

**The University of California
and
The American Federation of Teachers
(AFT)**

Professional Librarians Unit (LX)

October 1, 2024 – January 1, 2029

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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 Public Employment Relations Board (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 (as those terms are defined in the Higher Education Employer-Employee Relations Act (Cal. Gov. Code § 3560 et seq.), “HEERA”) 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 PERB. 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 thirty (30) calendar days prior to the proposed implementation. If the UC-AFT does not respond within thirty (30) calendar 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 thirty (30) calendar days from the date of the notice. Within thirty (30) calendar 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 thirty (30) calendar days prior to the proposed implementation. If the UC-AFT does not respond within thirty (30) calendar 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 thirty (30) calendar days from the date of the notice. Within thirty (30) calendar 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 academic, non-represented, non-visiting, non-managerial, non-supervisory, non-confidential, non-Librarian Series position in one of the University libraries; the position’s responsibilities substantially overlap with the functions outlined in 4.A; and the required or preferred qualifications for the position are the same as the skills and background required for appointment into the Librarian Series as described in Article 4.B; then the University will provide the UC-AFT with notice within thirty (30) calendar 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) calendar days of the date of the notice. Within thirty (30) calendar 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:

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

I. The unit shall EXCLUDE:

All management, supervisory, and confidential employees as defined by HEERA and all UC student

employees whose employment is contingent upon their status as students.

ARTICLE 2
**PROHIBITIONS ON WORKPLACE DISCRIMINATION,
HARASSMENT, ABUSIVE CONDUCT, AND RETALIATION**

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 a person's actual or perceived race, religion, color, citizenship, national or ethnic origin, ancestry, sex (including pregnancy, childbirth, lactation or related medical conditions), gender, gender identity, gender expression, gender transition, sexual orientation, physical or mental disability (including having a history of a disability or being regarded as being disabled), medical condition (including cancer-related or genetic characteristics), predisposing genetic information (including family medical history), HIV status, marital status, age (at least 40 years of age), immigration status, political affiliation, union activity, military status, or off-duty cannabis use (as prohibited by California Government Code section 12954)¹.
2. Librarians are covered by the University of California Anti-Discrimination Policy, which is a Presidential Policy covering all faculty and other academic appointees, students, and staff. The Anti-Discrimination Policy (<https://policy.ucop.edu/doc/1001004/Anti-Discrimination>) states, among other provisions, that it will be implemented in a manner that recognizes rights to freedom of speech and expression. However, freedom of speech and academic freedom are not limitless and, for example, do not protect speech or expressive conduct that violates federal and state anti-discrimination laws. This policy is intended to be consistent with the provisions of applicable State and Federal laws and University policies.

B. PROHIBITION AGAINST 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,

¹ Employees are not permitted to possess or use cannabis or be impaired on the job; however, employer-required drug screening may not rely on tests that measure nonpsychoactive cannabis metabolites. Cal. Gov't Code § 12954. Employees in the building and construction trades and applicants or employees hired for positions that require a federal government background investigation or security clearance in accordance with regulations issued by the U.S. Department of Defense pursuant to Part 117 of Title 32 of the Code of Federal Regulations or equivalent regulations applicable to other agencies are exempt from protections regarding off-duty cannabis use and testing limitations.

discipline behavior which violates this policy.

2. Definitions

a. Sexual Harassment is when:

1. Quid Pro Quo: a person's submission to unwelcome sexual conduct is implicitly or explicitly made the basis for employment decisions, academic evaluation, advancement, or other decisions affecting participation in a University program or activity; or
2. Hostile Environment: unwelcome sexual or other sex-based conduct is sufficiently severe, persistent 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 or activities of the University, and creates an environment that a reasonable person would find to be intimidating or offensive.

b. Sexual conduct includes sexual or romantic advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature.

c. Other sex-based conduct includes acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on gender, gender identity, gender expression, sex- or gender-stereotyping, or sexual orientation.

d. Consideration is given to the totality of the circumstances in which the conduct occurred.

e. Librarians are covered by the University of California Sexual Violence and Sexual Harassment Policy, which is a Presidential Policy covering all faculty and other academic appointees, students, and staff. This Policy states, among other provisions, that it will be implemented in a manner that recognizes the importance of the rights to freedom of speech and expression and will not be interpreted to prohibit expressive conduct that is protected by free speech and academic freedom principles.

3. If the definition of Sexual Harassment changes in the Sexual Violence Sexual Harassment Policy (SVSH) (an interim policy currently available at <https://policy.ucop.edu/doc/4000385/SVSH>), the new definition will replace the current language.

C. PROHIBITION AGAINST ABUSIVE CONDUCT

1. The University and UC-AFT are jointly committed to promoting and maintaining a

work environment that is healthy and free of Abusive Conduct, in which every employee and member of the University community is treated with respect. The parties mutually acknowledge that Abusive Conduct creates an intimidating environment and may interfere with an employee's work. These behaviors may occur in, but are not limited to, situations in which one person has authority over another and situations involving peer-to-peer interactions. The University and UC-AFT shall strive to foster an environment in which employees feel comfortable making reports of Abusive Conduct in good faith.

2. Abusive Conduct is harassing or threatening behavior that is sufficiently severe, persistent, or pervasive conduct in the workplace that denies, adversely limits, or interferes with a person's participation in or benefit from the education, employment, or other programs or activities of the University. The conduct creates an environment, whether intended or not, that a reasonable person would find to be intimidating or offensive and unrelated to the University's legitimate educational, employment, and business interests. The conduct shall be evaluated taking into account the circumstances of the parties, relationship between the parties (including power imbalance); the frequency, nature and severity of the alleged conduct; whether the conduct was physically threatening; and whether the conduct may be protected as academic freedom or free speech. A single act may constitute Abusive Conduct, if especially severe or egregious. When the alleged conduct involves issues related to academic freedom, the applicable University Office will consult with the appropriate academic officer for relevant academic judgment. In determining whether the conduct at issue rises to the level of Abusive Conduct, the standard of "reasonable person" should be used. This standard is whether a reasonable person in the same or similar circumstances would find the conduct hostile or offensive in the workplace given the totality of the circumstances. Although the intention of the person responsible for the conduct may be considered, it is not determinative. When evaluating the conduct at issue, the parties' perspectives and circumstances should be considered.
3. If the definition of Abusive Conduct changes in the Abusive Conduct in the Workplace Policy (a policy currently available at <https://policy.ucop.edu/doc/4000701/AbusiveConduct>), the new definition will replace the current language.

D. PROHIBITION AGAINST RETALIATION

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

E. RESOLUTION PROCEDURES

Grievances shall be processed in accordance with the University's SVSH Policy and/or the University's Anti-Discrimination Policy and/or the Abusive Conduct in the Workplace Policy.

1. If a grievance is filed that includes an alleged violation of this Article, the University shall forward such a complaint to the campus office responsible for reviewing allegations of abusive conduct, discrimination, and/or sexual harassment and process the grievance in accordance with Article 24.
2. In cases involving claimed violation of the Nondiscrimination (Article 2.A) provisions of this Article, the grievance will be held in abeyance pending one of the following events:
 - a. the responsible campus office, after conducting an initial assessment of the report of a claimed violation of the Anti-Discrimination Policy (per paragraph V.A.4 of the Policy), concludes that the report should be closed without a Resolution Process; or
 - b. conclusion of the University's formal investigation (including completion and notice to the parties of the formal investigation report pursuant to the University's anti-discrimination policy per paragraph V.A.6).
3. In grievances alleging violations of Article 2 and other articles, upon mutual agreement of the Union and the University, the University ~~it~~ will sever the grievance to allow allegations other than Article 2 to proceed through the grievance process. If the parties are unable to reach mutual agreement, the grievance will remain held in abeyance per E.2. If the grievance is severed, at the point of appeal to arbitration, UC-AFT and the grievant will have the option to reconstitute the original grievance for the purpose of arbitration.

F. 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 provisions 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 thirty (30) calendar 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 at the campus level in accordance with procedures that are established at each campus.

- C.** Each campus shall identify and communicate to librarians a clear set of local procedures for librarians to apply for Principal Investigator (PI) status or co-PI status, whether directly or on an exceptional basis. Such local procedures, if they do not yet exist, shall be developed and communicated to librarians in consultation with appropriate consultative bodies including the Librarians Association of the University of California.

Grant proposals which designate a librarian as Principal Investigator, are subject to approval at the sole discretion of the University, in accordance with the Contract and Grants Manual of the University of California.

- D.** Starting July 1, 2025, active Librarians as of July 1 each year will be allocated no less than \$1,250 in professional development funds. Nothing prevents a campus from offering additional professional development funds beyond the contractual minimum. These funds may be used for research, creative activities, professional meetings, conferences, seminars, membership fees, and workshops.
 - 1. Unless local procedure specifies otherwise, unspent funds will not carry over to the next fiscal year.
 - 2. For the fiscal year 2024/2025, campuses will maintain their current practices for professional development allocation based on the campuswide amounts listed in the LX Agreement dated 04/01/2019 - 03/31/2024.

- E.** A special University-wide research fund of \$35,000 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 are defined below.

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

B. CRITERIA FOR APPOINTMENT

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 typically include a professional degree from a library or information 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.

1. 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.
2. A candidate with extensive previous relevant experience and superior qualifications may be appointed to the Associate Librarian or Librarian rank 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 an objective and thorough review, which includes a peer review committee. If, on the basis of the 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. The University of California is committed to excellence and equity in every facet of its mission. Contributions in all areas of librarian achievement that promote diversity, equity, inclusion, and belonging should be given due recognition in the academic personnel process, and they should be evaluated and credited in the same way as other librarian achievements. These contributions to diversity, equity, inclusion, and belonging can take a variety of forms such as: efforts to advance equitable access to information; library services that address the needs of California's diverse population; the development of inclusive library collections that support the diverse needs for teaching, research, and patient care; or the fostering of welcoming and inclusive library spaces, services, programs, and operations. Rather than being a separate criterion or a requirement for advancement, contributions to diversity, equity, inclusion, and belonging should be given due recognition and can be evaluated and credited in all of the librarian criteria listed below.

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 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 major areas of librarianship enumerated in provisions of 4.A.

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; participating as a member or chair 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. For the purposes of “termination after due notice” or “terminate the appointment after due notice” as those phrases are used in this article, due notice is defined as not less than six months for 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 the appointee is not performing satisfactorily as a librarian at the appointee's rank, the appointee will be provided with a written remediation plan to address the perceived deficiencies. Remediation plans shall follow the form and procedure in Article 4.D.5.h below.

After a reasonable remediation period, a review of the appointee to coincide with a regularly scheduled review will be conducted. If such a review after completion of a remediation plan does not coincide with a regularly scheduled review, an off-cycle review will be conducted in accordance with established campus review procedures. If that review results in an unfavorable evaluation, the appointee may be subject to termination after due notice as defined in Section 4.D.5. Otherwise, the appointment will be continued.

- h. Remediation plans shall address the performance of the appointee and be designed at the discretion of the University based on local policies and procedures and in accordance with the needs of the location, but shall include at a minimum (but are not limited to):
 - 1) A written explanation as to why the appointee is receiving a remediation plan as indicated in Article 4.D.5.g.

- 2) Clear and measurable expectations for performance improvement goals related to each concern.
 - 3) Where relevant a list of support measures that will be provided by the University to facilitate the appointee in meeting expectations.
 - 4) A schedule for check-in meetings to assess progress toward expectations and to discuss necessary support.
 - 5) A timeline for the remediation plan that would reasonably allow the appointee to meet expectations.
 - 6) A timeline of the review referenced in Article 4.D.5.g above, which may coincide with a regularly scheduled review.
6. The effective date of an appointment is the initial date of the change for purposes of payroll and record keeping and indicates the first day on which the payment begins for appointments. The effective date of merit increases and promotions 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

1. 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) Intended to address performance issues and the steps required to improve that performance for those at any salary point. A no action cannot lead to termination of an appointee with career status prior to a remediation plan and subsequent review as set out in Article 4.D.5.g-h.
- e. *Termination* ends the employment of a librarian.

2. 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. *An abbreviated review* is one that may take place upon mutual agreement of the

librarian and the University when the librarian is at the top of the salary scale within the Associate Librarian or the Librarian rank, and when no merit increase, promotion, or career status is sought. The abbreviated review file will consist of streamlined documentation in accordance with campus guidelines and procedures specific to such cases.

- d. 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 Article 4.E.2.d.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 had been 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 University may also initiate an off-cycle review. The decision to conduct 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 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 termination, 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 6, 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.** Only allegations of procedural violations of this Article are subject to the grievance and arbitration provisions of this Agreement. An arbitrator shall have the authority to determine whether the University has violated a procedure set forth herein. In any grievance alleging a violation of this Article, the arbitrator shall not have the authority to review any decision on the personnel review actions as enumerated in Article 4.E.1.

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 within the meaning of the Higher Education Employer-Employee Relations Act (HEERA). 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; 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 request 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 granted, it shall be redacted so as to remove material that would reveal the nature or substance of the corrected or deleted material. 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. When the University adds significant permanent or interim duties to a librarian's assignment, the following procedures shall apply:
 - a. The review initiator will meet with the librarian to discuss the additional duties the librarian is being assigned; how the Librarian will use their professional judgment to meet the goals of their existing position and the new duties, including the extent to which existing duties may be reduced; and, the effective start and, if interim, anticipated end dates of the duties/assignment.
 - b. 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 within thirty (30) calendar days. 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 their assignment(s), duties, or workload demands are unreasonable or excessive, the librarian should confer with their review initiator. If questions 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, or 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 at least thirty (30) calendar days in advance where practicable.

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 with a different statement of duties and responsibilities, 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 with (1) a different statement of duties and responsibilities and (2), 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:
 - 1. Environmental Sanitation
 - 2. Industrial Hygiene
 - 3. General Safety
 - 4. Fire Protection
 - 5. Occupational Health and Medicine

Application of the Grievance and Arbitration procedures to this Paragraph D. is limited solely to the failure to include the above provisions in local campus procedures. The only remedy available is thus limited to an order that such provision be added to local campus procedures.

ARTICLE 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

At least monthly, the University will provide the UC-AFT with a weekly 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. COPIES OF THIS AGREEMENT

Within ninety (90) calendar days of ratification of this Agreement, the University shall provide a final draft version of the document to the Union. The University and the Union shall jointly finalize all changes. The parties shall make their best efforts to finalize the Agreement within sixty (60) days of the final draft version.

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.

D. 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.

E. MEMBERSHIP SOLICITATION

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

F. 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.

G. USE OF MAILBOXES

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

H. 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.

I. 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 sixty (60) days prior to the commencement of the leave. The request shall not be unreasonably denied.

J. 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.

K. 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. 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 the scheduled time period.
5. 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.
6. Any Unit 17 librarians hired after the effective date of this Agreement shall be given the URL for the Agreement during the on-boarding process.

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. In addition, the UC-AFT Chief Negotiator shall be provided paid release time to attend scheduled bargaining. When possible, UC-AFT bargaining team members and the UC-AFT Chief Negotiator 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
PAYROLL DEDUCTIONS

A. GENERAL CONDITIONS

1. The UC-AFT has the exclusive privilege of dues deduction for all employees in Unit 17.
2. 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. Unless there are insufficient gross earnings to cover the deduction for in-unit or non-unit voluntary members, it shall be made bi-weekly or on a monthly pay cycle, as applicable.
3. The University shall deduct COPE as a flat dollar amount, for those Librarians identified by the UC-AFT.
4. The University shall remit deductions to the UC-AFT on a monthly basis.
5. The University shall make every effort to redirect bargaining unit employees or non-unit voluntary members to the UC-AFT regarding dues related inquiries.

B. DUES AMOUNT CHANGE

The Union may change the certified dues amount from LX gross earnings once in a twelve (12) month period at no cost. If the Union requests a change to the dues amount more than once in a twelve (12) month period, the Union is responsible for all costs associated with implementing such changes at the same rates that apply to other employee organizations described in the University Accounting Manual. Annual changes in the dues amount shall be certified to the University, in writing, at least forty-five (45) calendar days prior to the effective date of the change.

If applicable, the University shall provide the Union with a statement detailing the cost, effort, and estimated time of completion to make programming changes in the University's system when the dues amount change is requested more than once in a twelve (12) month period or when there is a request to change the dues amount structure (for example moving from a flat rate to a percentage model). The Union shall be responsible to notify all employees affected by union payroll deduction changes.

C. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION

1. Certification and Maintenance of Deduction Information

- a. UC-AFT Unit 17 will certify to the University to begin, stop or change union payroll deductions by providing a completed Excel (*.xls) file.
- b. The UC-AFT will either deliver an electronic file in Excel (*.xls) format to the University's campus appropriate office or upload a file to a platform designed by the University in the future, in accordance with Section 2 below. The University and the Union agree that improvements to the process may be requested by either party and shall provide notice of the changes to the administrative process including a platform designation 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 Union's completed Excel file containing union payroll deduction transactions 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. Authorizations for payroll deductions are revocable only as provided by the written authorization received by the Union. The University shall not resolve disputes between the Union and its members concerning union membership or deductions. The University will direct employees to the Union for questions or concerns including requests to change or cancel deductions.
- h. 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 Union's list to be submitted in Excel shall include the following fields. If a field is missing or inaccurate, the record for that person with the problem identified shall be returned to the Union for correction. The University will process the rest of the list and will then process the corrected record when it is provided by the Union.
 - a. Location/Business Unit Code
 - b. Location Name (Campus or Medical Center)
 - c. Bargaining Unit or unrepresented
 - d. UCPath 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.

D. 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.

E. INFORMATION TO ACCOMPANY REMITTANCE OF UNION PAYROLL DEDUCTIONS

The University shall electronically remit at least monthly to the Union's designated bank account an amount representing the authorized union payroll deductions covering dues minus the administrative fees. The University shall also 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 in a secure manner per the University's instructions. Any costs associated with union-requested changes in the deduction report referenced above shall be fully paid by the Union in accordance with the process and parameters outlined in section (B) above.

F. CORRECTION OF ERRORS

If the University fails to make authorized deductions of union dues or other authorized deductions or any part thereof or fails to remit to UC-AFT Unit 17 such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the errors. When notified by the Union in writing of an error after the 20th of a given month, the University shall make the corrections no later than the payroll cycle of the subsequent month. If the University does not make the agreed-upon corrections in the subsequent month's payroll cycle, the University will reimburse the Union for reasonable, documented costs incurred to make corrections, only for University 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 unless authorized by the employee.
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 F.1 above with concurrent notice to the UC-AFT.

G. 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. The Librarian Salary Scales (Table 26-B and Table 26-B(N)) are posted on the Academic Personnel Salaries website at:

<https://www.ucop.edu/academic-personnel-programs/compensation/index.html>.

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. SALARY SCALE ADJUSTMENTS

1. Salary Scale Restructure and General Range Adjustment:

The University and the UC-AFT have agreed to make the following changes in Sections C.1.a and C.1.b to the existing Librarian Salary Scales, effective the first day of the monthly pay cycle, no later than sixty (60) days following the UC-AFT's written notice of ratification. 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: Removal of the bottom two salary points at the Assistant and Associate Librarian ranks.
- b. Step 2: The University shall provide a one-time adjustment to align Table 26B and Table 26-B(N) to Table 26A (table effective 7/1/24) and Table 26-A(N) (table effective 7/7/24).
- c. Ratification Lump Sum Payment
 - a. Each full-time Librarian shall receive a one-time, non-base building, non-UCRP eligible payment of \$2000 Ratification Lump Sum Payment, paid no later than the first full pay period following sixty (60) calendar days from the date of ratification.
 - b. Part-time Librarians below 1.0 FTE shall receive a one-time, non-base building, non-UCRP eligible payment of the Ratification Lump Sum Payment prorated based on the employee's appointment percentage, paid no later than the first full pay period following sixty (60) calendar days from the date of ratification.
 - c. In order to be eligible for the Ratification Lump Sum Payment, the Librarian must be on active pay status in the bargaining unit on the date of ratification.
 - d. The Ratification Lump Sum Payment is subject to applicable taxes and withholdings, but union dues shall not be deducted.

2. General range adjustments for 2025, 2026, 2027, 2028:

- a. Effective July 1, 2025, the University shall adjust all Librarian salary ranges by three and one half percent (3.5%). 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, 2026, the University shall adjust all Librarian salary ranges by three and one half percent (3.5%). 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, 2027, 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, 2028, 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. 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 and 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 the Academic Personnel Salaries website at: <https://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 the University's UCnet Compensation & Benefits website¹, 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 University's Health Plans page of the UCnet Compensation & 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, visit the University's Health Plans page of the UCnet Compensation & Benefits website.²

¹ <https://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html>

² <https://ucnet.universityofcalifornia.edu/compensation-and-benefits/health-plans/index.html>

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

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
REDUCED FEE ENROLLMENT

- 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 Student Services Fee (also known as the University Registration Fee) and Tuition (also known as the Educational Fee), for up to nine (9) units or three (3) regular session University courses per quarter or semester, whichever provides the greater benefit to the employee, upon payment of one-third (1/3) of the Student Services Fee and Tuition charged at each campus.
- 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.
5. Prior to the conclusion of a temporary external or extramurally funded position, at the University's sole, non-grievable discretion, the University may convert the temporary appointment to a potential career status appointment and, if needed, may conduct an off-cycle review towards informing this decision.

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 fourteen (14) calendar days in advance of the effective date. The notice shall include the reasons for the release, 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. GRIEVABILITY

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
Effective January 1, 2025

A. ELIGIBILITY

Librarians on pay status accrue sick leave at a rate of one (1) day per month for full-time service. Librarians appointed less than full-time accrue sick leave at a rate proportionate to their appointment. Sick leave may be accrued without limit. Sick leave is earned during leave with pay, and is credited and available for use on the next working day following each month or quadri-weekly pay cycle in which it is earned, except that eligible separating Librarians earn proportionate sick leave through their last day on pay status.

B. SICK LEAVE USAGE

1. Librarians are expected to use sick leave in keeping with normally approved purposes including the Librarian's diagnosis, care, or treatment of an existing physical or mental health condition; preventive care; personal illness; disability; medical appointment; attendance to the illness of a family member; bereavement; or, for a Librarian who is a victim of domestic violence, sexual assault, or stalking, for the purposes outlined in Section B.3 below. Accrued sick leave may be used for temporary disability related to pregnancy, childbirth, recovery therefrom, and for Parental Leave as described in Appendix D Section A.14.
2. Sick leave can also be used for diagnosis, care, or treatment of an existing physical or mental health condition of, or preventive care for, a Librarian's child regardless of age or dependency status, parent, spouse, domestic partner, sibling, grandparent, grandchild, designated person, or persons residing in the Librarian's household. For sick leave purposes:
 - a. "Designated person" is a person identified by the Librarian at the time the Librarian requests sick leave. Librarians are limited to one designated person per calendar year.
 - b. In-laws or step relatives in the relationships listed, including relatives of the domestic partner who would be covered if the domestic partner were the Librarian's spouse, are also covered.
 - c. "Child" also includes an adopted or foster child, legal ward, or a child to whom the Librarian stands in place of a parent (in loco parentis).
 - d. "Parent" also includes an adoptive parent, foster parent, or legal guardian of a Librarian or the Librarian's spouse or domestic partner, or a person who stood in place of a parent (in loco parentis) when the Librarian was a minor child.
3. Sick leave may be used by a Librarian who is a victim of domestic violence, sexual assault, or stalking in order to:

- a. obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child;
 - b. seek medical attention for injuries caused by crime or abuse;
 - c. obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
 - d. obtain psychological counseling or mental health services related to an experience of crime or abuse; and/or
 - e. participate in safety planning or take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.
4. The University will maintain the confidentiality of health information or information related to domestic violence or sexual assault regarding a Librarian or a Librarian's family member and will not disclose such information except as required by law.
5. Eligible Librarians with term appointments will not be granted sick leave beyond the end date of the term appointment, except in cases of reappointment with no break in service.
6. A Librarian may not use sick leave:
 - a. After a predetermined date of separation, retirement, or layoff;
 - b. During a temporary layoff or furlough; or
 - c. On an intermittent basis for purposes of eligibility for holiday pay and employer-paid contributions towards benefits. (However, if the Librarian is taking family and medical leave on an intermittent or reduced schedule basis, see the applicable section in Appendix D.)
7. Sick leave shall not be used prior to the time it is credited.
8. Regularly scheduled days off and University administrative holidays shall not be charged against sick leave.
9. 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.
10. If, while on vacation, a librarian becomes ill or is otherwise subject to the normally approved purposes of sick leave as described in Section B, the librarian may use accumulated sick leave for that purpose.

C. PROTECTED SICK LEAVE

1. A Librarian may designate up to six (6) days per calendar year of their accrued sick leave as protected sick leave if the Librarian uses the days for any of the purposes specified below and complies with the notice requirements provided in Section D below.
2. Librarians may use protected sick leave for the diagnosis, care, or treatment of an existing physical or mental health condition of, or preventive care for, the Librarian or the Librarian's family member as defined in C.3 below or for those reasons specified in B.3. above for a Librarian who is a victim of domestic violence, sexual assault, or stalking. Other sick leave usage is covered by the other requirements of this article and the CBA.
3. For protected sick leave purposes only:
 - a. "Family member" means a Librarian's child, parent, spouse, domestic partner, sibling, grandparent, grandchild, or designated person.
 - b. Regardless of age or dependency status, "child" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the Librarian stands in place of a parent (in loco parentis).
 - c. "Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of the Librarian or the Librarian's spouse or domestic partner, or a person who stood in place of a parent (in loco parentis) when the Librarian was a minor child.
 - d. "Designated person" is a person identified by the Librarian at the time the Librarian requests sick leave. Librarians are limited to one designated person per calendar year for sick leave purposes.
4. Protected sick leave includes and runs concurrently with kin care, which is not a separate leave entitlement. California's kin care law authorizes employees to use up to one-half of the sick leave they accrue annually for the purposes for which employees may use protected sick leave.
5. The University prohibits any form of retaliation or discrimination against a Librarian for using or attempting to use protected sick leave; for making a complaint or alleging a violation of the protected sick leave provisions of this Article; for cooperating in an investigation regarding the same; or for opposing any policy, practice, or act that is prohibited by the protected sick leave provisions of this Article.

D. NOTICE REQUIREMENTS FOR SICK LEAVE USE

1. If the need to take sick leave is foreseeable, a Librarian must provide reasonable advance notification of the need to use sick leave to their supervisor either orally or in writing,

including the expected length of the leave and whether the Librarian is designating the sick leave as protected.

2. If the need to take sick leave is unforeseeable, a Librarian must inform their supervisor as soon as practicable either orally or in writing and include whether the Librarian is designating the sick leave as protected.
3. When appropriate, the Librarian may be required to provide documentation supporting the need for sick leave.
4. Librarians must comply with local procedures concerning notice requirements.
5. For sick leave used during a family and medical leave, see Appendix D for the notice requirements for family and medical leave.

E. 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 accrual and use of sick leave.

F. AVAILABILITY OF SICK LEAVE UPON CHANGE IN POSITION

1. Any unused accrued sick leave will remain available when a Librarian changes positions to another position within the University in which sick leave accrues. If a Librarian changes positions to another position within the University in which sick leave does not accrue, any unused accrued sick leave accruals will no longer be available but a record of that accrued sick leave will be maintained by the University so that the accrued sick leave may be reinstated:
 - a. if the Librarian later changes to a position in which sick leave accrues; or
 - b. for conversion to University of California Retirement Plan (UCRP) service credit if the Librarian retires, in accordance with UCRP provisions.

G. REINSTATEMENT OF SICK LEAVE

1. A Librarian who separates from the University shall not be paid for any unused sick leave at the time of separation.
2. A Librarian who separates from the University and is rehired into a University position that is eligible for sick leave within one (1) year from the date of separation shall have all unused accrued sick leave from prior service reinstated, unless the leave balance was previously converted to UCRP service credit upon retirement.
3. If the separation lasted for more than one (1) year, unused accrued sick leave shall not be reinstated.

H. SICK LEAVE RETIREMENT CREDIT

Upon retirement, accrued sick leave shall be converted to retirement service credit in

accordance with UCRP provisions.

**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 winter curtailment, 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 winter curtailment librarians who are not required to work may use vacation, take leave without pay, or request alternative arrangements due to the need for flexibility in fulfilling their obligations as academic appointees. Requests for alternative arrangements will be considered on an individual basis in accordance with local procedures. 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
Juneteenth
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 via email to the appropriate official/office on the librarian grievance form.
- b. **Grievances/Appeals must be received by the appropriate official/office designated to receive the grievance or appeal as listed in Appendix F.** The date of filing shall be the date received as indicated on the University's email server. 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 transmission. The grievance initiation/appeal form must be in a PDF format attachment.
- c. **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.

- d. All subsequent University responses shall be sent via email to the email address(es) designated by the Grievant and/or their Representative on the grievance form.

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 (HEERA).
- 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 following instances, whichever occurs first: a) the date of the event/action which gave rise to the grievance, or b) the date on which either the grievant or the representative knew or reasonably should have known of the alleged violation of the Agreement, or, in the case of separation, within thirty (30) 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 the Step 1 response was issued, or if no University response was issued, within fifteen (15) calendar days of the date the University's response was due.

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 response was issued or, if no University response was issued, within fifteen (15) calendar days of the date the University's response 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 response 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 OR ABUSIVE CONDUCT COMPLAINT RESOLUTION PROCEDURES

1. Grievances shall be processed in accordance with the University's Sexual Violence Sexual Harassment (SVSH) Policy, <https://policy.ucop.edu/doc/4000385/SVSH> and/or Abusive Conduct in the Workplace Policy, <https://policy.ucop.edu/doc/4000701/AbusiveConduct>, as applicable.
2. 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.
3. A librarian who believes they have been subjected to abusive conduct in the workplace may file a complaint pursuant to the Abusive Conduct in the Workplace Policy or a grievance pursuant to Article X. A grievance filed pursuant to Article X will be forwarded to the campus office responsible for processing complaints made pursuant to the Abusive Conduct in the Workplace Policy and the grievance will be held in abeyance pending resolution under the Abusive Conduct in the Workplace 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 or Abusive Conduct Complaint Resolution Procedures (see Section F. above)
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 by the UC-AFT 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 (Article 24, Step 3) or from the date when the Step 3 response was due. 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 (as indicated on the University's email server) via email to appealagrievance@ucop.edu. 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. Emailed appeals to arbitration must be received (as indicated on the University's email server) by the Labor Relations, Office of the President at appealagrievance@ucop.edu. If the electronic transmission falls outside of regular business hours, the following business day shall constitute the official date of receipt.
4. 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.
5. 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 thirty (30) 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 email 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. 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 no later than the University's notice containing a retain/remand decision. 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 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 thirty (30) calendar days of the electronic transmission of the University's response to the UC-AFT's appeal to arbitration or within 30 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 thirty (30) 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 sixty (60) calendar days from the date the arbitrator is contacted by the parties. Should the parties be unable to agree on a hearing date that is within five (5) months from the contact date, the authority to schedule the hearing rests with the arbitrator.

D. EXPEDITED ARBITRATION

For purposes of arbitrability issues, the parties agree to use an expedited form of arbitration:

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 will rule on the issues at the close of the hearing in lieu of a written decision. The parties will confirm the arbitrator's agreement to comply with this clause before scheduling the hearing. If a selected arbitrator does not agree to comply with this clause, a new arbitrator will be selected unless the parties mutually agree to the timeline provided by the arbitrator.

E. ARBITRATION PROCEDURE

1. Prior to the arbitration hearing, the UC-AFT and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible. When possible, the parties shall inform each other who shall be witnesses at least five (5) calendar days prior to the hearing.
2. During the arbitration proceeding the parties shall have an opportunity to examine and cross-examine witnesses under oath and to submit relevant evidence. The parties shall not seek to introduce new issues and allegations at the arbitration hearing which were not introduced during Step 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. In any grievance alleging a violation of Article 5, the arbitrator shall not have the authority to review any decision on the personnel review actions enumerated in Article 4.E.1.

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 twenty-one (21) arbitrators to hear arbitration cases scheduled for hearing pursuant to the provisions of this Article.
2. If agreement cannot be reached on all twenty-one (21) 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. LAUC CONSULTATION

1. Consistent with LAUC Bylaws and APM - 360, the parties agree that the University shall be able to maintain its historic practice and role of consulting with the Librarians Association of the University of California (LAUC), including with respect to local policies and procedures involving peer review actions; the allocation of professional development funds; on professional standards, rights, privileges and obligations of members of the librarian series of the University of California; on the planning, evaluation, and implementation of programs, services or technological changes in the libraries of the University; and on matters that are not covered by this Agreement or are not otherwise subject to negotiation with the UC-AFT.

2. 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. The University's consultation with and LAUC's advisory participation shall not be construed as modifying or affecting the rights and obligations of represented librarians, or UC-AFT as defined by this Agreement and applicable law.

3. **Overlapping Membership**

Appropriate consultation with LAUC will include LAUC members who may also be members of the UC-AFT bargaining unit. Nothing in this Agreement precludes unit librarians from participating in and contributing to LAUC's role in advising the University as to these matters. However, participation by unit librarians in any such LAUC advisory processes shall not constitute agreement by UC-AFT and shall not substitute for any required consultation or negotiation with UC-AFT regarding the terms of this Agreement.

C. In the event the University proposes a new systemwide policy or practice or a change in an existing policy or practice not covered by the Agreement that has a consequential impact on the terms and conditions of employment for a substantial number of librarians in the unit, the University shall notify the Union of proposed changes at least thirty (30) calendar days prior to their proposed implementation. For purposes of this section, APM - 011, APM - 210 and APM - 360 are not considered to be covered by the Agreement.

- D.** In the event the University proposes revisions to APM - 011, APM - 210-4, or APM - 360-4, the University shall notice the Union fifteen (15) calendar days prior to the projected date of Systemwide Review with an invitation to meet and provide input and consultation on the proposed changes. The University shall share the proposed revisions with the Union on the same date the draft policy is released for Systemwide Review. Within ten (10) calendar days of receiving the proposed revisions, the Union may request an input and consultation meeting. This meeting will occur no later than thirty (30) calendar days following the Union's request. This meeting is not a substitute for the meet and confer process described in Section E below.

E. MEET AND CONFER

1. The parties shall undertake negotiations regarding the effects of changes to systemwide policies and proposed revisions to the APM when all three of the following exist:
 - a. The changes proposed by the University would have a consequential impact on the terms and conditions of employment of a substantial number of Librarians in the bargaining unit;
 - b. The subject matter of the change is within the scope of representation pursuant to HEERA; and
 - c. The Union makes a request to negotiate with the University within fifteen (15) calendar days of the receipt by the Union of the University's notice as described in Section C.
 2. The University shall initiate scheduling the meeting within fifteen (15) calendar days from the Union's request in E.1.c. above.
 3. When applicable, the University and the Union shall execute in writing the agreement resulting from such negotiations, and the agreement shall become an addendum to this Agreement.
 4. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.
- F.** 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

In a manner that is consistent with applicable law, 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. This section shall not be construed as a guarantee of a specific form of accommodation, nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances, since all accommodations will be determined in coordination with the requirements of the employee's job. The interactive process shall be used to determine what, if any, reasonable accommodation will be made and to monitor the continuing effect of any accommodations.

It is the responsibility of the employee to inform the University of the need for an accommodation, unless the need for accommodation is known to the disability management office or equivalent.

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 for reasonable accommodations 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 to eliminate non-essential job functions. Both the University and the employee are expected to participate in the interactive process in good faith.

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.

If the University determines that the employee cannot be reasonably accommodated in the employee's current position, reassignment to an available alternative position for which the employee is qualified will be considered.

The University will not implement an accommodation that would present an undue hardship, as that phrase is defined, applied, and interpreted under applicable law. If, through the interactive process, the employee cannot be reasonably accommodated without undue hardship, the University may pursue separation in accordance with Article 31 – Medical Separation.

C. MEDICAL DOCUMENTATION

When requested by the University, the employee is responsible for providing medical documentation to assist in understanding the nature of the employee's functional limitations and the limits on the employee's ability to perform the essential functions of the job. 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 required 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 AND REMOTE WORK ARRANGEMENTS

A. GENERAL PROCEDURES

1. Librarians may request a flexible work arrangement (e.g., working remotely outside of the physical library space, alternate work schedules, or both). Flexible work arrangements must be approved by the University.
2. Librarians should request flexible work arrangements according to local library procedures or practices. The University shall evaluate each request and in doing so shall consider the individual librarian's duties along with the operational needs of the library department. The University shall respond to the request within thirty (30) calendar days unless otherwise provided for in local procedures. The University is supportive of flexible work arrangements when the arrangements meet the objectives of the University as well as the employee's needs.
3. 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.
4. The University may require a temporary adjustment to flexible work arrangements based on operational or emergency needs. These temporary changes will be made with as much notice as feasible and with due consideration that sudden schedule changes can be disruptive and difficult for a librarian.
5. Nothing in this article precludes a change in the flexible work arrangement resulting from a remediation plan as outlined in Article 4 or the result of the Corrective Action processes outlined in Article 23.
6. Nothing in this Article precludes a change in the flexible work arrangement to address a performance concern related to the terms of the flexible work arrangement.
7. This article is not subject to arbitration except for allegations that the University failed to follow the timelines as set forth in A.2, B.2, C.2, and D.4. Allegations that any other provisions of this Article were violated can only be grieved up to Step 3; the University's Step 3 response shall be final.

B. ALTERNATE WORK SCHEDULES

1. As part of a flexible work arrangement, a librarian may request an alternate work schedule (such as a shifted workweek, shifted hours, etc.). Alternate work schedules may include hours outside of the library building's operating hours.

2. When the University modifies or terminates such an alternate work schedule component of a flexible work arrangement, librarians shall be given at least thirty (30) calendar days' notice.

C. HYBRID-LOCATION ARRANGEMENTS

1. As part of a flexible work arrangement, a librarian may request a schedule that includes working remotely outside of the campus work location as part of their regular work schedule (a hybrid-location arrangement).
2. When the University modifies or terminates such a hybrid-location component of a flexible work arrangement, the librarian shall be given at least thirty (30) calendar days' notice.
3. In accordance with local policy and procedure, librarians with a hybrid-location arrangement may request remote office ergonomic equipment and computer peripherals that are necessary for their work.

D. FULL-TIME REMOTE WORK ARRANGEMENTS

1. A full-time remote work arrangement occurs when either a librarian is hired as a remote worker or when a librarian requests and is granted a flexible work arrangement that includes 100% of the librarian's schedule as working remotely.
2. Librarians with a full-time remote work arrangement may also request an alternate work schedule (section B above).
3. In accordance with local policy and procedure, librarians who have a full-time remote work arrangement may request remote office ergonomic equipment and computer peripherals that are necessary for their work.
4. When the University modifies any work location component of a full-time remote work arrangement, the following minimum notice provisions shall apply, however, nothing in this article shall preclude a location from providing a longer notice according to local procedures or the terms of an employee's appointment/offer letter. Within thirty (30) calendar days of this notice of modification, the librarian shall either:
 - a. accept the modification; the change will go into effect within sixty (60) calendar days after receipt of response from the librarian unless there is mutual agreement to alter the timeline; or,

- b. volunteer for reassignment to another vacant fully remote position according to Article 7.D.5. If the volunteered reassignment is not approved, and the librarian does not accept the modification per section 4.a, then the librarian may be separated from employment by the University no less than sixty (60) calendar days after the reassignment determination; or,
- c. decline or fail to respond to the modification, in which case the librarian may be separated from employment by the University no less than ninety (90) calendar days after the notice of modification.
- d. If a librarian is separated from employment by the University pursuant to 4.b or 4.c, Article 23 of this collective bargaining agreement shall not apply.
- e. Modification of a full-time remote work arrangement shall not be initiated as a substitute for Corrective Action or Dismissal pursuant to Article 23 or a remediation plan as outlined in Article 4. However, modifications may be made consistent with A.6 above due to performance concerns related to the terms of the full-time work arrangement.

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 January 1, 2029.
- B. Except as provided herein, neither party shall have any duty to meet and confer with respect to any modification of this Agreement.

C. REOPENER BARGAINING

- 1. If revisions to Academic Personnel Manual 360-4 Definition are made during the term of this Agreement, the University and UC-AFT shall each have the right to reopen Section A. of Article 4.
- 2. If the UC-AFT and/or the University wish to bargain over Section A. of Article 4, the parties shall commence negotiations upon issuance of the revisions to Academic Personnel Manual 360-4.
- 3. During reopener negotiations, current contract language remains in full force and effect until either final settlement, exhaustion of impasse procedures, or expiration of this Agreement. Implementation of APM 360-4 will not be delayed for other University employees not covered by this Agreement by the failure of the parties to complete the negotiations or the failure to reach agreement.

D. NEGOTIATION OF A SUCCESSOR AGREEMENT

On March 1, 2028, 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 March 1, 2028.
- 2. By March 15, 2028, the parties shall set a mutually agreeable start date for the negotiations.

- E.** In the event that neither party gives timely notice as set forth in this article, this Memorandum of Understanding shall remain in effect on a year-to-year basis.

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.

ARTICLE 35
ACADEMIC FREEDOM, PROTECTION OF PROFESSIONAL STANDARDS,
AND RESPONSIBILITIES OF NON-FACULTY ACADEMIC APPOINTEES

Academic freedom, the protection of professional standards, and responsibilities will extend to Librarians through the applicable provisions of Academic Personnel Manual (APM) 011. Grievances pursuant to APM - 011 will be processed in accordance with APM – 011 ([https://www.ucop.edu/academic-personnel-programs/ files/apm/amp-011-issuance/apm-011.pdf](https://www.ucop.edu/academic-personnel-programs/files/apm/amp-011-issuance/apm-011.pdf)), and are not subject to the grievance procedures in Article 2.

APPENDIX A SALARY SCALES

**TABLE 26B
REPRESENTED LIBRARIAN SERIES
FISCAL YEAR
SALARY SCALE**

<u>Rank</u>	<u>7/1/2023 Annual</u>	<u>7/1/2023 Monthly</u>	<u>11/1/2024 Annual</u>	<u>11/1/2024 Monthly</u>	<u>Salary Plan, Grade</u>	<u>Increment</u>
Assistant Librarian	\$61,920	\$5,160.00				
	\$63,592	\$5,299.33				
	\$65,309	\$5,442.42	\$69,781	\$5,815.08	T26B, Grade 3	1
	\$67,073	\$5,589.42	\$71,665	\$5,972.08	T26B, Grade 3	2
	\$68,885	\$5,740.42	\$73,602	\$6,133.50	T26B, Grade 3	3
	\$70,745	\$5,895.42	\$75,589	\$6,299.08	T26B, Grade 3	4
	\$72,656	\$6,054.67	\$77,631	\$6,469.25	T26B, Grade 3	5
	\$74,616	\$6,218.00	\$79,725	\$6,643.75	T26B, Grade 3	6
	\$76,631	\$6,385.92	\$81,879	\$6,823.25	T26B, Grade 3	7
Associate Librarian	\$68,885	\$5,740.42				
	\$70,745	\$5,895.42				
	\$72,656	\$6,054.67	\$77,631	\$6,469.25	T26B, Grade 2	1
	\$74,616	\$6,218.00	\$79,725	\$6,643.75	T26B, Grade 2	2
	\$76,631	\$6,385.92	\$81,879	\$6,823.25	T26B, Grade 2	3
	\$78,701	\$6,558.42	\$84,089	\$7,007.42	T26B, Grade 2	4
	\$80,826	\$6,735.50	\$86,359	\$7,196.58	T26B, Grade 2	5
	\$83,009	\$6,917.42	\$88,692	\$7,391.00	T26B, Grade 2	6
	\$85,251	\$7,104.25	\$91,088	\$7,590.67	T26B, Grade 2	7
	\$87,552	\$7,296.00	\$93,545	\$7,795.42	T26B, Grade 2	8
	\$89,916	\$7,493.00	\$96,073	\$8,006.08	T26B, Grade 2	9
	\$92,345	\$7,695.42	\$98,667	\$8,222.25	T26B, Grade 2	10
	\$94,837	\$7,903.08	\$101,330	\$8,444.17	T26B, Grade 2	11
	\$97,397	\$8,116.42	\$104,065	\$8,672.08	T26B, Grade 2	12
	\$100,028	\$8,335.67	\$106,876	\$8,906.33	T26B, Grade 2	13
	\$102,728	\$8,560.67	\$109,762	\$9,146.83	T26B, Grade 2	14
\$105,502	\$8,791.83	\$112,725	\$9,393.75	T26B, Grade 2	15	
\$108,349	\$9,029.08	\$115,768	\$9,647.33	T26B, Grade 2	16	
Librarian	\$92,345	\$7,695.42	\$98,667	\$8,222.25	T26B, Grade 1	1
	\$94,837	\$7,903.08	\$101,330	\$8,444.17	T26B, Grade 1	2
	\$97,397	\$8,116.42	\$104,065	\$8,672.08	T26B, Grade 1	3
	\$100,028	\$8,335.67	\$106,876	\$8,906.33	T26B, Grade 1	4
	\$102,728	\$8,560.67	\$109,762	\$9,146.83	T26B, Grade 1	5
	\$105,502	\$8,791.83	\$112,725	\$9,393.75	T26B, Grade 1	6
	\$108,349	\$9,029.08	\$115,768	\$9,647.33	T26B, Grade 1	7
	\$111,274	\$9,272.83	\$118,893	\$9,907.75	T26B, Grade 1	8
	\$114,281	\$9,523.42	\$122,105	\$10,175.42	T26B, Grade 1	9
	\$117,366	\$9,780.50	\$125,402	\$10,450.17	T26B, Grade 1	10
	\$120,535	\$10,044.58	\$128,788	\$10,732.33	T26B, Grade 1	11
	\$123,789	\$10,315.75	\$132,265	\$11,022.08	T26B, Grade 1	12
	\$127,130	\$10,594.17	\$135,835	\$11,319.58	T26B, Grade 1	13
	\$130,564	\$10,880.33	\$139,502	\$11,625.17	T26B, Grade 1	14
	\$134,087	\$11,173.92	\$143,267	\$11,938.92	T26B, Grade 1	15
	\$137,708	\$11,475.67	\$147,136	\$12,261.33	T26B, Grade 1	16
	\$141,427	\$11,785.58	\$151,109	\$12,592.42	T26B, Grade 1	17
	\$145,246	\$12,103.83	\$155,190	\$12,932.50	T26B, Grade 1	18
	\$149,167	\$12,430.58	\$159,380	\$13,281.67	T26B, Grade 1	19

NOTES:

- 1) Salary Plan, Grade and Increment is for use in UCPath only.
- 2) For employees in any of the above-referenced titles who are exclusively represented, the application of the Salary Scale is subject to the

requirements of the Higher Education Employer-Employee Relations Act (HEERA). As such, for employees covered by a Memorandum of Understanding (MOU), the Salary Scale applies to the extent provided for in the MOU.

TABLE 26B(N)
REPRESENTED LIBRARIAN SERIES - NON-EXEMPT
FISCAL YEAR
SALARY SCALE

<u>Rank</u>	<u>7/9/2023</u> <u>Hourly</u>	<u>11/10/2024</u> <u>Hourly</u>	<u>Salary Plan, Grade</u>	<u>Increment</u>
Assistant Librarian	\$29.66			
	\$30.46			
	\$31.28	\$33.43	T26B, Grade 3N	1
	\$32.13	\$34.33	T26B, Grade 3N	2
	\$33.00	\$35.25	T26B, Grade 3N	3
	\$33.89	\$36.21	T26B, Grade 3N	4
	\$34.80	\$37.18	T26B, Grade 3N	5
	\$35.74	\$38.19	T26B, Grade 3N	6
\$36.71	\$39.22	T26B, Grade 3N	7	
Associate Librarian	\$33.00			
	\$33.89			
	\$34.80	\$37.18	T26B, Grade 2N	1
	\$35.74	\$38.19	T26B, Grade 2N	2
	\$36.71	\$39.22	T26B, Grade 2N	3
	\$37.70	\$40.28	T26B, Grade 2N	4
	\$38.71	\$41.36	T26B, Grade 2N	5
	\$39.76	\$42.48	T26B, Grade 2N	6
	\$40.83	\$43.63	T26B, Grade 2N	7
	\$41.94	\$44.81	T26B, Grade 2N	8
	\$43.07	\$46.02	T26B, Grade 2N	9
	\$44.23	\$47.26	T26B, Grade 2N	10
	\$45.43	\$48.53	T26B, Grade 2N	11
	\$46.65	\$49.84	T26B, Grade 2N	12
	\$47.91	\$51.19	T26B, Grade 2N	13
	\$49.20	\$52.57	T26B, Grade 2N	14
\$50.53	\$53.99	T26B, Grade 2N	15	
\$51.90	\$55.45	T26B, Grade 2N	16	
Librarian	\$44.23	\$47.26	T26B, Grade 1N	1
	\$45.43	\$48.53	T26B, Grade 1N	2
	\$46.65	\$49.84	T26B, Grade 1N	3
	\$47.91	\$51.19	T26B, Grade 1N	4
	\$49.20	\$52.57	T26B, Grade 1N	5
	\$50.53	\$53.99	T26B, Grade 1N	6
	\$51.90	\$55.45	T26B, Grade 1N	7
	\$53.30	\$56.95	T26B, Grade 1N	8
	\$54.74	\$58.48	T26B, Grade 1N	9
	\$56.21	\$60.06	T26B, Grade 1N	10
	\$57.73	\$61.69	T26B, Grade 1N	11
	\$59.29	\$63.35	T26B, Grade 1N	12
	\$60.89	\$65.06	T26B, Grade 1N	13
	\$62.54	\$66.82	T26B, Grade 1N	14
	\$64.22	\$68.62	T26B, Grade 1N	15
	\$65.96	\$70.47	T26B, Grade 1N	16
	\$67.74	\$72.38	T26B, Grade 1N	17
	\$69.57	\$74.33	T26B, Grade 1N	18
\$71.45	\$76.34	T26B, Grade 1N	19	

NOTES:

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

**APPENDIX B
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 C
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) 642-7053
Hradmin_elr@berkeley.edu

Davis

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

Irvine

Labor Relations
University of California
111 Theory, Suite 200
Irvine, CA 92697-4600
(949) 824-4257
aplgrievances@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
labor.relations@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@ucsf.edu

Santa Barbara

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

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

UCOP

Labor Relations Office
University of California,
Office of the President
1111 Franklin St.
4th Floor
Oakland, CA
94607
AppealAGrievance@ucop.edu

Santa Cruz

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

Physical:
100 Enterprise
Way Scotts Valley,
CA 95066

EXECUTION OF AGREEMENT

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

**THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA**

**UNIVERSITY COUNCIL – AMERICAN FEDERATION
OF TEACHERS (UC-AFT)**

By: _____
Cheryl Lloyd
Vice President
Systemwide Human Resources

By: _____
Bill Quirk
Executive Director
UC-AFT

Date: _____

Date: _____

By: _____
Matt Teaford
Executive Director
Systemwide Labor Relations

By: _____
Kendra Levine
Chief Negotiator
UC-AFT

Date: _____

Date: _____

By: _____
Daniel Menezes
Chief Negotiator
Associate Director
Systemwide Labor Relations

Date: _____

MEMORANDUM OF THE NEGOTIATORS

The negotiators of the proposed Agreement affix their signatures to this memorandum to indicate that they have concluded negotiations by the development of the proposed Agreement and that they have referred it to the parties for approval.

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

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

For the University of California:

For Union Name Here

Daniel Menezes
Chief Negotiator
Associate Director
UCOP – Labor Relations

Bill Quirk
Executive Director
UC-AFT

Name
Assistant Negotiator

Name
Lead Labor Representative

Name, location

Name
Lead Labor Representative

Name, location

Name, location

Name, location

Name, location

Name, location

Name, location

Name, location

Name, location

Name, location

Name, location

Name, location

Name, location

Name, location

Name, location

Name, location

Name, location

Side Letter

Acknowledging Separate Negotiation of Sick Leave Provisions

The parties acknowledge that Article 20 of this Agreement was negotiated to mutual agreement outside of the main negotiations that commenced on November 7, 2023 and culminated in the UC-AFT's ratification vote dated October 1, 2024.

FOR THE UNIVERSITY:

FOR THE UNION:

Daniel Menezes

Daniel Menezes, Chief Negotiator

Dated: December 17, 2024

Kendra K. Levine

Kendra K. Levine, Chief Negotiator

Dated: December 17, 2024

Sideletter for Assistant Librarian (5/6) 2023-2024 Promotion Eligibility
UC-AFT to UC Proposal #2
October 25, 2024

The parties agree that for cases under review during 2024-2025 with an effective date of July 1, 2025, librarians at the Assistant rank who were at salary increment 5 or 6 of the salary scale under the 2019 LX MOU during that review period (who were eligible for promotion review under the 2019 MOU) retain eligibility for promotion review.

This applies only in the review cycle that culminates in review actions that become effective July 1, 2025. This agreement affects only the determination of eligibility for promotion review, and does not change the merit advancement or other review actions available, under the terms of the current contract, upon successful completion of such a review.

For the 2023-2024 academic review period, promotion eligibility for librarians at any other salary increment in the Assistant rank, and for librarians in the Associate rank, will be determined according to the new salary scale negotiated in the 2024 contract.

In all subsequent review periods during the rest of the life of the contract, the new salary scale negotiated in the 2024 contract will be used to determine promotion eligibility for all librarians at any rank and salary increment.

Daniel Menezes

Daniel Menezes
Chief Negotiator, UCOP

10/28/24

DATE

Signed by:
Kendra K. Levine
F3B21CEDE07746B...

Kendra Levine
Chief Negotiator, UC-AFT

10/29/2024

DATE

PAY FOR FAMILY CARE AND BONDING
Side Letter Agreement

- A. The parties to this Side Letter Agreement are the University of California and University Council – American Federation of Teachers (UC-AFT).
- B. The terms of this Side Letter Agreement modify Article 19 - Leaves of Absence in the Instructional (LX) bargaining unit for Unit 17.
- C. GENERAL
1. In order to support academic appointees' need to take leave to care for their family members, the University offers eligible appointees Pay for Family Care and Bonding (PFCB), which is an income replacement option for up to eight workweeks per calendar year that may be available to academic appointees taking Family and Medical Leave (FML) as set forth below. Although Article 19 - Leaves of Absence states that FML is unpaid except for those situations where the Article authorizes and/or requires the use of specified paid leave accruals during FML, this Side Letter Agreement modifies the Article to give appointees the option to be paid during FML using PFCB in accordance with the terms below.
 2. In order to be eligible for PFCB, an academic appointee must be on an approved block Family and Medical Leave (FML) taken for one of the qualifying reasons below, and the appointee must be taking that leave in a block of a minimum of one workweek.
 3. Family and Medical Leaves that qualify for the PFCB option are those leaves taken under the FMLA and/or CFRA for parental bonding, to care for a family member other than a designated person with a serious health condition, for Military Caregiver Leave, or for Qualifying Exigency Leave. Article 19 - Leaves of Absence outlines the eligibility requirements for Family and Medical Leave in Appendix D. PFCB is not an option available during any other type of leave.
 4. If an academic appointee elects to use PFCB for a particular qualifying FML block leave rather than using paid leave accruals, other available pay options, or taking the leave without pay, the appointee must continue to use PFCB until they either exhaust their full eight workweeks of PFCB for the calendar year or that qualifying FML block leave ends. If their leave ends before they have used the full eight workweeks of PFCB for the calendar year, the remainder is available to use during a qualifying FML block leave later in the calendar year. For an academic appointee holding an appointment with a definite end date, FML may not be approved beyond the end date of the appointment; therefore, the PFCB option is not available beyond the end date of that appointment.

5. An academic appointee may not use any paid leave accruals (e.g., vacation, sick leave, as applicable), or any other available pay option while receiving PFCB.

D. PFCB CALCULATION

The PFCB option provides pay calculated at one hundred percent (100%) of an academic appointee's eligible earnings.

1. Eligible Earnings

Eligible earnings include an appointee's base salary payable through the University. Base salary includes on-scale, off-scale, and above-scale, where applicable. Eligible earnings do not include pay that is received in addition to the appointee's regular appointment such as "by agreement" payments, administrative stipends, honoraria, compensation for extension teaching, summer session teaching, and any other compensation received that exceeds 100% of the base salary of the full-time equivalent of the appointee's eligible appointment(s). However, if the appointee's only appointment is for extension or summer session teaching or is a "by agreement" appointment, and the appointee meets all other PFCB eligibility criteria, those earnings are considered eligible earnings.

2. Appointments Established at a Fixed Percentage

If the academic appointee has an appointment established at a fixed percentage, PFCB is based on the salary rate in effect during the appointee's leave.

3. Appointees Reporting Time on a Variable Basis

If the academic appointee reports time on a variable basis, eligible earnings are an average of the appointee's eligible earnings for the three calendar months (for an appointee paid on a monthly basis) or six pay periods (for an appointee paid on a bi-weekly basis) immediately prior to the period in which the leave begins, excluding periods with approved leave without pay. This average is calculated as follows:

- 1) For an appointee paid on a bi-weekly basis, the sum of hours paid in the six pay periods immediately prior to the period in which the leave begins is divided by 12 to determine the average hours worked per week. The average hours worked per week is the number of hours per week the appointee is to be paid while receiving PFCB.
- 2) For an appointee paid on a monthly basis, the sum of the time paid in the three calendar months immediately prior to the period in which the leave begins is divided by 3 to determine the average time worked per

month. The average time worked per month is the time per month the appointee is to be paid while receiving PFCB.

If the consecutive three months or six bi-weekly pay periods immediately preceding the beginning of the leave cannot be used due to approved leave without pay, the look-back period may be extended up to, but no longer than, one year prior to the beginning of the leave, using the most recent applicable pay periods not to exceed the term of the appointment.

E. PAY AND BENEFIT CONSIDERATIONS

i. Accruals and Service Credit

Because an academic appointee is paid one hundred percent of eligible earnings when receiving PFCB, vacation and sick leave accruals, employment service credit, and retirement service credit are calculated as if the appointee is on pay status for one hundred percent of their normal work effort.

ii. Taxability and Deductions

PFCB is considered taxable wages. An appointee's normal deductions are taken from PFCB.

iii. Benefits

Health and welfare benefits deductions will be taken from PFCB in accordance with the academic appointee's benefit elections. Receiving PFCB does not, in itself, affect benefits status or eligibility. However, benefits regulations affecting return to pay status after a leave without pay will apply if an appointee returns to pay status by receiving PFCB.

F. This side letter agreement shall remain in effect during the term of this collective bargaining agreement unless the parties mutually agree to modify its terms or delete it.

FOR THE UNIVERSITY

FOR THE UNION

Daniel Meneses

Signed by:
Kendra K. Levine
F3B21CEDE07746B...

Associate Director-Labor Relations
Office of the President

UC-AFT

3/21/25

3/21/2025

Date

Date