confidential information regarding relevant matters related to the JLMC agenda.

13. AFSCME agrees and understands that because hiring is pre-employment and not a mandatory subject of bargaining, the University retains the sole non-grievable discretion to make hiring decisions based on its policies and practices.

14. The JLMC shall remain in effect until the expiration of the Agreement and thereafter sunsets, unless the parties affirmatively sign a new or revised side letter.

FOR THE UNIVERSITY



Nadine Baron Fishel

Jan 27, 2020

Date

FOR THE UNION



Seth Newton Patel

01/27/20

Date