

# UC Berkeley

## Labor Contracts Repository

### Title

Agreement between the California Federation of Teachers University Council, Professional Librarians Unit 17, American Federation of Teachers (AFT) and the Regents of the University of California, 2000-2003

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### Publication Date

2000

## Metadata header

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**IDnum** 49      **Language** English      **Country** United States      **State** CA

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

**Local** California Federation of Teachers University Council, Professional Librarians Unit 17

Occupations Represented
Librarians

**Bargaining Agency** Regents of the University of California

**Agency industrial classification (NAICS):**

61 (Educational Services)

**BeginYear** 2000      **EndYear** 2003

**Source** <http://www.ucop.edu/humres/contracts/lib/LibContract.pdf>

**Original\_format** HTML (multipart)

**Notes**

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

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## ARTICLE I RECOGNITION

A. The University recognizes the UFL as the exclusive bargaining agent for matters in the scope of representation for all librarians in the PERB-certified unit (SF-HR-17) at the University of California Berkeley, Davis, Irvine, Los Angeles, Riverside, San Diego, San Francisco, Santa Barbara, Santa Cruz campuses, and the Office of the President, excluding employees designated as managerial, supervisory, and confidential and excluding all University of California student employees whose employment is contingent upon their status as students.

B. The recognized unit may be modified by agreement of the parties pursuant to the rules and regulations of the Public Employment Relations Board. Any approved modification automatically becomes part of this Agreement. The University recognizes librarians as academic employees.

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.

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

E. If the University proposes to create a new position in the Librarian Series outside the bargaining unit, it shall give notice to the UFL.

F. The unit shall INCLUDE:

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

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

## ARTICLE II NONDISCRIMINATION

The provisions of this Agreement shall be applied to all members of the unit within the limits imposed by law or University regulations without regard to race; color; religious belief or non-belief; marital status; national origin; sex; sexual orientation; physical or mental disability; medical condition cancer-related or genetic characteristics); political affiliation; union activity; or status as a covered veteran (Vietnam-era veteran or special disabled veteran, or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized) or, because of age or citizenship. Complaints alleging unlawful discrimination are reviewable as grievances only if they allege violation of a section of this Agreement which is subject to the grievance procedure and only to the extent that that section is reviewable as grievances only if they allege a violation of a section of this Agreement which is subject to the grievance procedure and only to the extent that that section is reviewable.

## ARTICLE III PROFESSIONAL ACTIVITIES AND DEVELOPMENT

A. Librarians are required to devote their time and energies to service on behalf of the University. Certain commitments established by the University will involve specific schedules and obligations that shall be met by the librarian. There shall be reasonable flexibility and reasonable individual discretion for librarians in the use of University time so that they may function as academic appointees of the University of California. Choice of other activities such as study, writing, research, public service, and requests to attend workshops, institutes, and conferences, as well as the choice of professional organizations in which to be active, are left to the discretion of the individual librarian. Decisions regarding the 1) allocation of University funds to librarians for study, writing, research, public service and other professional development activities and 2) the provision of leave to attend professional meetings, conferences, seminars and/or workshops are not grievable or arbitrable.

B. The University shall provide funding and opportunities for research and other professional development activities. Other professional development activities include creative activities, professional meetings, conferences, seminars, and workshops. Such funding and opportunities shall be allocated and distributed on a competitive basis

at the campus level in accordance with the established procedures. The mix of funding between research and other professional development activities may fluctuate from year to year according to individual campus needs.

C. The University of California shall allocate \$215,460 per year in various campus amounts for members of the unit to use for research, creative activities, professional meetings, conferences, seminars, and workshops. These funds shall be a minimum amount and shall not preclude the allocation of additional funds at the discretion of the University. Such additional funds shall be distributed through same procedures as the funds agreed to in this paragraph.

The campus allocations are:

Berkeley 46,440

Davis 22,680

Irvine 19,980

Los Angeles 55,080

Riverside 17,820

San Diego 18,900

San Francisco 5,940

Santa Barbara 15,660

Santa Cruz 12,960

D. A special University-wide research fund of up to \$21,810 shall be allocated by the Office of the President and distributed in accordance with the established procedures. This fund may be used to support research involving more than one campus, joint support with one or more campuses of a research project, and other similar research ventures such as individual research projects which cannot be funded at the campus level.

E. Any encumbered balances in the campus funds or the University-wide research fund will be carried over into the next fiscal year. For the purpose of this Article encumbered funds are funds for which a commitment has been made to an individual.

F. Should the number of librarians increase because of ongoing discussions between the parties regarding the unit status of librarians, the amounts in the campus funds and the University-wide research fund will be adjusted accordingly.

G. Nothing in this Article shall preclude librarians from applying for and receiving funding from other sources. Such awards shall not affect their eligibility for awards from the funds established in this Article.

#### ARTICLE 4 PROCESS FOR MERIT INCREASE, PROMOTION, AND CAREER STATUS

##### A. Responsibility

1. Local campus procedures shall provide for the selection of members of a review committee to advise the designated University official on the merit increases, promotions, and career status actions for members of the Librarian Series in this bargaining unit. Appointees holding titles in the series shall compose the majority of this committee.

2. When the designated University official determines the need for an ad hoc review committee, local campus procedures shall provide for the nomination of members of ad hoc review committees to advise in the academic review of members of this series.

##### B. Definitions

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

##### C. Procedures

The following provisions shall apply:

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

a. On the current scale, the normal intervals for academic reviews of incumbents in the librarian series are every year in the Assistant Librarian rank; every year in the first two steps of the Associate Librarian rank; every two years beginning with Step III of the Associate Librarian rank through Step II of the Librarian rank (following the initial two year review at Associate Librarian Step VII, the Associate Librarian Step VII shall be subject to subsequent reviews every three years); every three years beginning with Step III of the Librarian rank through Step V of the Librarian rank. Service at Associate Librarian Step VII and Librarian Step IV may be of indefinite duration. However, reviews must be conducted at least every three years at these steps unless an individual or review initiator requests an earlier review.

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

2. A deferred review is the omission of an academic review during a year when a review would normally take place. It is a neutral action which can only be initiated with the written agreement of the reviewee.

a. A review may be deferred if prolonged absence or other unusual circumstances have resulted in insufficient evidence to evaluate performance. Reasons for review deferral must be in writing and all proposed deferrals must be submitted for written recommendations to the designated University official. The University's decisions concerning review deferrals shall not be subject to grievance and arbitration.

b. When a deferral takes place, the review is deferred for one year whether a person's review cycle is 2 or 3 years. Hence deferral for an additional, consecutive year should be regarded as a new request and thus subject to the same procedure. After the completion of a review which has been deferred, the review cycle will resume anew at the 2 or 3 year interval.

3. The call for merit increases, promotions and career status actions and the calendar of due dates for the review process shall be issued and distributed each year to every member of the librarian series no later than thirty (30) days prior to the first required action following issuance of the Call. The librarian shall be notified of the decision normally within nine (9) months of the first required action. This deadline may be extended upon the mutual agreement of the parties.

4. All members of the librarian bargaining unit will be informed in writing, on a yearly basis, of their eligibility for review.

5. A member of the librarian bargaining unit who is not normally eligible for a review during a particular review cycle may request an accelerated review during that cycle. The decision regarding the librarian's request shall be made in accordance with campus guidelines.

6. The University shall notify the candidate of the impending review and shall inform the candidate about the review process, including the criteria to be used.

7. The candidate shall be given the opportunity to ask questions and to supply information and evidence to be evaluated in the review.

8. The University may solicit letters evaluating the candidate from qualified persons, including a reasonable number of persons whose names have been provided by the candidate. The decision whether or from whom to solicit letters shall not be subject to grievance and arbitration.

a. The candidate may provide in writing to the review initiator or other appropriate person, names of persons who in the view of the candidate, for reasons provided by the candidate, might not objectively evaluate in a letter or on a committee, the candidate's qualifications or performance. Any such statement provided by the candidate shall be included in the academic review file. The University decision regarding the requested disqualification shall not be subject to grievance and arbitration.

b. In soliciting letters of evaluation or following the receipt of an unsolicited letter, the University shall include, attach or send a statement regarding confidentiality of such letters.

c. All such letters used in the review, even if unsolicited, shall be included in the file.

9. An academic review file shall be prepared for each candidate who is being considered for a merit increase, promotion, or career status action. The review initiator is responsible for preparing the candidate's review file, which consists of the review initiator's letter of recommendation together with pertinent additional letters, if any, including those letters solicited from individuals as provided for in 8, above, and required documents. The review initiator's letter of recommendation, without disclosing the identities of sources of confidential documents, shall discuss the proposed personnel action in light of the criteria and substantiated by supporting evidence contained in the file. The letter of recommendation shall provide a comprehensive assessment of the candidate's qualifications, together with detailed evidence to support the evaluation, including an up-to-date biography and bibliography. The letter may also present a report of consultation with appropriate members of the professional library staff and others in a position to evaluate performance and may include any dissenting opinions.

10. Before forwarding the academic review file to the next level of review, the review initiator shall provide the candidate an opportunity to inspect all documents to be included in the review file other than confidential academic review records as defined in Article V, Personnel Files. A copy of the review initiator's letter of recommendation shall be provided to the candidate.

11. The University shall provide to the candidate, upon written request, a redacted copy of the confidential documents included in the record.

12. The candidate may submit for inclusion in the record a written statement in response to or commenting upon material in the file.



13. Upon completion of the procedures described above, a statement shall be signed by the candidate certifying that the prescribed procedures have been followed. A documentation checklist listing the contents of the review file shall also be signed by the candidate. The certification statement and the documentation checklist shall be included in the review file.

14. Decisions and recommendations of the review committee(s) shall be based solely upon material within the review packet.

15. If, during subsequent review of a recommendation, the review file is found to be incomplete or inadequate by the reviewer or review committee, additional information shall be solicited through the designated University material is being added to the review file. The candidate shall have access to all non-confidential material added to the file and upon request, a redacted copy of the confidential documents shall be provided to the candidate. The candidate shall also be provided the opportunity to submit a written statement in response to the additions to the review file. The review shall then be based upon the personnel review file as augmented.

16. No documentation other than the recommendation(s) of the review committee(s) may be added to the review file without annotation of the certification statement and the documentation checklist.

17. The review file shall be referred to a review committee. On the basis of all evidence in the review file including the report from an ad hoc review committee, if any, the review committee will submit a comprehensive report and recommendation for action to the designated University official.

a. In conducting its review and arriving at its recommendation concerning a candidate, each review committee shall be guided by the criteria.

b. The report of the review committee(s) shall be submitted to the University's deciding officer.

c. The deliberations and recommendations of the review committees are to be strictly confidential.

18. In cases of promotion, conferral of career status, or recommendation for termination of appointment, if the preliminary assessment of the University's deciding officer is contrary to the recommendations of the review committee, the University's deciding officer shall notify that committee with respect to the assessment. The review committee shall be given the opportunity for further comment before the final decision is made.

19. In a case of promotion, conferral of career status or recommendation for termination of appointment, if the University's deciding officer's preliminary assessment

is to terminate appointment or not to confer career status, the candidate shall be notified of the opportunity to request access to records in the academic review file, subject to Article V, Personnel Files. The candidate and review initiator shall then have the opportunity to respond in writing and to provide additional information and documentation.

20. The designated University official shall inform the candidate in writing of the final administrative decision. Upon request, a candidate may receive, from the University's deciding officer, a written statement of the reasons for his/her decision and, if requested, a redacted copy of the confidential documents in the academic review file. Such a statement shall not disclose the identities of persons who were sources of confidential documents.

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

- a. Initiate an academic review;
- b. Award or deny a merit increase;
- c. Award or deny a promotion;
- d. Award or withhold career status;
- e. Terminate a librarian following academic review.

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

## ARTICLE 9 UFL 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

On July 1st of each year, the University will provide the UC-AFT with a list of all bargaining unit librarians, showing names, title codes, dates of hire, campus department address, and home addresses provided the librarians have agreed to release their home addresses.

### C. Master List Updates

On or before the tenth (10th) of each month subsequent to the establishment of the Master List, the University will provide the UC-AFT with a change report containing any changes to the information, the names of librarians who have resigned, retired, or have been terminated, as well as information on new hires.

#### D. Copies of this Agreement

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

#### E. Use of Facilities

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

#### F. Membership Solicitation

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

#### G. U. S. Mail Delivery and Use of Mailboxes

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

#### H. Use of Mailboxes

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

#### I. Information Requests

The University will provide the UC-AFT copies of any updates and changes to the Academic Personnel Manual, local campus manuals or regulations that relate only to librarians in the bargaining unit. UC-AFT requests for personnel and budgetary

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

#### J. UC-AFT Leave

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

#### K. Union Stewards

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

### ARTICLE X RELEASE TIME

One UFL 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. 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 XI DUES DEDUCTION

A. Upon receipt of a written authorization by a librarian using a form provided by the University, the University shall deduct and remit to the UFL the standard initiation fee, periodic dues, and general assessments of the UFL until such time as the librarian submits written notification to the University to discontinue the employee's assignments. The University shall calculate the amount to be deducted, based upon a percentage of the librarian's monthly gross salary. The University shall recalculate the dues deduction when changes in salary occur. The University shall recalculate the dues deduction and organizational security fee when notified by the UFL that its dues formula has changed provided that the formula changes no more than once per fiscal year. All costs associated with accomplishing changes in the organizational fee amount shall be paid by the UFL. The University shall also remit an alphabetical list showing the names of payees and the

amounts deducted and remitted. The University shall process the librarian's dues deduction authorization or dues deduction withdrawal expeditiously. The transaction shall be completed no later than the second pay check after the receipt of the information by the University. The payroll deadline dates for each campus will be provided to the UFL.

**B. Organizational Security Fee, Effective January 1, 2000**

**1. Organizational Security**

Upon written notification to the University by the UFL, librarians in the bargaining unit who do not elect to pay dues as outlined in Paragraph A above, as a continued condition of employment, shall pay an organizational security fee. The amount of the fee shall not exceed the monthly dues that are payable by members of the UFL. The amount of the fee shall be deducted by the University from the wages or salary of the librarian and paid to the UFL.

**2. Exemption from Organizational Security Fee**

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

**3. Severability**

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

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

C. If a librarian fails to fill out a dues deduction form correctly, the University shall assume no responsibility to correct such omission or error retroactively. The University shall return any incorrect dues deduction forms to the UFL as soon as the errors are detected. Once the funds are remitted to the designated representative of the UFL, their disposition thereafter shall be the sole and exclusive responsibility of the UFL. It is

expressly understood and agreed that the UFL shall refund to the librarian any deductions erroneously withheld from an employee's wages by the University and paid to the UFL. In the event the UFL fails to refund such deductions within a reasonable period of time following notification of the error, the University will make such refund and deduct the amount from the amount due to the UFL.

## ARTICLE 12 SALARY

### A. Fiscal Year 2000-01

1. The new Salary Scale for Librarians is set forth in Appendix A. Effective July 1, 2000, librarians who are eligible under the transition plan shall be paid in accordance with the new Salary Scale. The guidelines governing the transition from the existing Salary Scale to the new Salary Scale are contained in Appendix B. Movement from the existing Salary Scale to the new Salary Scale shall be contingent upon completion of an academic review.

2. Furthermore, the parties agree that for fiscal years 1999-00, 2000-01, and 2001-02, each librarian shall remain on his/her current review cycle with the exceptions noted in Sections A.3 and A.4 below.

3. A librarian at Step V, whose next regularly scheduled review action is effective July 1, 2002, and who has received at least one review at Step V, shall be eligible for a merit review for fiscal year 2000-01.

4. A librarian at Step IV, whose next regularly scheduled review action is effective July 1, 2002, and who has received at least one "no action" review at Step IV, shall be eligible for a merit review for fiscal year 2000-01.

5. A librarian at Step IV whose next regularly scheduled review action is effective July 1, 2001 or 2002, may request consideration for distinguished status. If the review concludes that distinguished status has been demonstrated, there will be no need to demonstrate such status again when being considered for advancement on the new salary scale.

6. Librarians transitioned to the new salary scale may retain their current titles (rank and step) with the descriptor "transitional" until they reach their current titles on the new scale.

7. Assistant Librarian IV's, Associate Librarian I's, and Librarian IV's who received a merit increase or promotion effective July 1, 2000 will transition to the new

scale (Scale 2) as set forth in Appendix B effective July 1, 2000 but will remain at their salary on the old scale (Scale 1) until their next positive review action.

#### B. General Range Adjustment for Fiscal Year 2000-01

Librarians in this bargaining unit shall receive a 2% general range adjustment effective October 1, 2000. The parties recognize that the actual salary range adjustment for each rank and step will vary slightly due to rounding.

#### C. Special Salary Augmentation for Lower Paid Employees for Fiscal Year 2000-01

1. Effective October 1, 2000, eligible librarians in this bargaining unit whose full time annual salary rate is less than or equal to \$40,000 shall receive a 2% salary increase in addition to the merit increase listed in Section A. above and the range adjustment listed in Section B. above.

2. Effective October 1, 2000, eligible librarians in this bargaining unit whose full time annual salary rate is more than \$40,000 but less than \$80,000 shall receive a 1% salary increase in addition to the merit increase listed in Section A. above and the range adjustment listed in Section B. above.

#### D. Special Provisions Regarding Salary in Fiscal Years 2001-02 and 2002-03

Sections E and F below shall go into effect if the AFT opts not to reopen this Article (Salary) pursuant to the provisions set forth in Article 30 (Duration).

#### E. Conditional General Range Adjustments for Fiscal Years 2001-02 and 2002-03

Librarians shall receive a range adjustment approximately equal to and contemporaneous with the general range adjustment provided to non-represented academic employees. Each fiscal year the University shall determine that part of the budget allocation which shall be used to provide a general range adjustment to non-represented academic employees. The general range adjustment for members of this unit shall be approximately the same amount provided to non-represented academic employees. Provided a timely agreement is reached at the bargaining table in years in which bargaining occurs and the University is notified of ratification, such range adjustments shall be provided at the same time they are provided to non-represented academic employees generally. The parties understand that in any given fiscal year there may be no general range adjustment pursuant to this Article. In fiscal years when no general range adjustment is given to non-represented academic employees, no general range adjustment will be provided to members of this unit. The parties recognize that the actual salary range adjustment for each rank and step will vary slightly due to rounding.

#### F. Non-General Range Adjustments

In addition to general range adjustments, UC-AFT acknowledges that the University may allocate funds to provide non-general range adjustments to non-represented academic employees. Such adjustments will not be provided to members of this unit except through bargaining.

#### G. Grievability

The implementation of the amount and timing of the general range adjustments is subject to grievance and arbitration.

### ARTICLE 17 TEMPORARY APPOINTEES

#### A. A temporary appointment:

1. shall have a specified date of termination;
2. shall ordinarily be for a period of one year or less, but shall not be for a period of more than two years unless the appointment is supported by extramural funds in which case, if the funding permits, the appointment may be renewed for the duration of the grant;
3. is automatically self-terminating, and notice of intention not to reappoint is not required; and
4. is subject to the conditions relating to notice of termination in Article 7, Layoff.

#### B. Temporary appointees:

1. are expected to perform their duties with the same proficiency as the career status and potential career status appointees in accordance with the terms of their appointment letters;
2. Shall be given the same opportunity as Potential Career or Career appointees to participate in activities which fulfill the second, third and fourth criteria listed in Appendix E;
3. May apply for professional development funds, except that such funds may not be awarded to them for activities with a time duration longer than the terms of their appointments;



4. When the length of appointment permits, shall be reviewed following the same procedures and review cycles set forth for review of Potential Career or Career Appointees;

5. If appointed to a permanent position, will be given consideration for time spent in temporary status when determining assignment to rank and step.

#### C. Release

1. Release is the termination of the employment of a temporary librarian prior to the completion of his/her appointment.

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

#### D. Grievability

Disputes relating to Sections B.2., B.4., B.5., C.1., and C.2. shall not be subject to arbitration.

### ARTICLE XXI HOLIDAYS

#### A. Observance

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

New Year's Day

Third Monday in January

Third Monday in February (or announced equivalent)

Last Monday in May

Fourth of July

Labor Day

Veterans Day (November 11)

Thanksgiving Day

Friday following Thanksgiving Day (or announced equivalent)

December 24 (or announced equivalent)

Christmas Day

December 31 (or announced equivalent)

One Administrative Holiday to be selected by the University

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

2. A librarian required to work on a holiday listed in paragraph 1 of this section shall be paid regular pay for the day. In addition, s/he shall receive time off equivalent to the time worked.

3. A librarian whose regular day off falls on a holiday listed in paragraph 1 of this section shall receive one (1) day off.

4. A librarian may observe a special or religious holiday by charging time off to accumulated vacation or leave without pay.

#### B. Eligibility

5. To be eligible for holiday pay a librarian must have been on pay status or on approved leave with pay on his/her last scheduled work day before the holiday and first scheduled work day after the holiday. New and rehired full-time librarians shall receive pay for any holiday immediately preceding their first day of work if the holiday is the first working day(s) of the month. A terminating full-time librarian shall receive holiday pay for any holiday immediately following his/her last day of work provided the holiday is the last working day(s) of the month. Librarians appointed at fifty percent (50%) or more of full time shall receive pro rata holiday pay.

6. This policy may be waived by the University at times of campus holiday closures.

7. 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. Definitions

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

### B. Grounds

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

### C. Written Warning

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

### D. Investigatory Leave

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

### E. Suspension Without Pay

1. Suspension without pay shall be for a period of at least one week as required by federal law for exempt employees.

2. The University shall provide a written Notice of Intent to the librarian at least 14 calendar days prior to initiating a suspension without pay. Written notice of intent shall be given to the affected librarian either by delivery of the notice to the librarian in person or by placing the notice of intent in the U.S. mail, first class postage paid, in an envelope addressed to the librarian at the librarian's last known home address. It shall be the responsibility of the librarian to inform the University in writing of any change in their address. The notice of intent shall be accompanied by Proof of Service indicating the date on which the notice of intent was personally delivered or mailed, and this shall constitute the "date of issuance" of the notice of intent. A copy of the Notice of Intent shall be sent concurrently to the UC-AFT.

3. The notice of intent shall:

a. inform the librarian of the intended suspension, the effective date, and the duration of the intended action;

b. provide the reason(s) for the intended action, including, where available, materials upon which the intended action is based;

c. inform the librarian of the right to representation by the UC-AFT or a person of his/her own choice;

d. inform the librarian of the right to respond, either orally or in writing, to whom to respond, and that the response must be received within 14 calendar days of the date of the issuance of the notice of intent in accordance with Section E.3. below.

#### 1. Response to Notice

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

#### 5. University Response

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

## F. Dismissal

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

2. The notice of intent shall:

a. inform the librarian of the intended dismissal and the effective date of the intended action;

b. provide the reason(s) for the intended action, including, where available, materials upon which the intended action is based;

c. inform the librarian of the right to representation by the UC-AFT or a person of his/her own choice;

d. inform the librarian of the right to respond, either orally or in writing, to whom to respond, and that the response must be received within 14 calendar days of the date of the issuance of the notice of intent in accordance with Section F.3. below.

### 3. Response to Notice

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

### 4. University Response

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

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

#### H. Appeal

1. A librarian may appeal a decision of the University to impose corrective action or dismissal through the grievance and arbitration provisions of this Agreement.

2. Within 14 calendar days of the issuance of the written warning or the written response by the University in E.4. and F.4. above, the librarian shall file a written notice of appeal in accordance with Step 3, Appeal, of Article 24, Grievance Procedure.

### ARTICLE XXIV GRIEVANCE PROCEDURE

#### A. General Provisions

##### 1. Definition

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

##### 2. Scope

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

##### 3. Standing

Except as otherwise provided in this Agreement, a grievance may be brought to the attention of the University by a librarian or by the UFL. The University may not bring a grievance through this procedure.

##### 4. Filing

a. A written grievance must be filed within thirty (30) calendar days from the date on which the librarian or the UFL knew or could be expected to know of the event or action which gave rise to the grievance, or, in the case of separation, within fifteen (15) calendar days from the date of the separation of the librarian

from University employment. Written grievances shall be filed with the campus designated office/officer listed in Appendix B.

b. A grievance or appeal is considered filed on the date it is received by the campus designated grievance office/officer if delivered in person or on the date it is postmarked if delivered by mail.

## 5. Consolidation

a. Grievances brought by, or related to, two (2) or more librarians, and multiple grievances by or related to the same librarian, which concern the same incident, issue or course of conduct, may be consolidated for the purposes of this procedure, provided that the time limits described in this Article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances.

b. Consolidation shall occur only by agreement of all parties. Consolidated grievances may be severed. Severance of a grievance shall occur only by agreement between the grievant(s) or the grievant's representative(s) and the University.

## 6. Representation

a. A librarian shall have the right to be represented at all steps of the Grievance Procedure by him/herself or by any one (1) person of the librarian's choice other than a University employee who has been designated as managerial, supervisory or confidential within the meaning of the Higher Education Employer-Employee Relations Act.

b. When a librarian is represented by the UFL, that representative may be assisted in meetings by one (1) other librarian or one (1) member of the AFT staff. The grievant shall provide written notice of the name and address of his/her representative to the University.

c. Where the UFL is not chosen as the representative, the University shall notify the UFL within ten (10) calendar days of its filing. With the consent of the grievant, the UFL shall be sent a copy of the written grievance.

## 7. Settlements

a. Settlement offers shall be confidential and inadmissible at subsequent steps.

b. Settlement agreements shall be in writing and shall become effective in the following ways:

1) If the grievant is represented by the UFL, the settlement shall become final with the signatures of the parties.

2) If a settlement is proposed for a written grievance and the UFL is not representing the grievant, the UFL 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 UFL's comments, if any, with the signatures of the parties. The terms of the settlement shall not be inconsistent with this Agreement.

## 8. Documents

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

## 9. Time Limits

a. Deadlines which fall on days which are not business days at the campus at which the grievance is filed will be automatically extended to the next business day.

b. If a University official fails to meet a deadline, the grievant may move the grievance to the next step in the process. If the grievant or the UFL fails to meet a deadline, the grievance will be considered resolved on the basis of the last University response.

c. Any time limit herein may be extended by mutual agreement of the parties in advance of the expiration of that time limit. Such extension shall be confirmed in writing.

d. The parties agree to extend a time limit accordingly in the event that untimely mail delivery at any step of this procedure prevents the addressee from responding in a timely manner.

e. Written communications from the University as required in this Article will be accompanied by a Proof of Service, which will be completed by the person mailing or personally delivering the document. The date of the Proof of Service will establish the beginning of the time limit as set forth in this Article.

## 10. Pay Status

a. Whenever a grievant or a grievant's representative who is a librarian attends a meeting to consider a grievance, and that meeting takes place at the University's request during the scheduled worktime of the librarian(s), then reasonable release time shall be granted to the grievant and/or the grievant's



representative, provided that each such librarian has arranged his/her absence in advance and the work needs of the library do not require the librarian's presence during the time in question.

b. Professional, exempt librarians shall be allowed reasonable time to investigate and pursue grievances.

c. Any other time spent by grievants or their representatives in meetings relating to grievances, and all other time spent in investigation and preparation of a grievance, shall not be on pay status.

#### B. Step 1. Informal Resolution

1. As soon as practicable, the librarian shall discuss the grievance with his or her supervisor or designated campus official, when appropriate.

2. A UFL representative shall discuss with a designated campus official a matter which may become a union grievance in an attempt to resolve the matter.

3. Informal resolutions, although final, shall not be precedential under this Agreement.

4. An oral response shall be given in the course of the informal discussion or within ten (10) calendar days following the informal discussion.

5. If the complaint is not resolved through this informal discussion, the librarian or the UFL may file a written grievance at Step 2.

6. Attempts at informal resolution do not extend the thirty (30) calendar day time limit to file a written grievance at Step 2 unless an extension of the time limit has been agreed to as set forth in Section A.9.

7. Step 1 may be waived by written agreement between the grievant or the grievant's representative and the University. The University will respond to a request for a waiver within five (5) calendar days.

#### C. Step 2. Written Grievance

1. A grievant who has completed or waived Step 1 of this procedure may file a written grievance as set forth below:

a. A written grievance must be filed with the campus designated grievance office/officer listed in Appendix B on the grievance form provided by the University within thirty (30) calendar days from the date on which the librarian or the UFL knew or could be expected to know of the event or action which gave rise to the grievance, or, in the case of separation, within fifteen (15)

calendar days from the date of separation of the librarian from University employment. Any grievance which is filed out of compliance with these time limits is considered withdrawn by the grievant and/or the UFL, as applicable. Attempts at informal resolution (Step 1) do not extend these time limits, unless an extension has been agreed to as set forth in Section A.9.

b. The written grievance must contain the following information:

1) the specific Article(s) and Section(s) of the Agreement alleged to have been violated, misapplied, or misinterpreted;

2) the date(s) and nature of the action grieved and how it violated the above-described provision(s) of the Agreement;

3) how the grievant was adversely affected; and

4) the remedy requested.

2. Within thirty (30) calendar days of receipt of written grievance, the University shall convene a meeting of the parties attempt to resolve the grievance.

3. The University shall respond in writing within fifteen (15) calendar days after the meeting. Resolutions at this step, although final, shall not be precedential under this Agreement.

4. Settlements shall be implemented in accordance with the provisions of A.6. above.

5. If the grievance is not resolved, the grievant may seek further review in the manner described below in Section D.

6. Step 2, except for the filing of the written grievance in accordance with Section C.1.a. and b., may be waived by agreement of the parties.

#### D. Step 3. Appeal

1. If the grievance has not been resolved at Step 2, the grievant or the grievant's representative may file a written appeal to Step 3 with the campus designated grievance office/officer. The appeal must be filed within fifteen (15) calendar days from the date of mailing of the response at Step 2. If the University fails to convene a Step 2 meeting in accordance with C.2. above, the appeal must be filed within fifteen (15) calendar days of the expiration of the C.2. deadline. The appeal must state whether or not a meeting is requested.

2. The grievant and/or the grievant's representative and the University must present all known evidence and contentions relevant to the grievance at Step 3.

3. If the grievant or the grievant's representative or the campus designated grievance officer requests a meeting to discuss the merits of the grievance, one shall be conducted within fifteen (15) calendar days following receipt of the appeal to Step 3. The grievant or the grievant's representative shall be able to bring individuals to the meeting who have information to present about the grievance.

4. Settlements shall be implemented in accordance with the provisions of A.6. above.

5. Notification of the University's final decision will be as set forth below.

a. For grievances where the UFL represents the grievant:

1) If no Step 3 meeting has been requested, the University shall mail the written decision to the grievant and the grievant's representative within fifteen (15) calendar days following the date of filing of the appeal to Step 3. If a meeting has been requested, the University shall mail the written decision to the grievant and the grievant's representative within fifteen (15) calendar days following the meeting.

2) The University's decision shall become final within forty-five (45) calendar days following the mailing of the decision, unless within that time the UFL has appealed the decision to arbitration.

b. For grievances where the UFL does not represent the grievant:

1) If no Step 3 meeting has been requested, the University shall mail a copy of the grievance and decision to the grievant, the grievant's representative, and the UFL within fifteen (15) calendar days following the date of filing of the appeal to Step 3. If a meeting has been requested, the University shall mail a copy of the grievance and decision to the grievant, the grievant's representative, and the UFL within fifteen (15) calendar days following the meeting.

2) The University's decision shall become final within forty-five (45) calendar days following the mailing of the decision, unless within that time the UFL has appealed the decision to arbitration.

#### E. Sexual Harassment Complaint Resolution Procedure

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

## F. Access to Grievance Procedure

The University and the UFL agree that an allegation that a University action has violated a provision(s) of this Agreement and/or applicable section(s) of the Academic Personnel Manual identified in Appendix E will be processed in one forum only as follows:

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

a. Sexual Harassment Complaint Resolution Procedure (see Section E. above); and

b. The appeal procedure in Article XVII, Temporary Appointees, and Article XXIII, Corrective Action, and Dismissal.

2. Librarians covered by this Agreement have access to the alternative dispute resolution procedure in Appendix E solely for disputes alleging violations of applicable sections of Appendix E. (See Letter of Understanding.)

3. If a librarian alleges that an administrative act violates one or more sections of the APM (per Section F.2. above), and is also grievable under the provisions of this Article (per Section F.1. above) the grievance will

3. If a librarian alleges that an administrative act violates one or more sections of Appendix E (per Section F.2. above), and is also grievable under the provisions of this Article (per Section F.1. above) the grievance will be processed in accordance with the provisions of this Article.

## ARTICLE 25 ARBITRATION

### A. Appeal to Arbitration

1. An appeal to arbitration may be made only by the UC-AFTUC-AFT and only after the timely exhaustion of the Grievance Procedure, Article XXIV, of this Agreement. The written appeal to arbitration must be filed with the designee of the Office of Labor Relations of the Office of the President within forty-five (45) calendar days of the mailing of the final University decision to the UC-AFT (Article XXIV, Step 3). An appeal is considered filed on the date it is received by the designee in the Office of Labor Relations if delivered in person or on the date it is postmarked if delivered by mail. The written appeal must be signed by the UC-AFTUC-AFT President and/or the UC-AFTUC-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 UC-AFT representative who is responsible for the appeal to arbitration and to whom all correspondence is to be sent;
- c. a copy of the completed grievance form; and
- d. a statement setting forth the unresolved issue(s), the Articles of the Agreement alleged to have been violated, and the remedy requested.

2. Appeals to arbitration which are not filed within the above time limit and/or which do not contain the appropriate UC-AFT UC-AFT signature are ineligible for arbitration. If a grievance is not appealed to arbitration, the University's written Step 3 answer shall be final.

3. Absent resolution of the grievance during this time, the designee of the Office of Labor Relations of the Office of the President shall respond to the UC-AFT within twenty (20) calendar days of filing of the appeal to arbitration as defined in A.1. The University's response will include a Proof of Service, and the name and mailing address of the University's representative who is responsible for the appeal to arbitration and to whom all correspondence should be addressed.

#### B. When Arbitrability or Academic Judgment is at Issue

1. When practicable, the University shall inform the UC-AFT in writing of its intent to assert the issue of arbitrability, including an assertion that a matter involves academic judgment, prior to the selection of the arbitrator. The issue(s) of arbitrability and whether the matter involves academic judgment shall be resolved in a hearing prior to and separate from the hearing (if any) about the substantive facts and/or allegations in dispute, except as provided in B2., below. In the event an arbitrator, as a result of the arbitrability hearing referenced above, determines a matter to be arbitrable, s/he shall have no authority to decide the issues pursuant to the facts of the case unless the parties agree otherwise.

2. If, following the selection of the arbitrator, the University raises for the first time issue(s) of arbitrability a single hearing on the issue of arbitrability and the substantive facts will be held, unless the parties agree otherwise. If the arbitrator finds the grievance to be not arbitrable, the substantive facts of the case need not be heard and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed to the substantive issues raised.

#### C. Selection of Arbitrator

1. Within fifteen (15) calendar days of the mailing of the University's response to the UC-AFT's UC-AFT appeal to arbitration, the UC-AFT will contact the University's representative responsible for the appeal to arbitration to initiate the selection of an arbitrator. Failure to contact the University's representative within the established time frame will be considered a withdrawal of the appeal to arbitration.

2. If the parties cannot mutually agree on the selection of an arbitrator from the panel, the parties shall alternately strike one (1) name each from the list of panel members. Unless the parties agree otherwise, the party selecting first shall be determined by the flip of a coin. The last remaining name shall be designated as the arbitrator.

3. The selection of the arbitrator shall be accomplished no later than fifteen (15) calendar days from the date the UC-AFT contacts the University pursuant to C.1 above.

4. Upon selection of an arbitrator from the panel, the University, following consultation with the UC-AFT UC-AFT regarding hearing dates, will notify the arbitrator and request hearing date(s). The hearing date(s) shall be no earlier than twenty-one (21) calendar days from the arbitrator's agreement to hear the case. The University shall simultaneously send a letter of confirmation to the arbitrator and to the UC-AFT UC-AFT representative responsible for the appeal to arbitration.

5. The scheduling of the arbitration hearing date must be accomplished no later than ninety (90) calendar days from the date the grievance was originally appealed to arbitration. Should the parties be unable to agree on a hearing date, the authority to schedule the hearing rests with the arbitrator.

#### D. Expedited Arbitration

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

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

#### E. Arbitration Procedure

1. Prior to the arbitration hearing, the UC-AFT UC-AFTand the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible. When possible, the parties shall inform each other who shall be witnesses at least five (5) calendar days prior to the hearing.

2. During the arbitration proceeding the parties shall have an opportunity to examine and cross-examine witnesses under oath and to submit relevant evidence. The parties shall not seek to introduce new issues and allegations at the arbitration hearing which were not introduced during Step 3 of the Grievance Procedure, Article XXIV, 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 not have the authority to subpoena relevant witnesses or 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 UC-AFTto 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 UC-AFTshall 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, nor shall the arbitrator review any academic judgment. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University and its agents.

9. Where there is an issue of pay, benefits, or rights, if the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the librarian the pay, benefits, and/or rights lost as a result of a violation of the Agreement, less any compensation from any source recognized by law as appropriate to offset such a remedy. The decision and award of the arbitrator shall be final and binding upon the parties to this Agreement and the librarians in the bargaining unit. The University will not be liable for back wages or other monetary reimbursement for:

- a. any period of time during which an extension of time limits has been granted at the request of the UC-AFT;

- b. any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date, as agreed to in C.4., is rejected by the UC-AFT, or where it is set at the request of the University under the provisions of C.5.; and,

- c. any period of time greater than thirty (30) calendar days prior to the date the grievance was filed pursuant to Article XXIV. Grievance Procedure.

10. The arbitrator shall have the authority to determine whether the University has violated a procedure set forth in Article 4. However, in any grievance alleging a violation of Article 4, the arbitrator shall not have the authority to review any decision to:

- a. Initiate an academic review;

- b. Award or deny a merit increase;

- c. Award or deny a promotion;

- d. Award or withhold career status;

- e. Terminate a librarian following academic review.

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

11. The arbitrator's fees and the costs of transcripts requested by the arbitrator or both parties shall be borne equally by the parties. Costs for transcripts requested by only one party shall be borne by the requesting party.

12. A party who cancels or postpones an arbitration will be liable for any cancellation or postponement fees.

#### F. Time Limits



1. Deadlines which fall on days which are not business days at the appropriate location will be automatically extended to the next business day.

2. Any time limit herein may be extended by mutual agreement of the parties in advance of the expiration of that time limit. Such extension shall be confirmed in writing.

3. The parties agree to extend a time limit accordingly in the event that untimely mail delivery at any step of this procedure prevents the addressee from responding in a timely manner.

4. Written communications from the University as required in this Article will be accompanied by a Proof of Service, which will be completed by the person mailing or personally delivering the document. The date of the post-mark for materials that are sent via the United States Mail Proof of Service will establish the beginning of the time limit as set forth in this Article. For materials delivered by hand, the date of receipt will establish the beginning of the time limit as set forth in this Article.

#### G. Pay Status

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

#### H. Panel of Arbitrators

1. The parties agree that there will be a standing panel of thirteen (13) arbitrators to hear arbitration cases scheduled for hearing pursuant to the provisions of this Article.

2. If agreement cannot be reached on all thirteen (13) arbitrators, the remaining number needed to complete the panel will be selected alternately by the parties. The party selecting first shall be determined by the flip of a coin.

3. The procedure for modifying the panel shall be as follows:

a. Each party shall have the right to eliminate up to two (2) arbitrators from the panel once each calendar year. The party exercising this right shall notify the other party in writing of the name(s) of the arbitrator(s) to be stricken from the panel.

b. In replacing an arbitrator who has been eliminated, declined to participate, or who has resigned, or in adding an arbitrator to complete the panel, if the parties cannot agree on a replacement, the parties will exchange lists of nominations within sixty (60) calendar days. The parties shall alternately strike

names from the combined lists, with the party striking first determined by a flip of a coin. Any arbitrator eliminated under a. above may not be placed on the panel again.

4. The parties shall jointly send letters inviting arbitrators to serve on the panel. The invitations shall state that if they agree to participate, they will comply with the provisions of this Agreement.

## ARTICLE 28 WAIVER

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

B. This Memorandum of Understanding constitutes the entire Agreement between the parties. Nevertheless, the University and the UC-AFT agree that the academic policies identified in Appendix E, containing the policies which currently coincide with the Academic Personnel Manual sections referred to below, shall continue to apply to unit librarians for the duration of this Agreement.

i. APM §035-0a (Appendix E.I.)

ii. APM §140 (Appendix E.II.)

iii. APM §210-4 (Appendix E.III.)

iv. APM §360-4, 360-10, 360-17, (Appendix E. IV.)

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

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

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

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

## ARTICLE XXIX MEDICAL SEPARATION

A. Medical separation is a separation from employment when a librarian is unable to perform essential assigned functions satisfactorily, as determined by the University, because of any handicap or medical (including psychological) condition. A librarian who is medically separated is eligible for special reemployment procedures as set forth in Section H. below. Except by mutual consent, a librarian shall not be medically separated under this Article while on any authorized leave.

B. Except as provided in C. below, a medical separation shall be based on:

1. a statement describing the essential functions the librarian is not performing satisfactorily; and,

2. any medical, psychiatric or other pertinent information presented by the librarian, the medical examiner of the librarian, or the University.

C. A medical separation may be based on the receipt of long term disability payments from a retirement system to which the University contributes, such as UCRS or PERS.

D. The University shall pay the reasonable costs of any medical and/or psychiatric examinations requested by the University. When feasible, the University will present the librarian with a list of authorized medical practitioners from which the librarian shall

make a selection, unless the parties mutually agree to use a medical practitioner not on the list.

E. When the University intends to medically separate a librarian, the librarian shall be given written notice of the intent to separate for medical reasons. The notice shall:

1. be given to the librarian either by delivery of the notice to the librarian in person, or by mail with Proof of Service;
2. state the reason for the medical separation;
3. include copies of pertinent material considered, except that excluded by medical privilege or applicable statute;
4. state that the librarian or representative has the right to respond, and to whom, within ten (10) calendar days from the date of issuance of such notice intent, either orally or in writing, regarding the medical separation; and
5. state the proposed effective date of the action, which shall be no earlier than thirty (30) calendar days from the date of this notice.

F. Upon written request of the librarian, the University will request that copies of medical records from the University appointed medical examiner be forwarded to the physician of record or choice of the librarian.

G. If the University determines that a medical separation is appropriate and that no reasonable accommodation can be made, the librarian will be given written notice of the medical separation. The notice shall:

1. specify the effective date of the medical separation;
2. state the reasons for the medical separation;
3. provide a description of any reasonable accommodations considered and why these have not enabled the librarian to perform essential assigned functions satisfactorily; and
4. state the right of the librarian to grieve the action under Articles XXIV. Grievance Procedure and XXV. Arbitration of this Agreement.

H. For a period of one year following the date of a medical separation, a medically separated librarian may be selected for a position within the unit without the requirement that the position be publicized. In order to be eligible for rehire under this Article, the medically separated librarian must provide a medical certification from a University approved medical physician describing in detail the medically separated librarian's ability to return to work. However, if the medically separated librarian is receiving disability

benefits from a retirement system to which the University contributes, the eligibility period shall be three (3) years from the date the disability benefits commenced. If a librarian separated under this Article is reemployed in the unit within the allowed period, neither a break in service nor loss of career status shall occur.

## ARTICLE 30 DURATION OF AGREEMENT

A. The terms and conditions of this Agreement shall remain in full force and effect until June 30, 2003.

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

C. Written proposals for a successor Agreement shall be exchanged by the University and the UC-AFT no later than February 1, 2003.

### D. Reopener Bargaining

1. The UC-AFT shall have the right to reopen the Salary Article for purposes of meeting and conferring in 2001 and 2002.

2. In either year that the UC-AFT wishes to bargain over salary, the UC-AFT shall submit its proposals to the University no later than April 16th. If the UC-AFT submits a timely demand to reopen Salary, reopener bargaining shall begin no later than May 15th. To the extent, the UC-AFT opts not to reopen Salary in either year, the parties shall be deemed to have agreed upon sections E and F of Article 12 Salary with respect to that year.

## APPENDIX E

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

1. Consistent with the provisions of applicable State and Federal law, it is the policy of the University not to discriminate against or harass any person employed by or seeking employment with the University because of race, color, national origin, religion, sex, physical or mental disability, medical condition (cancer-related), ancestry, marital status, or age. The University also prohibits unlawful discrimination on the basis of

sexual orientation, status as a Vietnam-era veteran or special disabled veteran, or on the basis of citizenship.

## B. Sexual Harassment

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

### 2. Complaints

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

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

### 2. Policy

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

## B. Scope/Definition

A complaint is defined as:

1. a complaint/appeal by a bargaining unit librarian that a specific administrative act was arbitrary or capricious and adversely affects the librarian's existing terms or conditions of employment; or

2. a claim by a bargaining unit librarian of a violation of a provision of applicable University rules, regulations, or the policies contained in Appendix E which adversely affects the librarian's existing terms or conditions of employment.

## C. Eligibility

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

## D. Standards/Procedures

An administrator or office shall be designated as the complaint resolution liaison.

### 1. Filing Deadline

The formal complaint described in Step II, below, must be filed in writing with the complaint resolution liaison within thirty (30) calendar days from the date on which the librarian knew, or could reasonably be expected to know, of the event or action which gave rise to the complaint, or within thirty (30) calendar days after the date of separation, whichever is earlier. Informal review does not extend this thirty-day time limit.

### 2. Step I. Informal Review

a. Prior to filing a formal complaint, the complainant shall attempt informally to resolve the complaint with the immediate supervisor or responsible administrator whose action is being grieved. If the complaint cannot be resolved through informal discussion, the complainant may pursue the formal review process. Attempts at informal resolution do not extend the time limits for filing a formal complaint unless a written exception is granted by the complaint resolution liaison.

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

### 3. Step II. Formal Review

a. A complaint that is not resolved to the satisfaction of the complainant at Step I may be presented by the complainant for formal review. The appeal to Step II must be filed in writing with the complaint resolution liaison no later than expiration of the thirty (30) calendar-day period specified in section a., above, even if informal review has not been concluded, unless a written exception is granted by the complaint resolution liaison.

b. The complaint shall be reviewed by the appropriate department head and a written response issued to the complainant. If the department head is also the immediate supervisor who was involved in the informal review, the complaint shall be reviewed by someone at a higher administrative level other than the immediate supervisor.

c. The complaint must:

- 1) identify the specific administrative act(s) to be reviewed;
- 2) specify how the complainant was adversely affected;

3) specify in what regard, if any, the administrative act(s) were arbitrary or capricious;

4) list the section(s) and specific provision(s) of applicable University rules, regulations, or policies listed in Appendix E alleged to have been violated, if any, and how those provisions were violated;

5) provide date(s) of attempts at informal resolution and identity of persons contacted; and

6) specify the remedy requested.

d. The department head or other reviewer shall respond in writing to the complainant within fifteen (15) calendar days after the date the formal complaint is received by the department.

a. A complaint that is not resolved at Step II may be appealed for resolution at Step III a. or Step III b., but not both, depending on the issue(s) of the complaint. The complaint resolution liaison shall determine whether Step III a. or Step III b. is the appropriate route as specified below.

#### 4. Step III. Administrative or Hearing Consideration

##### a. Step III a. Administrative Consideration

1). A complaint that is not resolved at Step II and is not subject to a hearing under the provisions of Step III b., may be appealed by the complainant for higher administrative consideration/review. The designated campus official will review and issue a written decision.

2) The appeal to Step III a. must be in writing and received by the complaint resolution liaison for forwarding to the designated campus official within ten (10) calendar days of the date the Step II response was issued or due, whichever comes first. The appeal must specify the unresolved issues(s) and the remedy requested. The designated campus official shall provide a written decision to the complainant within thirty (30) calendar days following receipt of the appeal to Step III a.

##### b. Step III b. Hearing Consideration

1) A complaint that is not resolved at Step II, and which is subject to a hearing under this section, may be appealed by the complainant to a hearing before a hearing officer or committee.



2) The appeal to Step III b. must be received by the complaint resolution liaison within ten (10) calendar days of the date the Step II response was issued or due, whichever comes first. The appeal shall be submitted in writing to the complaint resolution liaison and must set forth the unresolved issue(s) and remedy requested.

#### 1. Eligibility and Scope of Step III b

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

Nondiscrimination (formerly APM 035-0a)

Personnel Records/Privacy (formerly APM 160)

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

#### E. Conduct of Hearing

Hearings shall be conducted in accordance with the following standards.

##### 1. Election of Hearing Officer or Hearing Committee.

a. The complainant may elect that the complaint be heard by:

- 1.1) a University hearing officer,
- 2.2) a University hearing committee, or
- 3.3) a non-University hearing officer.

b. Election by the complainant shall be in writing and shall be final.

c. The designated campus official shall appoint the University hearing officer or University hearing committee.

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

##### 2. Hearing

a. The hearing officer or hearing committee shall convene a hearing in which each party shall have the opportunity to present evidence and cross-

examine witnesses. Evidence may be oral and/or documentary. Issues regarding the admissibility and weight of evidence shall be decided by the hearing officer or hearing committee. The hearing officer or hearing committee shall not have the authority to issue subpoenas.

b. Each party shall, upon request, provide the other with copies of material to be introduced at the hearing and names of witnesses who will testify on the party's behalf. To the extent possible, such materials and names of witnesses shall be exchanged at least ten (10) calendar days prior to the hearing.

c. The hearing shall be closed and deemed confidential, unless both parties agree in writing to an open hearing. In the absence of such an agreement, the hearing shall be closed to all persons other than the principal parties to the complaint, i.e., the supervisor or department head, their representative, the complainant, complainant's representative, and the complaint resolution liaison.

d. If there is to be a closed hearing, all materials, reports, and other evidence introduced into the hearing and recorded by tape recorder, stenographic services, or by other means shall be considered private and confidential and subsequently shall not be disclosed to parties not participating in the hearing.

e. The hearing shall be tape recorded by the University unless the parties agree in advance to share the costs of a stenographic record. The complainant shall be permitted to arrange for a stenographic record at the complainant's expense even if the University does not agree to share the cost. The parties should be made aware of the use of the recording and disposition of the tape. The complainant may procure a copy of the recording subject to payment of the cost of a copy of the tape.

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

a. The hearing officer or hearing committee shall provide the designated campus official with a written statement of findings and recommendation(s) within thirty (30) calendar days of the close of the hearing. The hearing officer or hearing committee shall determine whether the complainant has proven violation(s) of applicable University rules, regulations, or policies listed in Appendix E and that the complainant's tenure or conditions of employment were adversely affected, or that a specific administrative act was arbitrary or capricious and has adversely affected the complainant's terms or conditions of employment. The hearing officer or hearing committee shall make findings of fact based upon the evidence presented at the hearing. The hearing committee or hearing officer shall not add to, delete from, or otherwise modify the provisions of University rules, regulations, or policies listed in Appendix E.

b. The hearing committee or hearing officer shall not substitute their judgment for the academic judgment of a peer review committee or administrative officer, nor shall they be empowered to evaluate the academic qualifications or competence of bargaining unit librarians.

c. The designated campus official shall issue a final written decision within thirty (30) calendar days of receipt of the findings and recommendation(s) of the hearing officer or hearing committee. The designated campus official shall provide to the complainant a copy of the findings and recommendation(s) of the hearing officer or hearing committee, and a statement of the reasons if the recommendation(s) of the hearing officer or hearing committee is rejected or modified. If a decision is based on facts different from those found by the hearing officer or hearing committee, those findings must be based on materials in the record.

#### 4. Fees

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

#### 5. General Provisions

##### a. Representation

1) A complainant may be self-represented or may be represented by another person at any stage of the complaint process.

2) The University shall be represented as the designated campus official deems appropriate; representation may be provided by the Office of General Counsel.

##### b. Time Limits

1) Prior to expiration of a time limit, extensions may be granted by the complaint resolution liaison upon written request by either party.

2) Complaints not appealed in a timely manner will be resolved on the basis of the University's response at the previous step of the alternative dispute resolution process. The failure of the administration to respond in a timely manner shall be a basis for the complainant to appeal to the next

step. Time limits which fall on a Saturday, Sunday, or University-observed holiday shall be automatically extended to the next University business day.

c. Pay Status

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

d. Remedy

If the complaint is sustained in whole or in part, the remedy shall not exceed restoring to the complainant the pay, benefits, or rights lost as a result of the violation of University rules, regulations, or policies listed in Appendix E, or as a result of an arbitrary or capricious administrative action, less any income earned from any other employment. Payment of attorney's fees shall not be part of the remedy. Unless specifically authorized by the complaint resolution liaison, compensation shall not be paid for any period that is the result of extension(s) of time requested by or on behalf of the complainant.

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

A. Criteria

1. Appointments

a. A candidate for appointment to this series shall normally be required to have a professional degree from a library school with a program accredited by the American Library Association. However, a person with other appropriate degree(s) or equivalent experience in one or more fields relevant to library services may also be appointed to this series.

b. Selection of an individual to be appointed to the rank of Assistant Librarian is based upon the requirements of the position with due attention to the candidate's demonstrated competence, knowledge and experience. A person appointed as Assistant Librarian without previous professional library experience should normally be appointed at Step I. A person who has had previous experience relevant to the position may be appointed to one of the higher salary levels in this rank, depending on the candidate's aptitude, the extent of prior experience, and/or the requirements of the position.

c. A candidate with extensive previous relevant experience and superior qualifications who is being considered for a highly demanding and responsible position should be appointed to one of the two higher ranks in the series. The criteria for the appointment to either of these levels will be the same as those for promotion as outlined below.

#### 1. Merit Increases and Promotions

a. At the time of original appointment to a title in this series, each appointee shall be informed that continuation or advancement is justified only by demonstrated skills and achievement which will be determined after objective and thorough review. If, on the basis of a review, the individual does not meet the criteria for continuation or advancement, there is no obligation on the part of the University to continue or to promote. On the other hand, accelerated promotion is possible if achievement has been exceptional. An appointee will be eligible for promotion only if there are demonstrated superior professional skills and achievement. For some, promotion may involve a position change; for others, promotion may not necessarily involve position change but will depend upon increased responsibility as well as growing competence and contribution in the same position. The assumption of administrative responsibilities is not a necessary condition for promotion.

b. A candidate for merit increase or promotion in this series shall be judged on the basis of professional competence and quality of service rendered within the library and, to the extent they are relevant, one or more of the following: professional activity outside the library; University and public service; and research and other creative activity.

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

##### 1) Professional Competence and Quality of Service Within the Library

a) Although contribution in each of the following areas will vary considerably from person to person depending on each person's primary functions as a librarian, performance and potential shall be reviewed and evaluated in any or all of the five major areas of librarianship: selection and development of resources; bibliographic control of collections and their organization for use; reference and advisory service; development and application of specialized information systems; and library administration and management. Additionally, librarians should be judged on consistency of performance, grasp of library methods,

command of their subjects, continued growth in their fields, judgment, leadership, originality, ability to work effectively with others, and ability to relate their functions to the more general goals of the library and the University.

b) Evidence of effective service may include the opinions of professional colleagues, particularly those who work closely or continuously with the appointee; the opinions of faculty members, students, or other members of the University community as to the quality of a collection developed, for example, or the technical or public service provided by the candidate; the opinions of librarians outside the University who function in the same specialty as the candidate; the effectiveness of the techniques applied or procedures developed by the candidate; and relevant additional educational achievement, including programs improvement of language or subject knowledge.

## 2) Professional Activity Outside the Library

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

## 3) University and Public Service

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

## 4) Research and Other Creative Activity

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

if they present new ideas or incorporate research; otherwise, they should be regarded solely as evidence of professional service.

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

##### A. Definition

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

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

##### B. Criteria

1. A candidate for appointment shall have a professional background of competence, knowledge, and experience to assure suitability for appointment to this series. Such background will normally include a professional degree from a library school with a program accredited by the American Library Association. However, a person with other appropriate degree(s) or equivalent experience in one or more fields relevant to library services may also be appointed to this series.

2. A candidate for merit increase or promotion in this series shall be judged on the basis of the first of the following criteria, and, to the extent they are relevant, on one or more of the last three:

- a. professional competence and quality of service within the library;
- b. professional activity outside the library;
- c. University and public service; and
- d. research and other creative activity.

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

3. Promotion shall be justified by demonstrated superior professional skills and achievement and, in addition, demonstrated professional growth and accomplishment and/or the assumption of increased responsibility. The assumption of administrative responsibility is not a necessary condition for promotion.

#### C. Terms of Service

1. An appointment in this series may be an explicitly temporary appointment, a potential career appointment, or a career appointment, depending on the circumstances as described below. However, an initial appointment to a title at any rank in this series may only be a temporary appointment or a potential career appointment.

2. A potential career appointment is distinguished from an explicitly temporary appointment by the fact that no definite date of termination of the appointment is specified and by the fact that the appointee is regarded as one who may qualify, after a suitable trial period and careful review, for a continuing career appointment.

1. Potential career appointees in the librarian series are eligible for career status, merit increases, and promotion through the ranks from Assistant Librarian to Librarian. Temporary appointees are eligible for merit increases on the same bases as potential career and career status appointees.

2. The status of career appointment is achieved only after a trial period in potential career status. The process by which one achieves career status is described subsequently.

3. The following principles and procedures shall be applied to appointments, promotions, and terminations of potential career or career appointees:

a. An individual holding the rank of Assistant Librarian and whose appointment is not explicitly temporary is considered to be in potential career status for the period of the appointment in this rank. During potential career status, the individual shall be subject to periodic reviews of performance, professional competence, achievement, and promise. If, after such reviews, the appointee is promoted from the rank of Assistant Librarian to higher rank in this series, the individual is thereby moved to career status. On the other hand, an Assistant Librarian is subject to termination after due notice if, after thorough review and a reasonable trial period (not more than six years), he or she is not deemed worthy of further advancement.

b. An individual whose initial appointment in this series is to the rank of Associate Librarian and whose appointment is not explicitly temporary is considered to be in potential career status for a trial period of not more than four years and not less than two years in the rank, unless promoted sooner to the rank of Librarian. During potential career status,



the individual shall be subject to periodic review of performance, professional competence, achievement, and promise. The trial period will be brought to a close with one of three decisions made after appropriate review as specified in campus peer review procedures: place the appointee in career status with the rank of Associate Librarian; promote to the rank of Librarian with career status; or terminate the appointment after due notice.

c. An individual who is promoted from career status as an Associate Librarian to the rank of Librarian is thereby continued in career status. However, there is no obligation on the part of the University to promote an Associate Librarian to the rank of Librarian solely on the basis of years of service.

d. An individual whose initial appointment in this series is to the rank of Librarian and whose appointment is not explicitly temporary is considered to be a potential career appointee for a trial period of not more than three years and not less than two years in rank. During potential career status, the individual shall be subject to periodic reviews of performance, professional competence, achievement, and promise. The trial period will be brought to a close with one of two decisions made after appropriate review as specified in campus peer review procedures: place the appointee in career status with the rank of Librarian; or terminate the appointment after due notice.

e. An appointee in career status either as an Associate Librarian or as a Librarian, having successfully passed the trial period of service in either one of the ranks or having been promoted to one of these ranks from a lower rank, is expected to continue to perform the duties of the position at a satisfactorily high standard. Reviews of the appointee will be conducted at regular intervals to determine if a merit increase or promotion is indicated. If there is reason to doubt that the career appointee is performing satisfactorily, a review of the appointee to coincide with a regularly scheduled review will be conducted. If such a review does not coincide with a regularly scheduled review, a review not at a regular interval or an off-cycle review will be conducted in accordance with established campus review procedures; and if this review results in an unfavorable evaluation, the appointee may be subject to termination after due notice. Otherwise, the appointment will be continued. The appeals procedures in Appendix E,II., are available as a protection against arbitrary, capricious, or unreasonable termination.

f. In the event of an intercampus transfer, the following provisions shall apply to the status of potential career and career appointees: the normal period of potential career status shall not be lengthened as a result of an intercampus transfer; career status acquired on one campus shall be

continued upon transfer to another campus; and promotion in rank at the time of an intercampus transfer shall confer career status.

6. The effective date of an appointment is the initial date of the change for purposes of payroll and record keeping and indicates the first day on which the payment begins for appointments. The effective date of merit increases and promotions will normally be July 1, although exceptions may be approved by the designated campus official.

7. The following rules of computation will be observed for determining periods of service at ranks and steps in this series.

a. A period of service is calculated from the beginning of the first complete calendar month of service.

b. A fiscal-year appointee with an effective date of appointment in the period of July 1 through January 1 will receive one year of service credit for that year at rank and step.

c. A fiscal-year appointee with an effective date of appointment in the period January 2 through June 30 will not receive service credit for that year.

d. Completed years of service will be counted regardless of the percentage of time of appointment.

e. Any break in service because of leave without salary, layoff, or resignation does not invalidate service prior to the interruption.

f. Service on any campus of the University of California is included, although for statistical purposes an intercampus transfer is considered an appointment at the new campus.

g. Any leave with salary is included as service, but leave without salary is not included for purposes of determining completed years of service.

h. For purposes of review, an appointee must have worked at least six (6) months of the period under review. A period under review may be a calendar year or other 12-month period or multiple thereof, in accordance with the review cycles defined in Article 4. [e.g., an appointee with an effective date of appointment in the period January 2 - June 30 and a period of review based on the calendar year could be reviewed at the next review period, depending on the rank and step of appointment.]

i. A temporary appointee whose appointment continues into a new fiscal year will be reviewed according to the review cycles defined in Article 4 and the guidelines established in Appendix E, IV.

**LIBRARIAN SERIES  
FISCAL YEAR**

**OCTOBER 1, 1999 AND JULY 1, 2000 SCALES**

**CURRENT SCALE (SCALE 1)\***

**NEW SCALE (SCALE 2)\*\***

<u>Rank</u>	<u>Step</u>	<u>Years at Step</u>	<u>10/1/99 Monthly</u>	<u>10/1/99 Annual</u>	<u>7/1/00 Annual</u>	<u>7/1/00 Monthly</u>	<u>Years at Step</u>	<u>Step</u>	<u>Rank</u>
<b>Assistant Librarian</b>	I	1	2,745	32,940					
	II	1	2,867	34,404					
	III	1	3,023	36,276	36,276	3,023	2	I	<b>Assistant Librarian</b>
	IV	1	3,176	38,112	38,808	3,234	2	II	<b>Librarian</b>
	V	1	3,354	40,248	41,532	3,461	2	III	
	VI	1	3,513	42,156					
<b>Associate Librarian</b>	I	1	3,354	40,248	41,532	3,461	2	I	<b>Associate Librarian</b>
	II	1	3,513	42,156	44,448	3,704	2	II	<b>Librarian</b>
	III	2	3,683	44,196	47,556	3,963	2	III	
	IV	2	3,909	47,268	50,832	4,236	2	IV	
	V	2	4,210	50,520	54,348	4,529	2	V	
	VI	2	4,509	54,108	58,092	4,841	2	VI	
	VII	2	4,832	57,984	61,960	5,165	3	VII	
		or ---						or ---	
<b>Librarian</b>	I	2	4,509	54,108	61,960	5,165	3	I	<b>Librarian</b>
	II	2	4,832	57,984	68,112	5,676	3	II	
	III	3	5,154	61,848	74,244	6,187	3	III	
	IV	---	5,676	68,112	80,400	6,700	3	IV	
	V	---	6,253	75,036	86,676	7,223	---	V	
					93,168	7,764	---	VI	
					99,972	8,331	---	VII	

→ Arrow showing possible moves after next merit review if merit increase granted

■ = Overlap Step

LIBRARIAN SERIES  
FISCAL YEAR  
OCTOBER 1, 1999 AND JULY 1, 2000 SCALES

CURRENT SCALE (SCALE 1)*					NEW SCALE (SCALE 2)**					
Rank	Step	Years at Step	10/1/99 Monthly	10/1/99 Annual	7/1/00 Annual	7/1/00 Monthly	Years at Step	Step	Rank	
Assistant Librarian	I	1	2,745	32,940						
	II	1	2,867	34,404						
	III	1	3,023	36,276	36,276	3,023	2	I	Assistant Librarian	
	IV	1	3,176	38,112	38,808	3,234	2	II		
	V	1	3,354	40,248	41,532	3,461	2	III		
VI	1	3,513	42,156							
Associate Librarian	I	1	3,354	40,248	41,532	3,461	2	I	Associate Librarian	
	II	1	3,513	42,156	44,448	3,704	2	II		
	III	2	3,683	44,196	47,556	3,963	2	III		
	IV	2	3,939	47,268	50,832	4,236	2	IV		
	V	2	4,210	50,520	54,348	4,529	2	V		
	VI	2	4,509	54,108	58,092	4,841	2	VI		
	VII	2	4,832	57,984	61,980	5,165	3	VII		
	or ---							or ---		
Librarian	I	2	4,509	54,108	61,980	5,165	3	I	Librarian	
	II	2	4,832	57,984	68,112	5,676	3	II		
	III	3	5,154	61,848	74,244	6,187	3	III		
	IV	---	5,676	68,112	80,400	6,700	3	IV		
	V	---	6,253	75,036	86,676	7,223	---	V		
				93,168	7,764	---	VI			
				99,972	8,331	---	VII			

→ Arrow showing possible moves after next merit review if merit increase granted

--- Overlap Step