

ARTICLE 1 RECOGNITION

- A. The University recognizes the UC-AFT as the exclusive bargaining agent for matters in the scope of representation for all librarians in the PERB-certified unit (SF-HR-17) at the University of California Berkeley, Davis, Irvine, Los Angeles, Merced, Riverside, San Diego, San Francisco, Santa Barbara, Santa Cruz campuses, and the Office of the President, excluding employees designated as managerial, supervisory, and confidential and excluding all University of California student employees whose employment is contingent upon their status as students.
- B. The recognized unit may be modified by agreement of the parties pursuant to the rules and regulations of the Public Employment Relations Board. Any approved modification automatically becomes part of this Agreement.
- C. The terms "librarian" or "librarians" in this Agreement, whether specifically stated or not when used, shall refer to librarians who are in the bargaining unit covered by this Agreement. The University recognizes librarians as academic employees.
- D. Any new librarian title shall be subject to ~~meeting and conferring~~ a meet and discuss obligation in order to determine bargaining unit status. If the University proposes to move an individual or a position in the Librarian Series in or out of the bargaining unit, it shall give notice of such action to the UC-AFT and, upon request, will meet and discuss ~~meet and confer~~ concerning the impact of the action. If the University proposes to create a new position in the bargaining unit, it shall give notice to the UC-AFT and, upon request, will ~~meet and confer concerning~~ meet and discuss the impact of the action. If the parties are unable to agree, either party may pursue PERB procedures. Both parties preserve their right to pursue PERB procedures should they need to do so.
- E. The University's obligation to meet and discuss under Section D above, shall not delay the University's ability to move an individual or a position in the Librarian Series in or out of the bargaining unit or the University's ability to place a new position in the bargaining unit.
- F. ~~If the University proposes to create a new position in the Librarian Series outside the bargaining unit, it shall give notice to the UC-AFT.~~
- G. The unit shall INCLUDE:

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

University Proposal #1
LX – Article 1 – Recognition
December 3, 2007
Page 2 of 2

3621	Assistant Librarian - Potential Career Status
3622	Assistant Librarian - Temporary Status
3630	Hourly Intermittent Librarian

H. The unit shall EXCLUDE:

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

ARTICLE 2 NONDISCRIMINATION

I. General Provisions

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

II. Affirmative Action and Nondiscrimination in Employment

A. Consistent with the provisions of applicable State and Federal law, it is the policy of the University not to discriminate against or harass any person employed by or seeking employment with the University because of race, color, national origin, religion, sex, physical or mental disability, medical condition, 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.

**ARTICLE 3
PROFESSIONAL ACTIVITIES AND DEVELOPMENT**

- A.** Librarians are required to devote their time and energies to service on behalf of the University. Certain commitments established by the University will involve specific schedules and obligations that shall be met by the librarian. There shall be reasonable flexibility and reasonable individual discretion for librarians in the use of University time so that they may function as academic appointees of the University of California. Choice of other activities such as study, writing, research, public service, and requests to attend workshops, institutes, and conferences, as well as the choice of professional organizations in which to be active, are left to the discretion of the individual librarian. Decisions regarding the 1) allocation of University funds to librarians for study, writing, research, public service and other professional development activities and 2) the provision of leave to attend professional meetings, conferences, seminars and/or workshops are not grievable or arbitrable.
- B.** The University shall provide funding and opportunities for research and other professional development activities. Other professional development activities include creative activities, professional meetings, conferences, seminars, and workshops. Such funding and opportunities shall be allocated and distributed on a competitive basis at the campus level in accordance with procedures that are established at each campus ~~the established procedures~~. The mix of funding between research and other professional development activities may fluctuate from year to year according to individual campus needs.
- C.** Grant proposals other than those supported by funds described in Section D. and E. of this Article which designate a librarian as Principal Investigator are subject to approval at the sole discretion of the University, in accordance with Contracts and Grants Policy.
- D.** ~~The University of California shall allocate \$250,950 for 2005 and \$269,056 for 2006 per year in various campus amounts for members of the unit to use for research, creative activities, professional meetings, conferences, seminars, and workshops. These funds shall be a minimum amount and shall not preclude the allocation of additional funds at the discretion of the University. Such additional funds shall be distributed through the same procedures as the funds agreed to in this paragraph. In accordance with procedures established by the University, the following amounts will be allocated for members of the unit to use for research, creative activities, professional meetings, conferences, seminars and workshops.~~

The campus allocations will be as follows:

	<u>2005</u>	<u>2006</u>
Berkeley	\$53,540	\$55,876
Davis	26,160	27,170
Irvine	23,040	23,930
Los Angeles	63,870	69,263
Merced	-2,500	5,000

Riverside	20,540	21,330
San Diego	21,800	24,557
San Francisco	6,500	6,750
Santa Barbara	18,050	18,740
Santa Cruz	14,950	16,440

These funds shall be a minimum amount and shall not preclude the allocation of additional funds at the discretion of the University.

- E. A special University-wide research fund of up to \$24,300 shall be allocated by the Office of the President and distributed in accordance with ~~the established~~ procedures established by the University. This fund may be used to support research involving more than one campus, joint support with one or more campuses of a research project, and other similar research ventures such as individual research projects which cannot be funded at the campus level.
- F. Any encumbered balances in the campus funds or the University-wide research fund will be carried over into the next fiscal year. For the purpose of this Article encumbered funds are funds for which a commitment has been made to an individual.
- G. ~~Should the number of librarians increase because of ongoing discussions between the parties regarding the unit status of librarians, the amounts in the campus funds and the University-wide research fund will be adjusted accordingly.~~
- H. Nothing in this Article shall preclude librarians from applying for and receiving funding from other sources. Such awards shall not affect their eligibility for awards from the funds established in this Article.
- I. In any grievance alleging a violation of this Article, the Arbitrator shall have no authority to review or modify the University's decision to provide funds and/or the amount of the funds to a particular Librarian for professional development.

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

A. RESPONSIBILITY

1. A review committee shall ~~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. The designated University official will appoint the members of the review committee from a list of nominations provided by the UC-AFT. Appointees holding titles in the series shall compose at least half of the membership of the review committee.~~
2. When the designated University official determines the need for an ad hoc review committee, ~~local campus procedures~~ the designated University official shall provide for the nomination of members of ad hoc review committees to advise in the academic review of members of this series.

B. DEFINITIONS

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

C. PROCEDURES

The following provisions shall apply:

1. The performance of each appointee shall be reviewed periodically and the review shall include participation by a review committee.
 - a. ~~On the current salary scale, the normal intervals for academic reviews of incumbents in the librarian series are every year in the Assistant Librarian rank; every year in the first two steps of the Associate Librarian rank; every two years beginning with Step III of the Associate Librarian rank through Step II of the Librarian rank (following the initial two year review at Associate Librarian Step VII, the Associate Librarian Step VII shall be subject to subsequent reviews every three years); every three years beginning with Step III of the Librarian rank through Step V of the Librarian rank. Service at Associate Librarian Step VII and Librarian Step IV may be of indefinite duration. However, reviews must be conducted at least every three years at these steps unless an individual or review initiator requests an earlier review. Upon ratification of the agreement~~

reached between the parties during the 2008 successor negotiations, salary steps will be replaced by salary ranges. An abbreviated evaluation will replace the current review process for all reviews other than a review for career status, promotion to a higher rank within the series, distinguished status, and an accelerated 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. The normal intervals for academic review of incumbents in the librarian series are every two years in the Assistant Librarian rank, every two years at the Associate Librarian rank, and every three years in the Librarian rank. Service at the maximum of the Associate rank may be of indefinite duration, however reviews must be conducted at least every three years when an incumbent reaches the top of the range, unless an individual or a review initiator requests an earlier review.~~
The normal intervals for academic review of incumbents in the librarian series are every two years in the Assistant Librarian rank, every two years at the Associate Librarian rank, and every three years in the Librarian rank. Service at the maximum of the Associate rank may be of indefinite duration, however reviews must be conducted at least every three years when an incumbent reaches the top of the range, unless an individual or a review initiator requests an earlier review.
 - c. All salary increase dollars will be pooled together each year and distributed as follows to librarians in the unit: 25% will be used for COLA adjustments every year and 75% will be used for merit increases. Merit increase amounts will be awarded at the sole discretion of the University.
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~~ procedures 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~~ in the procedures. 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 that will be established by the University.
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 full academic review file shall be prepared for each candidate who is being considered for a ~~merit increase~~, promotion, accelerated review, distinguished status, or career status action. The review initiator is responsible for preparing the candidate's review file, which consists of the review initiator's letter of recommendation together with pertinent additional letters, if any, including those letters solicited from individuals as provided for in 8. above, and required documents.

The review initiator's letter of recommendation, without disclosing the identities of sources of confidential documents, shall discuss the proposed personnel action in light of the criteria and substantiated by supporting evidence contained in the file. The letter of recommendation shall provide a comprehensive assessment of the candidate's qualifications, together with detailed evidence to support the evaluation, including an up-to-date biography and bibliography. The letter may also present a report of consultation with appropriate members of the professional library staff and others in a position to evaluate performance and may include any dissenting opinions.

10. Before forwarding the academic review file to the next level of review, the review initiator shall provide the candidate an opportunity to inspect all documents to be included in the review file other than confidential academic review records as defined in Article 5, Personnel Files. A copy of the review initiator's letter of recommendation shall be provided to the candidate.
11. The University shall provide to the candidate, upon written request, a redacted copy of the confidential documents included in the record.
12. The candidate may submit for inclusion in the record a written statement in response to or commenting upon material in the file.
13. Upon completion of the procedures described above, a statement shall be signed by the candidate certifying that the prescribed procedures have been followed. A documentation checklist listing the contents of the review file shall also be signed by the candidate. The certification statement and the documentation checklist shall be included in the review file.
14. Decisions and recommendations of the review committee(s) shall be based solely upon material within the review packet.
15. If, during subsequent review of a recommendation, the review file is found to be incomplete or inadequate by the reviewer or review committee, additional information shall be solicited through the designated University official who will inform the candidate that such new material is being added to the review file. The candidate shall have access to all non-confidential material added to the file and upon request, a redacted copy of the confidential documents shall be provided to the candidate. The candidate shall also be provided the opportunity to submit a written statement in response to the additions to the review file. The review shall then be based upon the personnel review file as augmented.
16. No documentation other than the recommendation(s) of the review committee(s) may be added to the review file without annotation of the certification statement and the documentation checklist.
17. The review file shall be referred to a review committee. On the basis of all evidence in the review file including the report from an ad hoc review committee,

if any, the review committee will submit a comprehensive report and recommendation for action to the designated University official.

- a. In conducting its review and arriving at its recommendation concerning a candidate, each review committee shall be guided by the criteria.
 - b. The report of the review committee(s) shall be submitted to the University's deciding officer.
 - c. The deliberations and recommendations of the review committees are to be strictly confidential.
18. ~~In cases of promotion, conferral of career status, or recommendation for termination of appointment, if the preliminary assessment of the University's deciding officer is contrary to the recommendations of the review committee, the University's deciding officer shall notify that committee with respect to the assessment. The review committee shall be given the opportunity for further comment before the final decision is made.~~
19. In a case of promotion, conferral of career status or recommendation for termination of appointment, if the University's deciding officer's preliminary assessment is to terminate appointment or not to confer career status, the candidate shall be notified of the opportunity to request access to records in the academic review file, subject to Article 5, Personnel Files. The candidate and review initiator shall then have the opportunity to respond in writing and to provide additional information and documentation.
20. The designated University official shall inform the candidate in writing of the final administrative decision. Upon request, a candidate may receive, from the University's deciding officer, a written statement of the reasons for his/her decision and, if requested, a redacted copy of the confidential documents in the academic review file. Such a statement shall not disclose the identities of persons who were sources of confidential documents.
21. The arbitrator shall have the authority to determine whether the University has violated a procedure set forth herein. However, in any grievance alleging a violation of this Article, the arbitrator shall not have the authority to review any decision to:
- a. Initiate an academic review;
 - b. Award or deny a merit increase;
 - c. Award or deny a promotion;
 - d. Award or withhold career status;
 - e. Terminate a librarian following academic review.

If the arbitrator finds that the alleged violation had a material, negative impact on the outcome of the review, the arbitrator's remedy shall be limited to directing the

University Proposal #1

LX – Article 4 – Process for Merit Increase, Promotion, and Career Status

December 3, 2007

Page 6 of 6

University to repeat, to the extent practicable, the review process from the point at which the violation occurred. Any repeat procedure remedy may include the formation of a new review committee.

ARTICLE 12 SALARY

A. GENERAL RANGE ADJUSTMENTS

When the contract is in effect, librarians will receive general range adjustments in an amount equal to and on the same date as any general range adjustments provided for non-represented academic employees.

B. MERIT INCREASES

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

C. NON-GENERAL RANGE ADJUSTMENTS

UC-AFT acknowledges that during the course of the contract the University may allocate funds to provide non-general range adjustments to non-represented academic employees and that such adjustments will not be provided to members of this unit except through completion of the bargaining process.

D. OBLIGATION TO BARGAIN

Provisions regarding general range adjustments and merit increases shall remain in effect during the contract term. However, when the contract is not in effect or during re-openers, if any, on Salary, any increases must be expressly agreed to by the parties

E. GRIEVABILITY

Librarians cannot grieve the amount of the general range adjustment, however, the implementation of the amount and timing of the general range adjustment is subject to grievance and arbitration.

F. ADDITIONAL MOVEMENT TO SALARY SCALE RANGES ADJUSTMENTS (SUBJECT TO RECEIPT OF FULL FUNDING IN THE APPROVED STATE BUDGET)

~~The salary for Assistant Librarian I will be increased as identified below.~~

~~Effective October 1, 2005 the minimum salary for Assistant Librarian I will be increased to \$30,000.~~

~~Effective October 1, 2006 the minimum salary for Assistant Librarian I will be increased to \$40,000.~~

Effective _____ the minimum salary of the Assistant Librarian rank will be \$45,000.

Effective _____ the minimum salary of the Associate Librarian rank will be \$50,000. Former Associate Librarians IV through VII will move to the range with a 1.5% increase to their current salary.

Effective _____ the minimum salary of the full Librarian rank will be \$69,000. Former Librarian II through VII move to the new range with a 1.5% increase to their current salary.

G. OTHER COMPENSATION

The University may use the ranges to compensate librarians for the following additional circumstances at its sole discretion:

1. May use additional funds to recognize increased workloads as defined by the University on a temporary basis and in an off cycle review period. (stipends)
2. May use additional funds to counter-offer compensation being formally offered to a UC librarian in order to retain the librarian in the UC system.
3. May increase a librarian salary in order to award the librarian with a one time "special award" or recognition of a one-time outstanding performance.

H. ORDER OF INCREASES

1. Merit Increases- for those eligible Librarians effective July 1 of any given year.
 2. General Range Adjustments- effective October 1, 2005 2008, October 1, 2006 2009, and October 1, 2007 2010, and October 1, 2011.
 3. Additional Salary Scale Adjustments- for those in the Assistant Librarian I title effective October 1, 2005 and October 1, 2006.
- l. The University and the UC-AFT agree to continue to meet to discuss recruitment and retention of bargaining unit members as described in the Librarian Recruitment and Retention Sideletter.

ARTICLE 13 UNIVERSITY BENEFITS

A. GENERAL CONDITIONS

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

B. ENUMERATION OF UNIVERSITY BENEFITS

~~For informational purposes only, a brief outline of benefits is listed in Appendix C. More information can be found in general University benefits publications and individual summary plan descriptions. Specific eligibility and benefits under each plan are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts. contact the campus Benefits Office.~~

C. HOUSING PROGRAMS

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

D. MEETINGS

The University agrees to hold meetings twice per year to provide information to the UC-AFT regarding University-wide benefit plans, coverages, benefit schedules, carriers, providers, premium rates, eligibility criteria, and the amounts, if any, of University/librarian contributions. At these meetings, the UC-AFT may provide information and comment to the University regarding Universitywide benefits.

E. LOCAL BENEFITS

Except as provided above regarding housing programs, librarians are eligible, according to local campus procedures, for local benefits to the same extent as are other eligible academic appointees, including Senate Faculty, at the same campus, including but not limited to, parking, child care, etc. The University may alter in any way, at its sole discretion, any aspect of local benefits, and if the University does so, such changes will apply to librarians eligible for these benefits to the same extent as they apply to other eligible academic appointees, including Senate Faculty, at the same campus.

F. MEET AND CONFER

It is understood that if the UC-AFT does not request to meet and confer within 30 calendar days regarding alterations arising pursuant to Section A.2.b. above, the University may implement the proposed changes.

ARTICLE 21 HOLIDAYS

A. OBSERVANCE

1. The University observes the following days as administrative holidays and the University will announce the date on which said administrative holidays will be observed:

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

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

2. A librarian required to work on a holiday listed in paragraph 1 of this section shall be paid regular pay for the day. In addition, s/he shall receive time off equivalent to the time worked.
3. A librarian whose regular day off falls on a holiday listed in paragraph 1 of this section shall receive one (1) day off.
4. A librarian may observe a special or religious holiday by charging time off to accumulated vacation or leave without pay.

B. ELIGIBILITY

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

Librarians appointed at fifty percent (50%) or more of full time shall receive pro rata holiday pay.

2. This policy may be waived by the University at times of campus holiday closures.
3. Periods of academic recess are not regarded as holidays.

C. USAGE

All time off with pay, mentioned in the above paragraphs, shall be scheduled at times mutually convenient to the librarian and the University.

**ARTICLE 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 provisions in Appendix E the APM noted above 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

University Proposal #1
LX – Article 28 – Waiver
December 3, 2007
Page 2 of 2

knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 29
MEDICAL SEPARATION**

- A.** Medical separation is a separation from employment when a librarian is unable to perform the essential assigned functions of his/her position, with or without reasonable accommodation, due to a disability or medical conditions~~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 unable to perform and a written review by a vocational rehabilitation counselor, or appropriate representative, determining that no reasonable accommodation exists without causing undue hardship~~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 also be based on the librarian's receipt of or notice of approval for long-term disability payments from a retirement system to which the University contributes, such as UCRS or PERS, or approval of University long-term disability insurance benefits and a written review by a vocational rehabilitation counselor, or appropriate representative, determining that no reasonable accommodation exists without causing undue hardship.
- D.** The University shall pay the reasonable costs of any medical and/or psychiatric examinations requested by the University. When feasible, the University will present the librarian with a list of authorized medical practitioners from which the librarian shall make a selection, unless the parties mutually agree to use a medical practitioner not on the list.
- E.** When the University intends to medically separate a librarian, the librarian shall be given written notice of the intent to separate for medical reasons. The notice shall:
1. be given to the librarian either by delivery of the notice to the librarian in person, or by mail with Proof of Service;
 2. state the reason for the medical separation;
 3. include copies of pertinent material considered, except that excluded by medical privilege or applicable statute;

4. state that the librarian or representative has the right to respond, and to whom, within ten (10) calendar days from the date of issuance of such notice 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 the essential functions of the position that the librarian is unable to perform, with or without reasonable accommodation, due to their disability or medical condition.
 4. provide an explanation of why the librarian cannot be any reasonably accommodated, including where applicable, whether reasonable accommodations were attempted and failed, and why these have not enabled the librarian to perform essential assigned functions satisfactorily; and
 - 4.5. state the right of the librarian to grieve the action under Articles 24. Grievance Procedure and 25. Arbitration of this Agreement.
- H.** For a period of one year following the date of a medical separation, a medically separated librarian may be selected for a position within the unit without the requirement that the position be publicized. In order to be eligible for rehire under this Article, the medically separated librarian must provide a medical certification from a University approved medical physician describing in detail the medically separated librarian's ability to return to work. However, if the medically separated librarian is receiving disability benefits from a retirement system to which the University contributes, the eligibility period shall be three (3) years from the date the disability benefits commenced. If a librarian separated under this Article is reemployed in the unit within the allowed period, neither a break in service nor loss of career status shall occur.

NEW ARTICLE
ALTERNATIVE DISPUTE RESOLUTION

A. GENERAL PROVISIONS

This article provides librarians in this bargaining unit the opportunity to present complaints. The use of this article 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, or regulations which adversely affects the librarian's existing terms or conditions of employment.

C. ELIGIBILITY

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

D. STANDARDS/PROCEDURES

The University will designate an administrator or office 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 or regulations alleged to have been violated, if any, and how those provisions were violated;
 - 5) provide date(s) of attempts at informal resolution and identity of persons contacted; and
 - 6) specify the remedy requested.
- d. The department head or other reviewer shall respond in writing to the complainant within fifteen (15) calendar days after the date the formal complaint is received by the department.

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

4. Step III. Administrative or Hearing Consideration

a. Step III a. Administrative Consideration

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

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

b. Step III b. Hearing Consideration

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

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

3) Eligibility and Scope of Step III b

Only allegations of violations of terms or conditions of employment may be submitted to the hearing officer or the hearing committee.

c. Except by written mutual agreement of the parties, no additional issues may be introduced at the hearing that were not included in

the original complaint. Also, in advance of the hearing, the parties shall attempt to stipulate in writing issues to be submitted for review at the hearing. If the parties cannot agree on the issues, the hearing officer or hearing committee shall define them.

E. CONDUCT OF HEARING

Hearings shall be conducted in accordance with the following standards.

1. Election of Hearing Officer or Hearing Committee

- a. The complainant may elect that the complaint be heard by:
 - 1) a University hearing officer,
 - 2) a University hearing committee, or
 - 3) a non-University hearing officer.
- b. Election by the complainant shall be in writing and shall be final.
- c. The designated campus official shall appoint the University hearing officer or University hearing committee.
- d. If the complainant elects a non-University hearing officer, the procedures of the American Arbitration Association shall be used to select the hearing officer.

2. Hearing

- a. The hearing officer or hearing committee shall convene a hearing in which each party shall have the opportunity to present evidence and cross-examine witnesses. Evidence may be oral and/or documentary. Issues regarding the admissibility and weight of evidence shall be decided by the hearing officer or hearing committee. The hearing officer or hearing committee shall not have the authority to issue subpoenas.
- b. Each party shall, upon request, provide the other with copies of material to be introduced at the hearing and names of witnesses who will testify on the party's behalf. To the extent possible, such materials and names of witnesses shall be exchanged at least ten (10) calendar days prior to the hearing.
- c. The hearing shall be closed and deemed confidential, unless both parties agree in writing to an open hearing. In the absence of such an agreement, the hearing shall be closed to all persons other than the principal parties to the complaint, i.e., the supervisor or department head, their representative, the complainant, complainant's representative, and the complaint resolution liaison.

- d. If there is to be a closed hearing, all materials, reports, and other evidence introduced into the hearing and recorded by tape recorder, stenographic services, or by other means shall be considered private and confidential and subsequently shall not be disclosed to parties not participating in the hearing.
 - e. The hearing shall be tape recorded by the University unless the parties agree in advance to share the costs of a stenographic record. The complainant shall be permitted to arrange for a stenographic record at the complainant's expense even if the University does not agree to share the cost. The parties should be made aware of the use of the recording and disposition of the tape. The complainant may procure a copy of the recording subject to payment of the cost of a copy of the tape.
3. Hearing Officer (University and non-University) or Hearing Committee's Authority
- a. The hearing officer or hearing committee shall provide the designated campus official with a written statement of findings and recommendation(s) within thirty (30) calendar days of the close of the hearing. The hearing officer or hearing committee shall determine whether the complainant has proven violation(s) of applicable University rules or regulations 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 or regulations.
 - 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 or regulations 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.

NEW ARTICLE
APPOINTMENT, MERIT INCREASE, PROMOTION, CAREER STATUS ACTIONS

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, education and experience.

2. Merit Increases and Promotions

- a. At the time of original appointment to a title in this series, each appointee shall be informed that continuation or advancement is justified only by demonstrated skills and achievement which will be determined after objective and thorough review. If, on the basis of a review, the individual does not meet the criteria for continuation or advancement, there is no obligation on the part of the University to continue or to promote. On the other hand, accelerated promotion is possible if achievement has been exceptional. An appointee will be eligible for promotion only if there are demonstrated superior professional skills and achievement. For some, promotion may involve a position change; for others, promotion may not necessarily involve position change but will depend upon increased responsibility as well as growing competence and contribution in the same position. The assumption of administrative responsibilities is not a necessary condition for promotion.
- b. A candidate for merit increase or promotion in this series shall be judged on the basis of professional competence and quality of service rendered within the library and, to the extent they are relevant, one or more of the following: professional activity outside the library; University and public service; and research and other creative activity.
- c. The criteria as set forth in detail below are intended to serve as general guidelines and do not preclude consideration of other unique service to the University. In considering individual candidates,

reasonable flexibility is to be exercised in weighing the comparative relevance of these criteria.

1) Professional Competence and Quality of Service Within the Library

a) Although contribution in each of the following areas will vary considerably from person to person depending on each person's primary functions as a librarian, performance and potential shall be reviewed and evaluated in any or all of the five major areas of librarianship: selection and development of resources; bibliographic control of collections and their organization for use; reference and advisory service; development and application of specialized information systems; and library administration and management. Additionally, librarians should be judged on consistency of performance, grasp of library methods, command of their subjects, continued growth in their fields, judgment, leadership, originality, ability to work effectively with others, and ability to relate their functions to the more general goals of the library and the University.

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

2) Professional Activity Outside the Library

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

3) University and Public Service

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

4) Research and Other Creative Activity

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

NEW ARTICLE
DEFINITION, CRITERIA AND TERMS OF SERVICE FOR APPOINTMENT AND PROMOTION

A. DEFINITION

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

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

B. CRITERIA

1. A candidate for appointment shall have a professional background of competence, knowledge, and experience to assure suitability for appointment to this series. Such background will normally include a professional degree from a library school with a program accredited by the American Library Association. However, a person with other appropriate degree(s) or equivalent experience in one or more fields relevant to library services may also be appointed to this series.
2. A candidate for merit increase or promotion in this series shall be judged on the basis of the first of the following criteria, and, to the extent they are relevant, on one or more of the last three:
 - a. professional competence and quality of service within the library;
 - b. professional activity outside the library;
 - c. University and public service; and
 - d. research and other creative activity.

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

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

C. TERMS OF SERVICE

1. An appointment in this series may be an explicitly temporary appointment, a potential career appointment, or a career appointment, depending on the circumstances as described below. However, an initial appointment to a title at any rank in this series may only be a temporary appointment or a potential career appointment.
2. A potential career appointment is distinguished from an explicitly temporary appointment by the fact that no definite date of termination of the appointment is specified and by the fact that the appointee is regarded as one who may qualify, after a suitable trial period and careful review, for a continuing career appointment.
3. Potential career appointees in the librarian series are eligible for career status, merit increases, and promotion through the ranks from Assistant Librarian to Librarian. Temporary appointees are eligible for merit increases on the same bases as potential career and career status appointees.
4. The status of career appointment is achieved only after a trial period in potential career status. The process by which one achieves career status is described subsequently.
5. The following principles and procedures shall be applied to appointments, promotions, and terminations of potential career or career appointees:
 - a. An individual holding the rank of Assistant Librarian and whose appointment is not explicitly temporary is considered to be in potential career status for the period of the appointment in this rank. During potential career status, the individual shall be subject to periodic reviews of performance, professional competence, achievement, and promise. If, after such reviews, the appointee is promoted from the rank of Assistant Librarian to higher rank in this series, the individual is thereby moved to career status. On the other hand, an Assistant Librarian is subject to termination after due notice if, after thorough review and a reasonable trial period (not more than six years), he or she is not deemed worthy of further advancement.
 - b. An individual whose initial appointment in this series is to the rank of Associate Librarian and whose appointment is not explicitly temporary is considered to be in potential career status for a trial

period of not more than four years and not less than two years in the rank, unless promoted sooner to the rank of Librarian. During potential career status, the individual shall be subject to periodic review of performance, professional competence, achievement, and promise. The trial period will be brought to a close with one of three decisions made after appropriate review as specified in campus peer review procedures: place the appointee in career status with the rank of Associate Librarian; promote to the rank of Librarian with career status; or terminate the appointment after due notice.

- c. An individual who is promoted from career status as an Associate Librarian to the rank of Librarian is thereby continued in career status. However, there is no obligation on the part of the University to promote an Associate Librarian to the rank of Librarian solely on the basis of years of service.
- d. An individual whose initial appointment in this series is to the rank of Librarian and whose appointment is not explicitly temporary is considered to be a potential career appointee for a trial period of not more than three years and not less than two years in rank. During potential career status, the individual shall be subject to periodic reviews of performance, professional competence, achievement, and promise. The trial period will be brought to a close with one of two decisions made after appropriate review as specified in campus peer review procedures: place the appointee in career status with the rank of Librarian; or terminate the appointment after due notice.
- e. An appointee in career status either as an Associate Librarian or as a Librarian, having successfully passed the trial period of service in either one of the ranks or having been promoted to one of these ranks from a lower rank, is expected to continue to perform the duties of the position at a satisfactorily high standard. Reviews of the appointee will be conducted at regular intervals to determine if a merit increase or promotion is indicated. If there is reason to doubt that the career appointee is performing satisfactorily, a review of the appointee to coincide with a regularly scheduled review will be conducted. If such a review does not coincide with a regularly scheduled review, a review not at a regular interval or an off-cycle review will be conducted in accordance with procedures that will be established by the campus; 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.
- 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 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.
 - 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 of appointment.]

University Proposal #1

LX – New Article – Definition, Criteria and Terms of Service for Appointment and Promotion

December 3, 2007

Page 5 of 5

- i. A temporary appointee whose appointment continues into a new fiscal year will be reviewed according to the review cycles defined in Article 4.

NEW ARTICLE
REASONABLE ACCOMMODATION

A. GENERAL

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

B. THE INTERACTIVE PROCESS

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

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

C. MEDICAL DOCUMENTATION

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

APPENDIX A-1

**LIBRARIAN SERIES
 FISCAL YEAR**

Rank	Step	Step	Salary Scale		Salary Scale	
			2	2	2	2
		Years at	10/1/04		10/1/05	
			Annual	Monthly	Annual	Monthly
Assistant Librarian	I	2	37,920	3,160.00	39,000	3,250.00
	II	2	40,560	3,380.00	41,376	3,448.00
	III	2	42,996	3,583.00	43,860	3,655.00
Associate Librarian	I	2	42,996	3,583.00	43,860	3,655.00
	II	2	46,008	3,834.00	46,832	3,911.00
	III	2	49,224	4,102.00	50,208	4,184.00
	IV	2	52,620	4,385.00	53,676	4,473.00
	V	2	56,256	4,688.00	57,384	4,782.00
	VI	2	60,132	5,011.00	61,332	5,111.00
	VII	3	64,164	5,347.00	65,448	5,454.00
		or —				
Librarian	I	3	64,164	5,347.00	65,448	5,454.00
	II	3	70,500	5,875.00	71,916	5,993.00
	III	3	76,860	6,405.00	78,396	6,533.00
	IV	3	82,416	6,868.00	84,060	7,005.00
	V	—	88,848	7,404.00	90,624	7,552.00
	VI	—	95,508	7,959.00	97,416	8,118.00
	VII	—	102,480	8,540.00	104,532	8,711.00

**APPENDIX A-2
 TRANSITION PLAN FOR NEW LIBRARIAN SALARY SCALE, EFFECTIVE JULY 1, 2000***

Librarians remain at current step (with annual range adjustments) until next scheduled review

Old Scale Step	At next review, if merit granted, move to Current Scale at step:	Special "grandfather" conditions	At next review, if no merit granted:
Assistant I	Assistant I	After transition, 1 year at step at Assistant I level.	Remain at old Assistant I (with annual range adjustments) until merit granted or appointee terminated
Assistant II	Assistant I	After transition, 1 year at step at Assistant I level and 1 year at step at Assistant II level.	Remain at old Assistant II (with annual range adjustments) until merit granted or appointee terminated
Assistant III	Assistant II	After transition, 1 year at step at Assistant II level.	Transfer to Assistant I
Assistant IV	Assistant III or Associate I		Transfer to Assistant II
Assistant V	Assistant III or Associate I	After transition, 1 year at step at Assistant III or Associate I level. See Article 12.A.7.	Transfer to Assistant III
Assistant VI	Associate II		Remain at old Assistant VI (with annual range adjustments) until merit granted or appointee terminated
Associate I	Associate I	After transition, 1 year at step at Associate I level. See Article 12.4.7.	Transfer to Associate I
Associate II	Associate II		Remain at old Associate Step II (with annual range adjustments) until merit granted
Associate III	Associate III		Transfer to Associate II
Associate IV	Associate IV		Transfer to Associate III
Associate V	Associate V	Have option to be considered for promotion to Librarian rank. If promoted, move to Associate V but waive extensive review for promotion to Librarian.	Transfer to Associate IV
Associate VI	Associate VI	Have option to be considered for promotion to Librarian rank. If promoted, move to Associate V but	Transfer to Associate V

University Proposal #1
 LX – Appendix A-2 – Transition Plan to New Salary Scale
 December 3, 2007
 Page 2 of 2

		waive extensive review for promotion to Librarian.	
Associate VII	Associate VII or Librarian I		Transfer to Associate VI
Librarian I	Associate VI	Waive extensive review for promotion to Librarian	Transfer to Associate V Waive extensive review for promotion to Librarian.
Librarian II	Librarian I		Transfer to Associate VI Waive extensive review for promotion to Librarian.
Librarian III	Librarian II		Transfer to Librarian I.
Librarian IV	Librarian III	May request consideration for distinguished status. See Article 12.A.4, 5, 7.	Transfer to Librarian II.
Librarian V	Librarian IV	Waive extensive review for crossing the barrier step. See Article 12.A.3.	Remain at old Librarian V step (old scale) (with annual range adjustments) until merit granted

* Note: Pursuant to Article 12.A.6., librarians, for professional purposes, may continue to use the highest rank and step they attained on the old scale as a working title until they reach the same rank and step on the new current scale.

APPENDIX C
Enumeration of Benefits

A. HEALTH BENEFITS

1. MEDICAL PROGRAM

~~A variety of Health Maintenance Organizations (HMOs) and fee-for-service plans are available to cover eligible employees and their eligible family members. Choice of plans may vary from location to location. Eligible part-time employees appointed and paid by the University to work a specified minimum appointment and average regular paid time may be covered by the CORE major medical plan. The plan is available to the employee and eligible family members.~~

2. DENTAL PROGRAM

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

3. VISION PROGRAM

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

B. University of California Retirement SYSTEM

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

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

2. Tax-Deferred 403(b) Plan – Participation in the UCRP Tax-Deferred 403(b) Plan is available to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides the following investment options:

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

b. Calvert Socially Responsible Mutual Funds; and

c. Fidelity Investments Mutual Funds.

3. Defined Contribution Plan (DC Plan)

- a. Pre-Tax Account – All current member contributions to the University of California Retirement Plan (UCRP) are redirected to the Pretax Account. Although payroll reductions default to the Savings Fund, participants may invest in any of the other UC Managed Funds: Money Market, Insurance Company Contract, Equity, Bond and Multi-Asset Funds or in Fidelity Investments mutual funds. Redirection is subject to annual Regental review.
- b. Pre-Tax/Safe Harbor Account – Employees who are not in a UC-sponsored defined benefit retirement plan make mandatory contributions of 7.5% of earnings up to the Social Security wage base to the Pretax Account in lieu of paying the Old Age, Survivors and Disability Insurance portion of Social Security taxes (Safe Harbor contributions). Although payroll reductions default to the Savings Fund, participants may invest in any of the other five UC Managed Funds or in Fidelity Investments Mutual Funds.
- c. After Tax Account – Voluntary participation in the After-Tax Account is available to all University employees except students who normally work less than twenty (20) hours per week. Payroll deductions may be invested in any of the UC Managed Funds (Savings, Money Market, Insurance Company Contract, Equity, Bond and Multi-Asset Funds) or in Fidelity Investments mutual funds.

C. LIFE INSURANCE PROGRAM

1. University Paid

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

2. Supplemental

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

D. OTHER INSURANCE

1. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

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

2. BUSINESS TRAVEL ACCIDENT INSURANCE

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

3. DISABILITY INSURANCE

a. Short Term Disability Insurance

~~Short term disability insurance is available to eligible employees.~~

b. Supplemental Disability Insurance

~~Optional supplemental disability insurance may be purchased by eligible employees.~~

4. LEGAL EXPENSE INSURANCE PLAN

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

5. AUTO/HOMEOWNER INSURANCE

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

E. OTHER BENEFITS

1. TAX EFFECTIVE SALARY REDUCTION PROGRAMS

a. Retirement Tax Savings Plan

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

b. Tax Savings on Insurance Premiums (TIP)

~~Employees enrolled in certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. This program allows employees to pay premiums on a pre-tax salary reduction basis. After the University contribution, if any, is applied, the net insurance premiums are deducted from gross pay before federal and state taxes.~~

c. Dependent Care Assistance Program (DepCare)

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

d. Health Care Reimbursement Account

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

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

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

2. Death Payments

~~Upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death a sum equal to the deceased's regular salary for one (1) month shall be paid to the deceased's spouse, or if there is no spouse, to the employee's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse and/or eligible dependent(s).~~

3. Work Incurred Injury or Illness

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

APPENDIX E
APM SECTIONS IN AFFECT AS OF JULY 1, 2000

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

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

B. SEXUAL HARASSMENT

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

2. ~~Complaints~~

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

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

A. POLICY

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

B. SCOPE/DEFINITION

~~A complaint is defined as:~~

1. ~~a complaint/appeal by a bargaining unit librarian that a specific administrative act was arbitrary or capricious and adversely affects the librarian's existing terms or conditions of employment; or~~
2. ~~a claim by a bargaining unit librarian of a violation of a provision of applicable University rules, regulations, or the policies contained in Appendix E which adversely affects the librarian's existing terms or conditions of employment.~~

C. ELIGIBILITY

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

D. STANDARDS/PROCEDURES

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

1. ~~Filing Deadline~~

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

2. ~~Step I. Informal Review~~

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

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

3. ~~Step II. Formal Review~~

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

~~to Step II must be filed in writing with the complaint resolution liaison no later than expiration of the thirty (30) calendar day period specified in section a., above, even if informal review has not been concluded, unless a written exception is granted by the complaint resolution liaison.~~

- ~~b. The complaint shall be reviewed by the appropriate department head and a written response issued to the complainant. If the department head is also the immediate supervisor who was involved in the informal review, the complaint shall be reviewed by someone at a higher administrative level other than the immediate supervisor.~~
 - ~~c. The complaint must:
 - 1) identify the specific administrative act(s) to be reviewed;
 - 2) specify how the complainant was adversely affected;
 - 3) specify in what regard, if any, the administrative act(s) were arbitrary or capricious;
 - 4) list the section(s) and specific provision(s) of applicable University rules, regulations, or policies listed in Appendix E alleged to have been violated, if any, and how those provisions were violated;
 - 5) provide date(s) of attempts at informal resolution and identity of persons contacted; and
 - 6) specify the remedy requested.~~
 - ~~d. The department head or other reviewer shall respond in writing to the complainant within fifteen (15) calendar days after the date the formal complaint is received by the department.~~
 - ~~e. A complaint that is not resolved at Step II may be appealed for resolution at Step III a. or Step III b., but not both, depending on the issue(s) of the complaint. The complaint resolution liaison shall determine whether Step III a. or Step III b. is the appropriate route as specified below.~~
4. ~~Step III. Administrative or Hearing Consideration~~
- ~~a. Step III a. Administrative Consideration
 - 1) A complaint that is not resolved at Step II and is not subject to a hearing under the provisions of Step III b., may be appealed by the~~

~~complainant for higher administrative consideration/review. The designated campus official will review and issue a written decision.~~

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

b. ~~Step III b. Hearing Consideration~~

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

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

~~3) Eligibility and Scope of Step III b~~

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

~~Nondiscrimination (formerly APM 035-0a)~~

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

E. CONDUCT OF HEARING

~~Hearings shall be conducted in accordance with the following standards:~~

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

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

- ~~1) — a University hearing officer,~~
- ~~2) — a University hearing committee, or~~
- ~~3) — a non-University hearing officer.~~

- ~~b. Election by the complainant shall be in writing and shall be final.~~
- ~~c. The designated campus official shall appoint the University hearing officer or University hearing committee.~~
- ~~d. If the complainant elects a non-University hearing officer, the procedures of the American Arbitration Association shall be used to select the hearing officer.~~

~~2. Hearing~~

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

~~disposition of the tape. The complainant may procure a copy of the recording subject to payment of the cost of a copy of the tape.~~

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

- a. ~~The hearing officer or hearing committee shall provide the designated campus official with a written statement of findings and recommendation(s) within thirty (30) calendar days of the close of the hearing. The hearing officer or hearing committee shall determine whether the complainant has proven violation(s) of applicable University rules, regulations, or policies listed in Appendix E and that the complainant's tenure or conditions of employment were adversely affected, or that a specific administrative act was arbitrary or capricious and has adversely affected the complainant's terms or conditions of employment. The hearing officer or hearing committee shall make findings of fact based upon the evidence presented at the hearing. The hearing committee or hearing officer shall not add to, delete from, or otherwise modify the provisions of University rules, regulations, or policies listed in Appendix E.~~
- b. ~~The hearing committee or hearing officer shall not substitute their judgment for the academic judgment of a peer review committee or administrative officer, nor shall they be empowered to evaluate the academic qualifications or competence of bargaining unit librarians.~~
- c. ~~The designated campus official shall issue a final written decision within thirty (30) calendar days of receipt of the findings and recommendation(s) of the hearing officer or hearing committee. The designated campus official shall provide to the complainant a copy of the findings and recommendation(s) of the hearing officer or hearing committee, and a statement of the reasons if the recommendation(s) of the hearing officer or hearing committee is rejected or modified. If a decision is based on facts different from those found by the hearing officer or hearing committee, those findings must be based on materials in the record.~~

4. ~~Fees~~

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

5. ~~General Provisions~~

a. ~~Representation~~

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

b. ~~Time Limits~~

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

c. ~~Pay Status~~

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

d. ~~Remedy~~

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

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

A. CRITERIA

1. Appointments

- a. ~~A candidate for appointment to this series shall normally be required to have a professional degree from a library school with a program accredited by the American Library Association. However, a person with other appropriate degree(s) or equivalent experience in one or more fields relevant to library services may also be appointed to this series.~~
- b. ~~Selection of an individual to be appointed to the rank of Assistant Librarian is based upon the requirements of the position with due attention to the candidate's demonstrated competence, knowledge and experience. A person appointed as Assistant Librarian without previous professional library experience should normally be appointed at Step I. A person who has had previous experience relevant to the position may be appointed to one of the higher salary levels in this rank, depending on the candidate's aptitude, the extent of prior experience, and/or the requirements of the position.~~
- c. ~~A candidate with extensive previous relevant experience and superior qualifications who is being considered for a highly demanding and responsible position should be appointed to one of the two higher ranks in the series. The criteria for the appointment to either of these levels will be the same as those for promotion as outlined below.~~

2. Merit Increases and Promotions

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

~~position. The assumption of administrative responsibilities is not a necessary condition for promotion.~~

- ~~b. A candidate for merit increase or promotion in this series shall be judged on the basis of professional competence and quality of service rendered within the library and, to the extent they are relevant, one or more of the following: professional activity outside the library; University and public service; and research and other creative activity.~~
- ~~c. The criteria as set forth in detail below are intended to serve as general guidelines and do not preclude consideration of other unique service to the University. In considering individual candidates, reasonable flexibility is to be exercised in weighing the comparative relevance of these criteria.~~

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

- ~~a) Although contribution in each of the following areas will vary considerably from person to person depending on each person's primary functions as a librarian, performance and potential shall be reviewed and evaluated in any or all of the five major areas of librarianship: selection and development of resources; bibliographic control of collections and their organization for use; reference and advisory service; development and application of specialized information systems; and library administration and management. Additionally, librarians should be judged on consistency of performance, grasp of library methods, command of their subjects, continued growth in their fields, judgment, leadership, originality, ability to work effectively with others, and ability to relate their functions to the more general goals of the library and the University.~~
- ~~b) Evidence of effective service may include the opinions of professional colleagues, particularly those who work closely or continuously with the appointee; the opinions of faculty members, students, or other members of the University community as to the quality of a collection developed, for example, or the technical or public service provided by the candidate; the opinions of librarians outside the University who function in the same specialty as the candidate; the effectiveness of the techniques applied or procedures developed by the candidate; and relevant additional educational achievement, including programs improvement of language or subject knowledge.~~

~~2) Professional Activity Outside the Library~~

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

~~3) — University and Public Service~~

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

~~4) — Research and Other Creative Activity~~

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

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

A. DEFINITION

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

- ~~1. selection and development of resources;~~
- ~~2. bibliographic control of collections and their organization for use;~~

3. ~~reference and advisory services;~~
4. ~~development and application of specialized information systems;~~
5. ~~library administration and management; and~~
6. ~~research where necessary or desirable in relation to the foregoing.~~

B. CRITERIA

1. ~~A candidate for appointment shall have a professional background of competence, knowledge, and experience to assure suitability for appointment to this series. Such background will normally include a professional degree from a library school with a program accredited by the American Library Association. However, a person with other appropriate degree(s) or equivalent experience in one or more fields relevant to library services may also be appointed to this series.~~
2. ~~A candidate for merit increase or promotion in this series shall be judged on the basis of the first of the following criteria, and, to the extent they are relevant, on one or more of the last three:~~
 - a. ~~professional competence and quality of service within the library;~~
 - b. ~~professional activity outside the library;~~
 - c. ~~University and public service; and~~
 - d. ~~research and other creative activity.~~

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

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

C. TERMS OF SERVICE

1. ~~An appointment in this series may be an explicitly temporary appointment, a potential career appointment, or a career appointment, depending on the circumstances as described below. However, an initial appointment to a title at any rank in this series may only be a temporary appointment or a potential career appointment.~~
2. ~~A potential career appointment is distinguished from an explicitly temporary appointment by the fact that no definite date of termination of the appointment is~~

- ~~specified and by the fact that the appointee is regarded as one who may qualify, after a suitable trial period and careful review, for a continuing career appointment.~~
3. ~~Potential career appointees in the librarian series are eligible for career status, merit increases, and promotion through the ranks from Assistant Librarian to Librarian. Temporary appointees are eligible for merit increases on the same bases as potential career and career status appointees.~~
 4. ~~The status of career appointment is achieved only after a trial period in potential career status. The process by which one achieves career status is described subsequently.~~
 5. ~~The following principles and procedures shall be applied to appointments, promotions, and terminations of potential career or career appointees:~~
 - a. ~~An individual holding the rank of Assistant Librarian and whose appointment is not explicitly temporary is considered to be in potential career status for the period of the appointment in this rank. During potential career status, the individual shall be subject to periodic reviews of performance, professional competence, achievement, and promise. If, after such reviews, the appointee is promoted from the rank of Assistant Librarian to higher rank in this series, the individual is thereby moved to career status. On the other hand, an Assistant Librarian is subject to termination after due notice if, after thorough review and a reasonable trial period (not more than six years), he or she is not deemed worthy of further advancement.~~
 - b. ~~An individual whose initial appointment in this series is to the rank of Associate Librarian and whose appointment is not explicitly temporary is considered to be in potential career status for a trial period of not more than four years and not less than two years in the rank, unless promoted sooner to the rank of Librarian. During potential career status, the individual shall be subject to periodic review of performance, professional competence, achievement, and promise. The trial period will be brought to a close with one of three decisions made after appropriate review as specified in campus peer review procedures: place the appointee in career status with the rank of Associate Librarian; promote to the rank of Librarian with career status; or terminate the appointment after due notice.~~
 - c. ~~An individual who is promoted from career status as an Associate Librarian to the rank of Librarian is thereby continued in career status. However, there is no obligation on the part of the University to promote an Associate Librarian to the rank of Librarian solely on the basis of years of service.~~
 - d. ~~An individual whose initial appointment in this series is to the rank of Librarian and whose appointment is not explicitly temporary is considered to be a potential career appointee for a trial period of not more than three years and not less than two years in rank. During potential career status,~~

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

- e. ~~An appointee in career status either as an Associate Librarian or as a Librarian, having successfully passed the trial period of service in either one of the ranks or having been promoted to one of these ranks from a lower rank, is expected to continue to perform the duties of the position at a satisfactorily high standard. Reviews of the appointee will be conducted at regular intervals to determine if a merit increase or promotion is indicated. If there is reason to doubt that the career appointee is performing satisfactorily, a review of the appointee to coincide with a regularly scheduled review will be conducted. If such a review does not coincide with a regularly scheduled review, a review not at a regular interval or an off-cycle review will be conducted in accordance with established campus review procedures; and if this review results in an unfavorable evaluation, the appointee may be subject to termination after due notice. Otherwise, the appointment will be continued. The appeals procedures in Appendix E, II., are available as a protection against arbitrary, capricious, or unreasonable termination.~~
 - f. ~~In the event of an intercampus transfer, the following provisions shall apply to the status of potential career and career appointees: the normal period of potential career status shall not be lengthened as a result of an intercampus transfer; career status acquired on one campus shall be continued upon transfer to another campus; and promotion in rank at the time of an intercampus transfer shall confer career status.~~
6. ~~The effective date of an appointment is the initial date of the change for purposes of payroll and record-keeping and indicates the first day on which the payment begins for appointments. The effective date of merit increases and promotions will normally be July 1, although exceptions may be approved by the designated campus official.~~
 7. ~~The following rules of computation will be observed for determining periods of service at ranks and steps in this series.~~
 - a. ~~A period of service is calculated from the beginning of the first complete calendar month of service.~~
 - b. ~~A fiscal-year appointee with an effective date of appointment in the period of July 1 through January 1 will receive one year of service credit for that year at rank and step.~~

- c. ~~A fiscal year appointee with an effective date of appointment in the period January 2 through June 30 will not receive service credit for that year.~~
- d. ~~Completed years of service will be counted regardless of the percentage of time of appointment.~~
- e. ~~Any break in service because of leave without salary, layoff, or resignation does not invalidate service prior to the interruption.~~
- f. ~~Service on any campus of the University of California is included, although for statistical purposes an intercampus transfer is considered an appointment at the new campus.~~
- g. ~~Any leave with salary is included as service, but leave without salary is not included for purposes of determining completed years of service.~~
- h. ~~For purposes of review, an appointee must have worked at least six (6) months of the period under review. A period under review may be a calendar year or other 12-month period or multiple thereof, in accordance with the review cycles defined in Article 4. [e.g., an appointee with an effective date of appointment in the period January 2–June 30 and a period of review based on the calendar year could be reviewed at the next review period, depending on the rank and step of appointment.]~~
- i. ~~A temporary appointee whose appointment continues into a new fiscal year will be reviewed according to the review cycles defined in Article 4 and the guidelines established in Appendix E, 4.~~

Appendix F

Panel of Arbitrators Agreed to for Bargaining Unit Arbitrations AFT- Librarians 2005-2007	
NORTHERN PANEL	SOUTHERN PANEL
Bonnie Bogue 3020 El Cerrito Plaza, No. 411 El Cerrito, CA 94530 (510) 527-7205 (510) 527-7205 – fax	Bonnie Bogue 3020 El Cerrito Plaza, No. 411 El Cerrito, CA 94530 (510) 527-7205 (510) 527-7205 – fax
Alexander Cohn P.O. Box 4006 Napa, CA 94558 (707) 226-7096 (707) 252-4067 – fax	Howard Block Wellington Plaza Suite G 505 East First Street Tustin, CA 92780 (714) 544-3323 - Telephone & Fax
Neil Herring 503 Sandretto Dr. Sebastopol, CA 95472 (707) 823-9418	R. Douglas Collins Post Office Box 4399 West Hills, CA 91308-4399 (818)716-8969 – Telephone & Fax
Luella Nelson RMB-159 4096 Piedmont Avenue Oakland, CA 94611-5224 (510) 658-4959	Ed Edelman 516 Warner Avenue Los Angeles, CA 90024 (310) 474-3794 (310) 475-8782 – fax
Kenneth Silbert Chvany & Silbert LLP 21-C Orinda Way #383 Orinda, CA 94563-2534 (925) 258-0830 (925) 258-0906 – fax	Joseph Gentile P.O. Box 491117 Los Angeles, CA 90049-9117 (310) 479-3915
Paul Staudohar 1140 Brown Avenue Lafayette, CA 94549 (925) 881-3080 (925) 885-2165 – fax	Fred Horowitz P.O. Box 3613 Santa Monica, CA 90408-3613 (310) 829-6064 (310) 449-1049 – fax
Katherine Thomson 3020 El Cerrito Plaza, Suite 333 El Cerrito, CA 94530 (510) 528-3005	George E. Marshall, Jr. 854 Pico Boulevard Santa Monica, CA 90405 (310) 463-7002 (310) 234-8247 – Fax

**Panel of Arbitrators
 Agreed to for Bargaining Unit Arbitrations
 AFT- Librarians
 2006-2007**

NORTHERN PANEL	SOUTHERN PANEL
Phil Tamoush (use Torrance address for correspondence) P.O. Box 1128 Torrance, CA 90505 Office 1-800-747-9245 Home (310) 540-4978 (800) 903-4266 – fax San Francisco/East Bay office: 385 Grand Avenue, Suite 201 Oakland, CA 94610-4816	Phil Tamoush (use Torrance address for correspondence) P.O. Box 1128 Torrance, CA 90505 Office 1-800-747-9245 Home (310) 540-4978 (800) 903-4266 – fax San Francisco/East Bay office: 385 Grand Avenue, Suite 201 Oakland, CA 94610-4816
Ronald Hoh <u>720 Howe Avenue, Suite 108</u> <u>Sacramento, California 95825</u> <u>(916) 202-7718</u> <u>(916) 929-9345 - fax</u>	Luella Nelson PMB 159 4096 Piedmont Avenue Oakland, CA 94611-5221 (510) 658-4959
John Kagel <u>P.O. Box 50787</u> <u>Palo Alto, CA 94303</u> <u>(650) 325-0389</u> <u>(650) 325-4394 - fax</u>	Kenneth A. Perea P.O. Box 2788 Del Mar, CA 92014-5788 (619) 481-5191 (619) 481-0149 – fax
	Louis Zigman 473 South Holt Avenue Los Angeles, CA 90048 (310) 556-3748 (310) 550-8439 – fax