

MEMORANDUM OF UNDERSTANDING
November 1, 2020 – October 31, 2024

UC Hastings College of the Law
&
The University Council – American Federation of Teachers (UC-AFT)

ARTICLE 1: PREAMBLE

This Collective Bargaining Agreement is jointly and voluntarily entered into between UC Hastings College of the Law (UC Hastings) and the University Council-American Federation of Teachers (UC-AFT). Together, we commit to establishing and maintaining UC Hastings as a world-class public institution providing students with an excellent legal education and quality services. The parties hereby agree to achieve a respectful, cooperative, collaborative, and equal partnership between UC Hastings and the Union through dialogue, discussion and fostering an environment of inclusion. Librarians are valued contributors to UC Hastings and are encouraged to offer their perspective, free from intimidation. Participation shall be encouraged by striving to formulate a transparent, credible decision-making process. The parties also agree to an equitable, fair, and just resolution of disputes should they arise.

ARTICLE 2: RECOGNITION

- A. The College 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-RR-942-H) at UC Hastings College of the Law, excluding employees designated as managerial, supervisory, and confidential and excluding all 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.
- D. If the College establishes a new librarian title/title code, it shall provide written notice to the UC-AFT of the bargaining unit designation at least thirty (30) days prior to the proposed implementation. If the UC-AFT does not respond within thirty (30) days from the date of the notice, the College may proceed with implementation. If the UC-AFT wishes to meet and discuss the new librarian title/title code, the UC-AFT will advise the College within thirty (30) days from the date of the notice. Within fifteen (15) days following the UC-AFT's request, the College and the UC-AFT shall meet and discuss the unit status of the new titles/title code. If the parties are unable to reach agreement, any disputes regarding proper bargaining unit status of such new titles/title codes may be resolved through existing PERB procedures. Bargaining unit assignments made by the College for new titles/title codes shall remain as originally assigned until the parties are in mutual agreement as to a different assignment or until the resolution of the matter through the existing PERB process.
- E. If the College proposes to move a title/title code, position, or individual in or out of the bargaining unit, it shall provide notice to the UC-AFT of such action at least thirty (30) days prior to the proposed implementation. If the UC-AFT does not respond within thirty (30) days from the date of the notice, the College may proceed with implementation. If the UC-AFT wishes to meet and discuss the proposed action, the UC-AFT will advise the College within thirty (30) days from the date of the notice. Within fifteen (15) days following the UC-AFT's request, the College and the UC-AFT shall meet and discuss the proposed action. If the parties are unable to reach agreement, any disputes regarding the proper bargaining unit status of the affected title/title code, position, or individual may be resolved through existing PERB procedures. Proposals made by the College shall not be implemented until the parties reach agreement on the unit status of the affected title/title code(s), position(s), or individual(s) or the matter is resolved through the existing PERB process.

F. The unit shall include the librarian series as defined below:

Title Code	Job Title
9035	Associate Law Librarian
9035	Temporary Associate Law Librarian
9200	Librarian
9200	Temporary Librarian
9100	Associate Librarian
9100	Temporary Associate Librarian

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

ARTICLE 3: SEVERABILITY

- A. In the event that any provision of this Agreement becomes invalid or void by statute, legislative action, final judicial decision by a court of competent jurisdiction (or in the event that any provision conflicts with the provisions of a statute or the Constitution of the United States or California, according to such final judicial decision), or when an appropriate administrative agency has issued a final decision, such action shall not invalidate the entire Agreement.
- B. It is the express intention of the parties that all other provisions not invalid or void shall remain in full force and effect.
- C. In the event that any provision of this Agreement becomes invalid or void as described in paragraph 1 of this Article, the parties agree to meet and confer over a substitute provision within thirty (30) calendar days of a request by either party to do so.

ARTICLE 4: UNION RIGHTS

A. Union Activity

UC Hastings will not discipline, discriminate against, or retaliate against any employee based on their Union activity, or for actions taken as a result of their duties as a designated representative of UC-AFT.

B. Designated Union Representatives

Within thirty (30) calendar days of contract ratification by both parties, UC-AFT shall submit a list of Designated Union Representatives to the Executive Director of Human Resources and the General Counsel. Designated Union Representatives may be staff or members of UC-AFT. One UC-AFT staff and one member shall be named on this list as the designees for all correspondence related to the administration of this agreement. UC-AFT shall notify UC Hastings of any changes to the official list of Designated Union Representatives.

C. Union Access

Designated Union Representatives shall be given access to all areas where employees work as well as UC Hastings facilities and resources, including but not limited to, interoffice mail, email, and room space for Union activities and meetings at no cost to the Union or the employees. Access rights to UC Hastings facilities and resources may not disrupt College operations.

D. Bulletin Boards

UC Hastings shall provide bulletin boards in all staff lounges. Additional bulletin board space will be provided upon request should work locations be reorganized, expanded or new work locations be acquired. Union information may also be posted on other UC Hastings bulletin boards in accordance with the current policies of UC Hastings.

E. New Employee Orientation

1. When UC Hastings hires a new bargaining unit employee, UC Hastings shall notify the Union on or before the first day of employment. This notification shall include a private location, date, and time, within 7 (seven) days of the hire date, for the Designated Union Representative to meet with the new bargaining unit member on regular paid time for a maximum of thirty (30) minutes. Union requests for alternate dates or times shall not be unreasonably denied. The parties may agree on alternate locations.
2. UC-AFT will provide UC Hastings with orientation materials, and UC Hastings will include them in the new employee hire packet at the official onboarding meeting.

F. Access to Information

At least once a month, UC Hastings will provide a list of all bargaining unit employees with the following information: Employee ID number, name, job title, job title code, rate of pay, placement on pay scale, hire date, seniority date, department, worksite location, work email, work phone, home phone and home address. The list will indicate the following personnel actions: new hires, promotions, demotions, changes to job duties, reclassifications, layoffs, furloughs, reductions in time, recalls from layoffs, beginning and end dates to furloughs and reductions in time, leaves, returns from leave, discharges, disciplines, terminations, and retirees. A list of all open bargaining unit positions shall also be included.

G. Access to Agreement

UC Hastings and UC-AFT shall ensure that hard copies or a link to the electronic version of this agreement be given to all bargaining unit, supervisory, and managerial employees. Both parties shall review the agreement prior to printing. In addition, this agreement will be available for access to bargaining unit employees on both the UC-AFT and UC Hastings websites within thirty (30) days of the ratification of this Agreement by both parties.

H. Payroll Deduction

1. Upon notice from UC-AFT per Section 9 below, UC Hastings shall deduct the amount of membership dues and any other employee authorized assessments or deductions and shall remit the entire amount to UC-AFT at an address indicated by the union in writing, or via electronic wire transfer. UC-AFT shall provide thirty (30) days advance notice of any changes to the current dues rate.
2. The UC-AFT has the exclusive privilege of dues deduction for all UC-AFT members at UC Hastings.
3. The UC-AFT shall establish its dues amount and shall certify its amount to UC Hastings.
4. UC Hastings shall deduct COPE as a flat dollar amount, for those members identified by the UC-AFT.
5. UC Hastings shall remit deductions to the UC-AFT on a monthly basis.
6. UC Hastings shall make every effort to redirect bargaining unit employees to the UC-AFT regarding union membership and dues related inquiries.
7. UC-AFT may change the certified dues amount once in a twelve-month period without cost to the UC-AFT. Changes will be reflected within 30 days of receipt of the new dues amount.
8. Employees may cancel their union membership by indicating in writing to UC-AFT. Upon request by the member, membership will be cancelled annually between July 1 and July 15, or within 30 days of contract expiration.

9. Electronic Transmission of Deduction Information

a. Certification and Maintenance of Deduction Information

- (1) The UC-AFT will certify to UC Hastings to begin deductions or to cease deductions. For bargaining unit members, deductions shall be from in unit earnings based on gross earnings.
- (2) The UC-AFT will deliver dues deduction information via an electronic file to the UC Hastings Human Resources office. UC Hastings shall provide notice of proposed changes to the administrative process at least thirty (30) calendar days in advance of the change and meet and confer.
- (3) The UC-AFT file shall include:
 - (a) Employee Identification Number
 - (b) Employee Name (Last, First)
 - (c) Action Codes: "A" = Add; "C" = Change; "S" = Stop
 - (d) Deduction Codes: "D" = Dues; "PA" = COPE
 - (e) COPE amount - new or changed amount.
- (4) For employees who are paid monthly, the dues file shall be transmitted electronically no later than the 20th of each month.
- (5) UC Hastings agrees the changes will be made in time to affect the next payroll with a pay begin date that falls on or after the date the deduction certification is received.
- (6) UC-AFT will solely maintain the dues deduction authorization, signed by the employee from whose salary or wages the deduction is to be made. UC-AFT shall not be required to provide a copy of an individual authorization to UC Hastings unless a dispute arises about the existence or terms of the authorization.

10. Information to Accompany Remittance

- a. UC Hastings shall submit a monthly standard earnings and deduction report which shall contain an alphabetical list of all employees in the bargaining unit on dues deduction status.

- b. The report shall include the employee identification number, employee name, amount withheld, and earnings that are the basis for the deduction.

11. Correction of Errors

- a. If UC Hastings' error resulted in deductions less than the correct amount, the College shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two times the normal dues amount in any given pay period.
- b. If the error results in a dues deduction of more than the correct amount and UC-AFT has received the funds, UC -AFT shall reimburse the employees accordingly.
- c. If the parties cannot agree on the amount of the appropriate deduction only UC-AFT may file a grievance concerning the same.

I. Union Exclusivity

UC Hastings agrees not to meet and confer over wages, hours or other terms and conditions of employment with any other labor and/or employee organization related to bargaining unit employees, or any individual employee.

J. Release Time

1. UC Hastings agrees to provide release time for two bargaining unit members and one alternate bargaining unit member for the purpose of negotiating a successor or reopener agreement.
2. A union representative or alternate shall notify his/her immediate supervisor in advance of the anticipated use of release time to meet his/her union responsibilities. The use of release time should not interfere with the work responsibilities of the union representative. The supervisor shall communicate any concerns regarding work obligations to the union representative. Permission for release time shall not be unreasonably withheld.
3. In the event that a bargaining unit member is elected statewide president of the UC-AFT and/or requests leave to perform work for UC-AFT, said bargaining unit member may apply to the Library Director or designee for an unpaid or paid leave for up to one year. The request shall be submitted at least 60 days prior to the commencement of the leave. The request shall not be unreasonably denied. All costs (salary and benefits), if any, shall be reimbursed by UC-AFT to UC Hastings during the period of the leave.

K. Information Requests

UC Hastings shall fulfill UC-AFT requests for information and reports relating to employment conditions of librarians to the extent required by law.

L. Job Postings

1. UC Hastings shall email all new internal and external job postings to UC-AFT when posted.
2. All job postings for vacant bargaining unit positions shall include a statement that the position is represented by a union and is covered by a collective bargaining agreement.

M. Meetings

UC-AFT and UC Hastings, at the request of either party, shall meet to discuss problems of mutual concern.

ARTICLE 5: MANAGEMENT RIGHTS

- A. All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in UC Hastings and are not subject to meeting and conferring, except over the impact of such matters. Nothing in this Article shall be construed to waive either party's rights under HEERA. UC Hastings and UC-AFT agree that UC Hastings has the right to make and implement decisions related to areas including, but not limited to, those enumerated below, except as otherwise provided in this Agreement:
1. The right to manage and control the College's business and adopt rules and regulations; determine financial and budgetary policies (including all accounting procedures and all matters pertaining to public relations); determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 2. The right to assign and direct work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, and scheduling of all the foregoing, and the right to establish, modify or change any right or practice, except for past practices as per Article 26: Past Practices Not Covered by Agreement, providing those actions are not in conflict with the specific provisions of this Agreement.
 3. The right to direct the working force, including the right to hire, promote, suspend and discharge employees, transfer employees, evaluate, determine the qualifications of employees, determine the qualifications of employees, determine the size of the work force, lay off employees, and determine the policy affecting the recruiting, selection, testing, or training of employees, providing such selection shall be based upon lawful criteria and consistent with this Agreement.
 4. The right to determine the services, supplies and equipment necessary to continue its operations and to determine the means, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein, the placement of or distribution of work and the source of materials, supplies and staff.
- B. The above enumeration of management rights is not exclusive and does not exclude other management rights not specified, nor shall the exercise or nonexercise of rights retained by UC Hastings be construed to mean that any right is waived.
- C. An action taken or not taken with respect to a management right shall not be subject to the Grievance and Arbitration procedures of this Agreement or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 6: WAIVER

- A. The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter pertaining to or covered by this Agreement, except as otherwise provided herein.
- B. The policies and procedures set forth in the *Staff Personnel Policy and Procedure Handbook* will no longer apply to librarians, except as set forth below or elsewhere in the MOU.
- Substance Abuse (103)
 - Death Payments (311)
 - Conflict of Interest (401)
 - Non-Smoking in Workplace (402)
 - Catastrophic Leave (April 2001 addition at end of Policy & Procedure)
 - Employment of Relatives (209)
 - Medical Separation (214)
 - Reasonable Accommodation (215)
 - Administrative Leave (306A.1 & 306A.2)
 - Supplemental FMLA (306.5)
- C. Policies below are not included in the Staff Personnel Policy and Procedure Handbook and will apply to UC-AFT:
- Ergonomics Policy (not in *Handbook*, but policy exists)
 - Whistleblowing (not in *Handbook*, but policy exists)
 - Travel/Per Diem (*Financial Operations Policy and Procedure Manual* to continue the reimbursement for travel expenses)
 - Computer Resource Acceptable Use Policy
 - Board of Directors Standing Orders 102.7 & 104.1
 - Emergency Operations Plan – Hastings Safety and Security
 - Injury and Illness Prevention Program (IIPP)
 - Pandemic Response Plan
 - Dogs on Campus Policy
 - PCard Rules and Responsibilities
- D. Changes in the above policies and procedures applicable to librarians will be subject to notice and the meet and confer process.

ARTICLE 7: APPOINTMENTS, PROBATION, AND PROMOTIONS

A. UC Hastings Librarians: Professional Identity

1. UC Hastings librarians are professionals who provide legal and law related research services to students, faculty, and members of the UC Hastings community in support of the College's educational, research and public service functions. UC-AFT Librarians at Hastings perform a wide variety of work depending on their particular job and area of expertise. Librarian work includes: teaching legal research courses; selecting and developing research materials for immediate and future needs; ensuring the accessibility and availability of research materials; advising and instructing on multidisciplinary law-related research; developing and maintaining specialized information systems, including digital archives and integrated library systems; administering and managing library personnel and services; expanding available resources through cooperation with other libraries and consortia; and developing awareness of the range of ideas and possibilities for scholarly research.
2. The UC Hastings Librarian series includes bargaining unit members with the titles of Associate Librarian, Librarian, and Associate Law Librarian.

B. Appointments

Appointments of librarians are of two kinds: probationary and regular appointments. Appointment of a librarian at UC Hastings shall be made in writing by the Associate Dean for Library and Technology, or designee with the approval of the Chancellor & Dean of the College. The type of appointment and the classification shall be in the written appointment letter. The length of the probationary appointment shall be six months, but may be extended for an additional three months pursuant to section D.4 of this article.

1. A candidate for appointment shall have a professional background of competence, knowledge, and experience to assure suitability for appointment. A candidate for appointment shall normally be required to have a professional degree from a library school with a program accredited by the American Library Association. An Associate Librarian may be hired without the MLS or MLIS degree if he/she is enrolled in an accredited master's degree program in library science and will complete the degree within the probationary period. Completion of the MLS or MLIS degree is required for a regular appointment.
2. Selection of an individual to be appointed to the classification of Associate Librarian is based upon the requirements of the position with due attention to the candidate's demonstrated competence, knowledge and experience. A librarian's classification at appointment shall depend on previous professional library experience and other qualifications.

3. A candidate with previous relevant experience and strong qualifications may be appointed to one of the two higher classifications in the series.
 - a. For appointment of an external candidate as a Librarian, a candidate must have a minimum of five (5) years of experience as a professional librarian in this or another academic research or specialized library; and have qualifications appropriate to the specific job description.
 - b. For appointment of an external candidate as an Associate Law Librarian, a candidate must have a minimum of twelve (12) years of experience as a professional librarian in this or another academic, research or specialized library, of which three (3) years of experience must be in a law library specialization; and have qualifications appropriate to the specific job description.
4. A librarian's placement in the appropriate classification, to the appropriate tier, and to the appropriate salary level within the tier at appointment will be consistent with paragraph J of this Article and shall depend on previous professional library experience and other qualifications.

C. Job Description

1. Each librarian shall have a current job description. The job description will include all assigned duties and responsibilities, and the standard work week for the librarian.
2. If significant permanent or interim duties are added to a position, those duties shall be added to the librarian's job description.
3. The College shall provide timely, appropriate, and sufficient training for new responsibilities, assignments, equipment, and programs.

D. Probation

1. All librarian appointees shall serve one probationary period of six (6) months beginning with the initial date of hire. Probationary employees shall be covered under this agreement. Personnel actions regarding probationary employees shall be based on evidence of their performance as represented in their personnel file. They will be reviewed every two (2) months and will be provided a copy of each review and an opportunity to respond, and have their response included in the file. A probationary employee may be released from employment based on the content of one or more probationary reviews that shows a failure to meet the benchmarks. A probationary employee may be immediately released from employment without prior notice, based on gross misconduct and/or egregious behavior as determined by the College. Probationary employees may not grieve their release from employment, provided that UC Hastings has complied with

this article and Article 22: Non-Discrimination/Non-Harassment.

2. A list of benchmarks to be achieved within the probationary period shall be created at the time of the creation of the job description and will be reviewed with the librarian at the time of hiring. Discussion of these benchmarks shall occur at every probationary performance review. Progress in meeting the benchmarks shall provide the evidence of good job performance and professional competence of the librarian during this critical period.
3. Any full week of authorized leave that an employee takes during the probationary period may extend the length of the probationary period for a week at the discretion of management.
4. Extraordinary circumstances occurring during a librarian's probationary period may result in the extension of the probationary period for up to three months. In the event that the probationary period is extended, UC Hastings shall notify the employee and the UC-AFT in writing at least one (1) week prior to the original probationary period end date.
5. An appointed librarian who has not yet completed the MLS or MLIS degree shall do so within the probationary period (see B.1 Appointments)

E. Annual Performance Review

1. The annual performance review will determine whether duties, responsibilities, assignments, and objectives were met.
2. The annual review process shall be based on objective documented performance.
3. Librarians shall receive an annual review on or about April 1 each year. If the librarian's probationary period ends less than six months before that date, the librarian's annual review shall be postponed until the following year. The annual review shall be conducted by the librarian's supervisor.
4. Performance reviews will follow the procedure laid out in the Librarian Performance Appraisal Form (See Appendix).

F. Advancement and Promotion

1. There are two types of possible upward movement for UC Hastings librarians:
 - a. promotion to the immediate next higher tier via the promotion process outlined in Section G of this Article;

- b. appointment to a higher librarian classification after applying for a posted vacant position.

G. Promotions Process

1. A promotional review may be initiated by library management or by the librarian. Promotions should be requested during the annual performance review period.
2. An ad hoc Promotion Review Committee shall be formed and composed of three members: one UC-AFT member, a management librarian, and a UC Hastings faculty member. The library management member, and the faculty member shall be appointed by the Chancellor & Dean. The UC-AFT member shall be appointed by the UC-AFT in consultation with librarians at UC Hastings. Each member of the Promotion Review Committee shall exercise independent judgement in applying the standards set forth in this section to issue a recommendation on the promotion(s).
3. The four standards the Promotion Review Committee shall use for assessing promotions to a higher tier are: job effectiveness; professional growth and activity; service to the College and the community; and scholarly activity, research and other creative work. Although contribution in each of these areas will vary considerably from person to person, depending on each person's primary function as a librarian, performance and potential shall be reviewed and evaluated in each of these four standards. The standards shall be applied in the context of a law library. 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 College.
4. Promotion shall not be based solely on length of service.
5. A promotion will include a salary increase as designated by Article 14 of this Agreement.
6. The Promotion Review Committee shall review the candidate's file and make a written recommendation regarding promotion to the Associate Dean for Library and Technology or his or her chosen designee, who shall issue a final written determination. The candidate shall have the opportunity to review his or her file and to respond to the Committee's recommendation prior to the file's submission to the Associate Dean or designee.
7. The final decision on promotion will be made by the Associate Dean for Library and Technology and the Chancellor & Dean. The decision will be accompanied by an explanatory report and will be provided by the Associate Dean to the

promotion candidate and to the Promotion Review Committee.

8. Work performance and professional achievements after hiring are the basis for the first promotion. Work performance and professional achievements after a previous promotion are the basis for the next promotion.
 9. Promotions shall be effective on the first day of the new fiscal year (July 1) following the April promotion review. If a promotion review is delayed until after July 1 of the year the librarian initiated the promotion process, the raise shall be retroactive to July 1 of the year the librarian initiated the promotion process.
- H. Promotion Review Criteria. The four standards by which the promotion applicant is reviewed are listed in descending order of importance. The librarian undergoing review for promotion should show evidence of meeting at least three (3) of the following criteria, two of which must be job effectiveness and professional growth and activity:
1. Job Effectiveness: Effectiveness in job performance is the most important attribute of a professional librarian. In order to judge fairly the total job effectiveness of each librarian, the following factors should be documented:
 - a. command and knowledge of the general principles of law librarianship and of one's specialty area;
 - b. fulfillment of one's principal responsibilities;
 - c. consistency of performance, judgment, leadership, initiative, communication, and ability to work effectively with others;
 - d. knowledge of current developments in one's area of responsibility; and
 - e. ability to apply ideas gained from individual study and observation to the improvement of one's area of responsibility in the library.

Job effectiveness as determined by the Library management in consultation with the Promotion Review Committee is deemed of greater importance than any other standard.
 2. Professional Growth and Activity: A librarian's professional commitment and contribution to the library profession should be evaluated by taking account of such activities as the following:
 - a. relevant additional educational achievement, including further formal education or informal education through participation in workshops, conferences, symposia, etc. designed to update and extend professional knowledge.

- b. attendance at meetings and conferences of international, national, state and local professional and scholarly organizations.
 - c. assumption of committee and/or elected office responsibilities in professional organizations.
 - d. teaching, lecturing, editorial activity, conducting workshops, or similar service.
3. Service to the College and the Community

The librarian may submit evidence of effective service to the College (outside of the Library), such as serving on committees, study groups, and task forces, and of professional services to the community, state, and nation.

4. Scholarly Activity, Research, and Other Creative Work

The librarian may submit evidence of scholarly activity, research and other creative work. Many librarians devote a great proportion of their time to the inseparable activities of research support to faculty, and therefore, have less time for formal creative work than most scholars in the College. Account should be taken of the type and quality of creative activity normally expected in the candidate's field. The evaluation of such research should be qualitative and not quantitative. These activities may include, but are not limited to, the following:

- a. publication in a professional library or information science journal, or law journal, or in a scholarly journal of another field;
 - b. publication of a book by a commercial or university press;
 - c. presentation of a paper or participation on a panel at a meeting of a professional association;
 - d. development and presentation of original course content for academic courses.
- I. The findings of the Promotion Review Committee and the promotion decision made by the Associate Dean are not grievable by the Librarian, with the exception of procedural violations of this or other articles in this Memorandum of Understanding.
- J. Librarian Series Classification Tiers:
- 1. Associate Librarian (Tier I): Associate Librarian is an entry level rank assigned to librarians who are beginning their professional careers or who have served only a brief period of time in a professional capacity.

The classification of Associate Librarian is based upon the requirements of the position with due attention to the candidate's demonstrated competence, knowledge

and experience.

Qualifications: A master's degree from a program in library science or information science accredited by the American Library Association is required subject to Section B.1 of this Article. Other graduate degrees may be required in addition to the ALA-accredited MLS based on the functional needs of individual positions.

2. Associate Librarian (Tier II):

Qualifications: In addition to the minimum educational requirements for Tier I, two years of additional professional experience are required. Evaluation of job performance is of primary importance in promotion decisions in this tier. For promotion or appointment to Tier II, a librarian must demonstrate effective job performance by learning assigned responsibilities and be able to perform these in a competent and independent manner.

While the evaluation of job performance is of primary importance in promotion decisions at this rank, relevant continuing education or training is desirable.

3. Associate Librarian (Tier III):

Qualifications: In addition to the minimum educational requirements for promotion or appointment to Tier II, two years of additional professional experience are required. Appointment or promotion to this tier signifies that the librarian has developed the skills, knowledge, and techniques of librarianship and has made meaningful contributions to the library. A librarian must:

- a. Demonstrate effectiveness in job performance (see Section H.1)
- b. Be able to demonstrate an ability to work without supervision, to suggest new methods or procedures, and to foresee problems and suggest solutions.
- c. Begin to fulfill the criteria for professional growth and activity (see Section H.2).
- d. Begin to fulfill the criteria for service to the College and the community (see Section H.3).

4. Librarian (Tier IV):

In addition to the minimum educational requirement for Tier III, for promotion or appointment to Librarian a candidate must have a minimum of five (5) years of experience as a professional librarian in this or another academic research or specialized library; and have qualifications appropriate to the specific job description. Promotion or appointment to this tier is based on evidence of sustained and continuing excellence as articulated in Section H of this Article.

The standard of performance for promotion or appointment to this rank is substantially higher than that required for Associate Librarian.

Qualifications: A librarian must:

- a. Demonstrate continued effectiveness in job performance (see Section H.1).
- b. Be able to demonstrate an ability to work without supervision, to suggest new methods or procedures, and to foresee problems and suggest solutions.
- c. Have in-depth knowledge of a particular area of librarianship or subject discipline and make substantive contributions.
- d. Provide substantive evidence of professional growth and activity (see Section H.2).
- e. Provide substantive evidence of service to the College and the community (see Section H.3).

5. Librarian (Tier V):

Qualifications: In addition to the minimum educational and professional experience requirements for Tier IV, for promotion or appointment to Tier V, three years of additional professional experience are required. Appointment or promotion to this tier signifies that a librarian must:

- a. Demonstrate outstanding effectiveness in job performance (see Section H.1).
- b. Demonstrate examples of leadership that enable the library to achieve its mission.
- c. Demonstrate outstanding contributions to professional growth and activity (see Section H.2).
- d. Demonstrate outstanding service contributions to the College and the community (see Section H.3).

6. Associate Law Librarian (Tier VI):

In addition to the minimum educational requirements for Tier V, for promotion or appointment to Associate Law Librarian, a candidate must have a minimum of twelve (12) years of experience as a professional librarian in this or another academic, research, or specialized library, of which three (3) years of experience must be in a law library specialization; and have qualifications appropriate to the specific job description.

The rank of Associate Law Librarian is reserved for individuals who exemplify leadership, innovation, collegiality, and dedication to the Library and its users, the College, and the field of librarianship. The appointee will have a reputation for superior accomplishments within their field and may have a leadership role within the Library. An Associate Law Librarian must also demonstrate significant achievements in at least two areas of professional activity. Significant achievement in professional organizations at this rank can be demonstrated by activities such as holding a major office, serving as a committee chair, extensive committee work, or similar activities which contribute to the vitality of the library profession or to an academic discipline related to the individual's position. The involvement, effort, and contribution must be at a level that is recognized by others in the field. At this rank, academic research and

publication activities will be judged both by quality and extensiveness of activities. These activities should go beyond the occasional and reflect expertise recognizable by others in the field.

Qualifications: A librarian must meet three of the following four criteria. At least two of these criteria must be job effectiveness and professional growth and activity:

- a. Demonstrate exceptional effectiveness in job performance (see Section H.1).
- b. Provide evidence of exceptional contributions to professional growth and activity (see Section H.2).
- c. Provide evidence of exceptional service contributions to the College and the community (see Section H.3).
- d. Demonstrate substantive criteria of scholarly activity, research, and other creative work as defined above (see Section H.4).

ARTICLE 8: OPEN POSITIONS AND REASSIGNMENTS

A. Open Positions

1. When a bargaining unit position becomes available, it shall be posted internally for ten (10) calendar days before commencement of external recruitment for the position.
2. A bargaining unit member who applies for the vacant position within ten (10) calendar days and meets the minimum requirements set forth in the posted job description for that position, as determined by the hiring manager, shall be transferred into the vacant position subject to applicable background checks.
3. If two or more bargaining unit members apply for the same vacant position and both meet the minimum qualifications set forth in the posted job description, as determined by the hiring manager, the bargaining unit member with the most seniority shall be transferred subject to applicable background checks.

B. Temporary Reassignments

1. When Library management changes the organizational unit, reporting relationship, or significant duties of a librarian for longer than two (2) weeks, a temporary reassignment has occurred.
2. A temporary reassignment shall have a duration longer than two (2) weeks as well as a specified ending date of no later than three (3) months.
3. Written notice of a reassignment shall be given to the affected librarian as soon as possible, but a minimum of five (5) working days, prior to implementation of a full-time voluntary or involuntary temporary reassignment.
4. A written description of the new assignment, including the new reporting relationship, and duration, if not indefinite, shall be provided to the affected librarian. Normally, the description of the new assignment shall be given to the librarian prior to or at the time of the reassignment, but it shall be given no later than ten (10) working days after the commencement of the new assignment.
5. When an involuntary temporary reassignment is anticipated, the College will offer to meet with the librarian prior to implementation to discuss the proposed change. The College may consider alternatives to the proposed changes, including a postponement of the start date of the temporary reassignment.
6. In the event that an involuntary temporary reassignment requires skills not held by the affected librarian, the Library shall provide the necessary training and/or continuing education.
7. Temporary reassignment is not a form of corrective action and does not affect the rank, step, or career status of the librarian. Temporary reassignments shall be based

on the operational needs of the Library.

8. A librarian may volunteer for temporary reassignment; however, the College is under no obligation to accept this offer from the librarian.

ARTICLE 9: TEMPORARY LIBRARIAN APPOINTMENTS

A. Temporary Librarian Appointment

1. Shall have a specified date of termination.
2. Fills a temporary and finite need in the Library. Temporary appointments may be created to address situations such as, but not limited to the following:
 - a. Librarian leaves
 - b. Time-limited projects
 - c. Temporarily reassigned librarians
 - d. Open positions during recruitment
3. Is not appropriate for managing budget uncertainties.
4. Shall be for a period of one (1) year or less, including renewals.
5. Is automatically self-terminating.
6. Is subject to the provisions in Article 11: Layoff.

B. Temporary Appointees

1. Must meet the minimum qualifications of the position, as defined in Article 7, B.1, and are expected to perform their duties with the same proficiency as career appointees;
2. If hired into a permanent position, will be given credit for time spent in temporary status when determining seniority and hiring salary.

C. Release

1. Release is the termination of the employment of a temporary librarian prior to the completion of his/her appointment. Reasons for a release include, but are not limited to, inadequate job performance or early completion of an assignment or project.
2. A temporary librarian who is released prior to his/her appointment ending date shall be given reasonable written notice of the new ending date. The UC-AFT shall also be notified of any new ending dates for temporary appointments.
3. The release of a temporary librarian is not grievable.

ARTICLE 10: RESIGNATIONS

- A. Resignation in Good Standing A librarian's resignation with at least two (2) weeks written notice (or less if the Executive Director of Human Resources or designee consents to the librarian's termination on shorter notice) is a resignation in good standing. Notice of resignation shall be submitted to the librarian's supervisor and the Human Resources department.

- B. Constructive Resignation
 - 1. A constructive resignation occurs and is effective when a librarian has been absent from duty for three (3) consecutive working days without contacting his/her supervisor or Human Resources, or having a family member, housemate, or domestic partner contact his/her supervisor or Human Resources; and
 - 2. Three (3) more consecutive working days have elapsed without response from the librarian after the mailing of a notice of resignation with proof of service by the Executive Director of Human Resources or designees to the employee at the employee's last known address.
 - 3. In case of emergency or exceptional circumstances, such absence and failure to contact UC Hastings shall not be construed as constructive resignation. In such circumstances, the librarian must contact UC Hastings within a reasonable amount of time. Each instance of an emergency or exceptional circumstance will be reviewed on a case-by-case basis.

ARTICLE 11: LAYOFF, REDUCTION-IN-TIME, AND SENIORITY

A. Definitions

1. A layoff is an involuntary separation from employment or a reduction-in-time due to operational or financial necessity. Layoffs may be indefinite or temporary.
 - a. A temporary layoff is a layoff of fewer than four (4) months in which the College specifies a return to work date.
 - b. An indefinite layoff is a layoff for which no return to work date is specified.
2. Recall/reemployment is appointment of a laid-off librarian to a non-temporary position within the bargaining unit.
3. A reduction-in-time is a decrease in the appointment percentage of a position held by a librarian.

B. Minimizing the Effects of Layoffs

1. The policy of the College is to minimize the effects of layoffs and reductions in-time on librarians.
 - a. The College may consider attrition, retirement, and other voluntary reductions in staffing at the College that may, as determined by the College, make layoffs unnecessary. This is at the sole, non-grievable discretion of the College.
 - b. The College shall eliminate existing temporary positions within the bargaining unit before laying off or reducing-in-time permanent librarians.
 - c. When a vacancy exists in a career position within the bargaining unit, the College shall reassign a librarian scheduled for layoff to that position, provided the librarian is qualified to perform the duties of that position as set forth in the most recent job description or is able to acquire any additional skills needed within six (6) months. UC Hastings will provide the necessary training opportunities.
 - d. UC-AFT librarians shall not be subject to layoff or reduction in percentage of appointment due to the College's use of non-bargaining unit members, other than librarian management, to perform librarian work at the College.
2. Upon request of the UC-AFT, UC Hastings will meet to bargain the impacts of the layoff(s) or reduction(s)-in-time.

C. Notice

1. Sixty (60) calendar days before a layoff is to be implemented, the College shall provide written notice to the affected librarian and the UC-AFT of its decision to lay off.

2. Sixty (60) calendar days before a reduction-in-time is to be implemented that makes a librarian no longer eligible for the College's full benefit plan, the College shall provide written notice to the affected librarian and the UC-AFT.
3. Thirty (30) calendar days before any other reduction-in-time is to be implemented, the College shall provide written notice to the affected librarian and the UC-AFT.
4. If less notice is provided to the affected librarian than is required above in Section C of this article, the librarian shall receive pay in lieu of notice for each additional day the librarian would have been on pay status. The affected librarian shall be notified of benefit continuation and unemployment insurance processes and, in addition, a regular status employee shall be informed of the procedures for reemployment.
5. The librarian shall be eligible for recall/reemployment as of the date of the notice. The period of recall/reemployment rights (per Section E) begins on the effective date of the layoff.
6. Within twenty (20) calendar days after notification to the UC-AFT of the layoff, the College will provide to the UC-AFT available financial or other information related to the layoff if requested.
7. In the event it becomes necessary to convert a temporary layoff to an indefinite layoff, the librarian on temporary layoff, and the UC-AFT, shall be given notice of a change to indefinite layoff status at least thirty (30) calendar days in advance of the date of the change.
8. In the event of conversion of a temporary layoff to an indefinite layoff, the librarian shall be eligible for recall/reemployment as of the date of the notice as provided in C.7 above. The period of recall/reemployment as specified in Section E.1 and E.2 of this Article commence on the effective date of the indefinite layoff.
9. The College will notify UC-AFT in a timely manner of all offers of recall/reemployment.

D. Order of Layoff/Seniority

1. The order of layoff and reduction-in-time of librarians in the UC Hastings UCAFT unit shall be in inverse order of seniority.
2. For purposes of this Article, seniority is based upon the number of months of service in the Librarian Series on pay status and is prorated based on appointment percentage.
3. In the event two (2) or more librarians have the same number of full-time equivalent months (days), the librarian with the most recent date of appointment shall be laid off first.

E. Recall/Reemployment

1. Recall: When the College decides to fill the same position from which the librarian has been laid off, the librarian shall be recalled to the position at the same rate of pay and career status provided:
 - a. The librarian is within eighteen (18) months of being placed on layoff; and
 - b. The librarian is available to begin work; and
 - c. The librarian is able to acquire any additional skills needed for the position within three (3) months. UC Hastings will provide the necessary training opportunities.
2. Reemployment: When the College decides to fill a non-temporary position in the bargaining unit, a librarian with career status shall be reemployed with career status at his/her previous rate of pay and fulltime, probationary status, pursuant to Article 7.D, provided:
 - a. The librarian is within eighteen (18) months of being placed on layoff; and
 - b. The librarian is available to begin work; and
 - c. The librarian on layoff is determined to be qualified to perform the duties of that position as set forth in the most recent job description or is able to acquire any additional skills needed within six (6) months. UC Hastings will provide the necessary training opportunities.
3. If more than one (1) qualified librarian is on layoff from the College, the order of recall/reemployment shall be by seniority.
4. The College shall keep a roster of any librarians who have been laid off during the period of recall/reemployment described in E.1 and E.2. This list shall be updated monthly.
5. If a librarian on layoff accepts a temporary appointment:
 - a. Their right to recall/reemployment is not terminated; and
 - b. Their position on the layoff roster is not affected.
7. All temporary appointments shall first be offered to librarians on the recall/reemployment list, in order of seniority.

8. Recall/reemployment rights apply to librarians who were subjected to a reduction-in-time.
9. The librarian's right to recall/reemployment terminates if the librarian:
 - a. Refuses or fails to respond within fourteen (14) calendar days to written offers of recall/reemployment in two (2) separate positions for which the librarian is qualified at the same or higher appointment percentage and salary. The fourteen (14) calendar day response period shall begin immediately from the date written notice is served as indicated in the Proof of Service; or
 - b. Accepts reemployment in the Librarian Series at the College at the same or higher salary and appointment percentage, and passes probation as described in E.2 above.

F. Effects on Benefits

1. A librarian on layoff may continue in certain group insurance programs for the length of time provided by the regulations (C.O.B.R.A.), if the employee pays the full premium. Information regarding the continuation of benefits is provided to each employee at the time of notice of layoff.
2. Retirement system regulations determine the effect on retirement benefits while an employee is on indefinite or temporary layoff.

ARTICLE 12: PROFESSIONAL ACTIVITIES AND PROFESSIONAL DEVELOPMENT

- A. Librarians devote their time and energies to supporting the College's teaching, research, and service mission. There shall be reasonable flexibility and reasonable individual discretion, consistent with working as part of a small unit with high service expectations, for librarians in the use of work time to meet these needs. The choice of professional development activities, such as research, writing, public service, and attendance at professional meetings (i.e. conferences, institutes, seminars, and workshops), as well as the choice to join and maintain membership with professional organizations, are left to the discretion of the individual librarian. Professional development commitments must be consistent with the operational needs of the Library and be adequate to meet the rapid technological and innovative changes within the profession.
- B. Bargaining unit members shall have three (3) days of paid professional development time per academic year. Paid professional development time is coordinated with Library management. Librarians shall provide reasonable advance written notice to their supervisor that includes the scheduled time away from work and a brief description of the development activity. Any unused professional development leave will be forfeited if not used within the academic year. Assuming funding availability, \$500 will be allocated to each librarian to use towards professional development activities.
- C. Librarians will be provided opportunities to participate in both Professional Activities and Development as described below. Librarians will also be afforded opportunities to join and participate in relevant professional organizations. Funding for these activities will be provided as described below, based on funding availability by the College.
- D. Beginning in the spring of the prior fiscal year, librarians will submit, in writing, their requests for participation in Professional Activities and Development for the fiscal year to the Deputy Director for consideration and approval. These requests would be for professional activities not covered above in B.
 - 1. Funding for annual memberships in professional organizations will be approved by Library management.
 - 2. Funds allotted to Professional Activities and Development for bargaining unit members will vary from year to year depending on the needs of the Library and funding availability. Professional Activities and Development will be coordinated with the Deputy Director. These funds will be allocated by Library management and may be used for webinars, conferences, workshops, online courses, institutes, seminars, meetings, training, re-certifications, travel/accommodations, etc.
- E. Nothing in this Article shall preclude bargaining unit members from applying for and receiving funding from other sources for professional development.

- F. Decisions regarding the allocation of funds for Professional Activities and Development are not grievable or arbitrable except to the extent that they violate other provisions of this agreement. The decisions shall not be arbitrary, capricious, or unreasonable.

ARTICLE 13: EMPLOYMENT FILE

A. Official Employment File

The official File is the file maintained by the Human Resources Department and will be kept confidential. Materials designated for the File shall be filed within thirty (30) days.

B. Right to Access Official Employment File

Librarians shall be allowed to view their Employment File by visiting the Human Resources Department. A librarian may designate in writing a representative of his/her choosing to view the File. If, due to operational needs, viewing the File is not possible, then the librarian and Human Resources shall set a mutually agreed upon time. Librarians or their designee shall receive a scan or photocopy of their official File at their request at no charge within three (3) business days of the request, provided the librarian or designee receives the scan or photocopy at least twenty-four (24) hours prior to a Skelly hearing, grievance meeting, or any other meeting that could lead to disciplinary action. The Employment File shall not be altered in any way in the period of time between the request and the librarian's or designee's receipt of the File.

C. Right to Add Materials

A librarian may submit a written response to disciplinary actions, performance appraisals, and other matters in her/his File, which shall be added to the official Employment File.

D. Corrections or Deletions

A librarian may request, in writing, corrections or deletions of materials in his/her employment File if the librarian believes the material is not accurate, relevant, timely or complete. The request to their supervisor or designee shall include the reason(s) for the correction or deletion. This statement shall become part of the librarian's File. Within thirty (30) calendar days, the supervisor or designee shall determine whether the request will be honored and so inform the librarian in writing. If the request is denied, the reasons shall be included in the written notice.

ARTICLE 14: SALARY AND DURATION

A. Duration

1. The parties agree to a four (4)-year contract effective November 1, 2020 to October 31, 2024.

B. Wage Increases

1. On January 1 of each year of the contract, each member of the librarian unit shall receive a 3% General Salary Adjustment (GSA).
2. The existing minimum pay rates for all librarian unit positions in Section D.1. will be adjusted each January 1 to reflect future GSA increases. After such increases, if any employee remains below the adjusted pay band minimum, that employee shall receive an increase to the adjusted pay band minimum.

C. Promotions

1. The minimum salary increase associated with a promotion shall be seven (7) percent. Nothing in this MOU prohibits UC Hastings Management, in its sole discretion, from offering promotional salary increases of more than seven (7) percent. Management's decision in this regard is not grievable.

D. Tier System

1. Upon ratification, the minimum salaries for the Librarian Series Classification Tiers in Article 7(J) shall be:

Classification Title	Classification Tier	Minimum Salary
Associate Librarian	Tier I	\$65,800
Associate Librarian	Tier II	\$70,500
Associate Librarian	Tier III	\$75,500
Librarian	Tier IV	\$81,000
Librarian	Tier V	\$87,000
Associate Law Librarian	Tier VI	\$93,200

2. Nothing in this MOU prohibits UC Hastings Management, in its sole discretion, from offering more than the minimum salary assigned to the Tier. Management's decision in this regard is non grievable.

E. Signing Bonuses

1. Any new signing award to AFSCME members as part of a new MOU between UC Hastings and AFSCME shall also be awarded to each member of the librarian unit at UC Hastings. If such a bonus is awarded to members of the unit, it will not be added to the employee's base pay.

ARTICLE 15: WORK WEEK AND FLEXIBLE SCHEDULES

A. Standard Work Week

1. All Hastings UC-AFT librarians are exempt employees. The standard work week for full-time bargaining unit members shall normally be forty (40) hours. The standard part-time work week will be prorated accordingly.
2. As exempt employees and professionals, the UC-AFT librarians will work to meet deadlines and service expectations and will not receive overtime. While workloads will vary depending on a variety of factors, regular communication between represented librarians and their supervisor will ensure that workloads are reasonable. Librarians concerned with workload management issues will discuss their concerns with their direct supervisor as applicable. If the workload issues remain unresolved, librarians may discuss the issues with the Deputy Director or the Associate Dean for Library and Technology.
3. Librarians' work schedules shall be set by management in consultation with each librarian. Considerations for setting work schedules include:
 - a. The library's service needs as determined by Library management;
 - b. The librarian's individual job responsibilities;
 - c. The librarian's scheduling needs;
 - d. The use of staggered schedules to cover Library service needs.
4. A librarian's schedule is reasonably consistent from one work week to the next. Changes shall be discussed in advance with the librarian.
5. Librarians may be hired to work day, evening, weekday, or weekend shifts (or some combination of these shifts).
6. Librarians may volunteer to cover shifts outside their standard work week schedule.
7. Coverage for alternate Reference Desk shifts outside of a librarian's standard work schedule:
 - a. Management will decide whether coverage is necessary.
 - b. If coverage is deemed necessary, the Deputy Director will first ask for volunteers from the Reference Librarians to cover the shifts.
 - c. If volunteers are not available, and there is at least one (1) weeks' notice, the Deputy Director may assign Reference Librarians to cover the shifts and may use a rotation based on inverse seniority and in consultation with the affected librarians. If involuntary assignments are necessary, all remaining Reference

Librarians will share the shift coverage.

- d. This reference desk shift coverage may be done remotely if approved by the Deputy Director.
- e. Reference librarians who cover an alternate shift reference desk shift outside of their standard work schedule are only expected to work the standard forty (40) hour work week. They will work with their supervisor to adjust their work week to compensate for the extra hours worked.

B. Flexible Work Arrangements

1. UC Hastings recognizes the growing demands on librarians who have both professional and personal responsibilities, as well as the increasing challenge of finding new and better ways to manage people, time, space, and workload effectively. Flexible work arrangements may promote productivity, enhance job satisfaction, and enable recruitment and retention of valuable staff. The college is supportive of the flexible work arrangements, when the arrangements meet the objectives of the College and the needs of the Librarian.
2. Flexible work arrangements deviate from the traditional work-week, and include combinations of remote and on-campus work, flexible work schedules, and varied schedules from week to week.
3. Librarians may make written requests for flexible work arrangements to the Deputy Director and Associate Dean for Library and Technology. Requests will specify the desired work schedule, location, and days and hours.
4. The Deputy Director and Associate Dean for Library and Technology will consider each request on a case-by-case basis.
5. Denial of a flexible work arrangement shall be based on operational library needs or other College objectives, as determined by library management. The reason for denial, including the specific library needs or College objectives implicated, shall be communicated in writing within seven days of the request.
6. The College will support telecommuting and remote work arrangements by providing tech support such as College approved software and VPN access.
7. Denial of a flexible work arrangement and/or a flexible work schedule request shall not be grievable.

ARTICLE 16: CAMPUS CLOSURES/ACTS OF GOD

A. Campus Closures Due to Unexpected Events and Acts Of God

The provisions of this article apply specifically to circumstances resulting from unexpected events and Acts of God.

1. Consistent with its management rights, the College has the sole, non-grievable right to close the campus or curtail some or all of its operations for periods of specific duration.
2. When the Chancellor & Dean or his designee has ordered the campus closed or operations curtailed, employees shall receive their normal compensation for up to five (5) working days (except as provided below in paragraph B). Additional time may be authorized at the Chancellor & Dean's discretion.
3. Pay status during total or partial campus closure: With the exception of Section 2 pay policy above, during a total or partial closure or curtailment of operations as described above, whether or not the College is able to anticipate such event, one or a combination of the following pay status options may apply to affected employees:
 - a. Employees may elect to use accumulated vacation leave during the closure period. Newly employed unit members will be allowed to use accrued vacation even if the required six (6) continuous months' pay status have not been completed. Employees without sufficient accrued vacation time will be allowed to use up to three (3) days vacation leave prior to actual accrual.
 - b. Employees who do not use vacation may elect to take a leave without pay during the closure. If an employee is in leave without pay status due to a location closure which is three consecutive days or less in duration, such a full-time or part-time employee shall continue to accrue vacation and sick leave at his/her normal rate.
 - c. Employees who do not select from Section 3a or 3b above, or who do not qualify for Section 3a or 3b above, shall, for the period of time necessary, be placed in a leave without pay status. The hourly accrual provisions in Section 3b above shall also apply to employees who are placed in leave without pay status.

B. December End of Semester Holiday Shutdown

The Chancellor & Dean or his designee may order the campus closed between Christmas and New Year's due to holiday influences on scheduled work activities. In this event the following applies:

1. Employees may elect to use accumulated vacation and unused personal holidays as well as any personal holidays specifically designated for use during the closure period

Employees without sufficient accrued vacation time will be allowed to use up to three (3) days vacation leave prior to actual accrual. Employees may also take leave without pay if they desire.

2. With supervisory approval, employees may elect to work on campus or telecommute during the closure period.

ARTICLE 17: HOLIDAYS

- A. Employees receive holiday pay according to their appointment percentage.
- B. The Holidays listed below and any other holidays as designated by the Dean are observed as paid holidays:
1. New Year's Day (January 1st)
 2. MLK Jr. Day (third Monday in January)
 3. Presidents' Day (third Monday in February)
 4. Spring Break Holiday (the Friday of the College Spring Break Week)
 5. Cesar Chavez Day (last Friday in March)
 6. Memorial Day (last Monday in May)
 7. Independence Day (July 4th)
 8. Labor Day (first Monday in September)
 9. Veterans' Day (November 11th)
 10. Thanksgiving Day (fourth Thursday in November)
 11. Friday following Thanksgiving Day
 12. Christmas Eve (December 24th)
 13. Christmas Day (December 25th)
 14. New Year's Eve (December 31st)
 15. Personal Holidays as follows:
 - a. Three (3) Personal Holidays per calendar year to be used at the employee's discretion.
 - b. Requests for Personal Holidays shall be granted, subject to operational needs. No employee shall be unreasonably denied their Personal Holiday request. The employee's direct supervisor shall state the reason when denying the request, in writing.
 - c. No Personal Holidays accrue or roll over into the next year. They are allocated on a "use it or lose it" basis.
- C. Provisions
1. Holidays on Saturday or Sunday: When a holiday falls on a Sunday, the following Monday is observed as a holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday.
 2. Special or Religious Holidays: An employee may observe a special or religious holiday, provided the time is charged as a Personal Holiday or vacation day.
 3. Compensation for Holiday Work: Librarians will be paid at the regular straight time rate of pay for the day. In addition, he/she will receive holiday credit equivalent to a day off. This will be prorated for part-time employees.
 4. A librarian whose regular day off falls on a holiday listed above shall receive holiday credit.

ARTICLE 18: LEAVE

A. Vacation Leave

1. Eligibility -- bargaining unit members with a career appointment of 50% time or more are eligible to earn vacation from the date of appointment, unless stated otherwise in this Agreement.
2. Accrual
 - a. Librarians accrue vacation credit at the rate of approximately two (2) working days per month, up to a maximum accumulation of forty-eight (48) working days, at which time the employee ceases to accrue vacation credit until the total balance falls below the maximum. Vacation credit for eligible employees is earned each month based on the percent of time or number of hours on pay status for that month. Employees must be on pay status at least one-half (1/2) of the working hours to earn vacation credit for that month.

Leave Category	Annual Rate Per Hour on Pay Status (hours)	Approximate Yearly Earning	Maximum Accumulated Balance
Vacation	.092308	24 days	384 hours

- b. An employee shall accrue full or proportionate vacation credit based on the following criteria:
 - i. Vacation credit shall accrue during leave with pay;
 - ii. Vacation credit for each month shall accrue at the end of the month, except that an eligible separating employee accrues proportionate vacation through the last day on pay status;
3. Use of Vacation Leave
 - a. Vacation Leave may not be taken during the initial probationary period with the exception that any accrued vacation time may be used during the winter holiday.
 - b. Scheduling Vacation: Vacation Leave shall be scheduled in accordance with the following:
 - i. Vacation Leave requires reasonable advanced approval by the supervisor before being taken.
 - ii. Vacation credit shall not be used prior to the time it is accrued.
 - (a) Absence for illness, disability, or personal reasons: for example, special or religious holidays, may be charged to vacation.

- iii. Requests for Vacation Leave shall not be unreasonably denied. Every effort will be made to accommodate vacation requests of employees approaching the maximum vacation accrual rate.
- c. Transfer of Vacation:
 - i. An employee who is transferred, promoted, or demoted from one (1) UC Hastings position or funding source to another UC Hastings position or funding source shall have the vacation credit transferred.
 - ii. An employee who is transferred, promoted, or demoted to another UC Hastings position in which the employee will not be eligible to accrue vacation credit shall be paid for accrued vacation.
- d. Terminal Vacation Pay: An eligible employee who separates from UC Hastings employment or who is granted extended military leave shall be paid for vacation credit accrued through the employee's last day of work. The effective date of separation shall be the last day of work, except that an employee who is retiring may use vacation up to the effective date of retirement.
- e. A bargaining unit member who dies shall have his or her accumulated vacation credit paid to his/her designated beneficiary.

B. Personal Leave

The College may grant an unpaid personal leave of absence for a period of up to three (3) months. UC Hastings may grant additional leave on a case-by-case basis. The employee shall not accrue paid leave, such as vacation and/or sick leave, but shall be eligible to assume the full cost of benefits, if allowed by the current regulations of the UCRP and University Group Insurance. Such leaves shall not be considered a break in service.

C. Bereavement Leave

1. Up to five (5) days of paid Bereavement Leave per occurrence may be used when attendance is required due to the death of the employee's parent, spouse, domestic partner, child, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step/half relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household. Bereavement leave is not accrued time off and is not carried over from year to year.
2. In the event an employee has a personal obligation other than listed above, the employee shall be permitted to use up to five (5) days of accrued sick leave per calendar year for funeral attendance and/or bereavement.
3. Documentation of a death or funeral services will be required upon return from Bereavement Leave.

D. Administrative leave shall be granted under the following circumstances:

1. Investigation: Employees shall receive administrative leave with pay during an investigation requiring the employee's absence from work.
 2. College Proceedings: Employees who are required to attend college administrative functions, including but not limited to, graduation, events, and committee meetings shall have their time counted as straight time worked.
 3. Voting: Employees shall be granted administrative leave with pay for up to two (2) hours to vote in a statewide primary or general election.
 4. Jury Duty: A bargaining unit member shall be eligible for a leave of absence with pay to serve on jury duty. Upon receipt of initial notification for jury duty, the bargaining unit member shall promptly notify the appropriate library administrator. An employee must obtain an attendance certificate from the court to which he/she was called for jury duty and submit such certificates to his/her supervisor.
 5. Emergency Leave: An emergency leave with or without pay may be granted to a bargaining unit member in the event of a natural catastrophe or emergency situation that places the health and safety of the employee or his/her immediate family or property in jeopardy. Such leaves shall normally be of short duration. If a bargaining unit member chooses to be paid during an emergency leave, he or she may use accrued vacation or sick leave as applicable.
- E. Military Leave: UC Hastings shall provide military leave consistent with the requirements of State and federal law.
- F. Governmental Agencies
1. A leave of absence without pay may be granted by UC Hastings to a bargaining unit member for service with a governmental agency. Full pay may be granted for leaves of absence of thirty (30) calendar days or less when UC Hastings determines that such leaves are appropriate and meaningful. Partial pay may be granted for leaves of more than thirty (30) calendar days in exceptional cases when considerations of value to the College are involved.
 2. Governmental agencies as used in this Article refer to an agency of the federal government, the State of California, a county or city within California; or any part, section, subsidiary, or agency thereof.
 3. The bargaining unit member applying for a leave of absence under this section is to provide the following information:
 - a. The disposition of work during the proposed leave;
 - b. The nature of the services to be rendered to the governmental agency;
 - c. The amount of compensation to be received from the agency;
 - d. The length of the leave;
 - e. The amount of compensation, if any, from the College.

G. Break in Service The definition of a break in service and its exclusions are set forth in the most current UCRS plan document. As of the ratification of this agreement, the exclusions to that definition are as follows:

1. Approved leave of absence without pay;
2. Temporary layoff (fewer than four months);
3. Furlough;
4. Period of right to recall and preference for reemployment;
5. Return to pay status the next working day after leaving College employment;
6. Return to pay status after a military leave in accordance with employees' reemployment rights; or
7. Return to pay status from a medical separation within the time allowed under University policy.

H. Sick Leave

1. Eligibility for Sick Leave

Sick leave accrues at the rate of approximately one (1) working day a month for full-time members of the bargaining unit or at a proportionate rate for part time members. Employees must be on pay status at least one-half (1/2) of the working hours to earn sick leave for that month. Sick leave may be accumulated without limit. Sick leave is earned during leave with pay. Sick leave is credited at the end of the month it is earned.

Leave Category	Accrual Rate Per Hour on Pay Status (hours)	Approximate Yearly Earning	Maximum Accumulated Balance
Sick	0.046154	12 days	No maximum

2. Use of Accumulated Sick leave

- a. Sick leave may be used for illness or disability, medical appointments, and other instances outlined in this section, affecting the individual employee or his/her spouse, domestic partner, parent, child, sibling, grandparent, or grandchild. In-law and step relatives in the relationships listed are also covered. This provision also covers other persons residing in the employee's household.

- b. Sick leave may be taken during Vacation Leave if the employee fell ill while utilizing Vacation Leave and a physician's certification is provided attesting to the illness.
- c. No employee shall be disciplined for use of sick leave that is consistent with this MOU.
- d. Upon retirement, accumulated sick leave may be converted to retirement service credit as applicable under UCRP rules.

I. Catastrophic Leave

Bargaining Unit employees shall participate in the college-wide Catastrophic Leave sharing program in the same manner as all other employees. Furthermore, bargaining unit employees may donate Vacation Leave to other employees. Catastrophic illness or injury is applicable to a "serious health condition" of the employee or a family member as defined by the Family and Medical Leave Act. Catastrophic leave is also applicable to an employee that has exhausted available leave credits (i.e. sick leave, vacation, holiday credit, and personal holiday) and is either completing the designated waiting period for Workers' Compensation temporary disability payments or regular disability payments or is not eligible for disability payments through the College disability insurance plan.

J. Medical Leaves of Absence

- 1. UC Hastings shall comply with all applicable federal and State laws pertaining to family, medical, and childbearing leaves including, but not limited to FMLA, CFRA, and PDL in FEHA and shall extend their application to domestic partners.
- 2. An employee may use accrued leave while on FMLA. It may be coordinated with temporary disability payments as applicable.
- 3. If at the end of the twelve (12) week FMLA period the employee has not fully recovered, he/she may be granted Supplemental FMLA for up to an additional twelve (12) weeks. The employee may use accrued leave while on Supplemental FMLA. It may be coordinated with temporary disability payments as applicable.
- 4. All medical leaves may be granted up to a maximum of six (6) months inclusive of FMLA leave as set forth in paragraph three (3) above. UC Hastings may grant additional leave on a case-by-case basis. An employee may take unpaid leave or, at their discretion, have the absence charged to accrued leave in the following order: sick, compensatory, Personal Holiday, and vacation. Employees on unpaid medical leave shall be eligible to assume the full cost of benefits, if allowed by the current regulations of the UCRP and University Group Insurance.
- 5. The College may require verification in the form of written statement from a certified medical practitioner or adoption documentation.

K. Requests for Leave and Returns from Leave

1. Requests for Leave

- a. Vacation and Personal Holiday leave requests shall be approved or denied within seven (7) days of request to the departmental supervisor.
- b. An employee must notify their direct supervisor of the need for sick leave as soon as possible, but no later than the start of the employee's workday, barring emergencies.
- c. Requests for all types of medical or FMLA leave shall be made in writing to the employee's departmental supervisor and Executive Director of Human Resources or designee. Request for medical or FMLA leaves shall be approved or denied within seven (7) days of request.
- d. All other leaves shall be approved or denied as soon as possible but not longer than fifteen (15) days.

2. Return from Approved Leaves

- a. Return from approved sick, vacation, bereavement, administrative and union leaves of less than six (6) months, FMLA or medical leaves of less than six (6) months, personal leaves of less than three (3) months, or military leaves consistent with State and federal laws shall be to the same position.
- b. If the position held has been abolished or affected by layoff during the leave, the Librarian shall be afforded the same considerations which would have been afforded had that Librarian been on pay status when the position was abolished or affected by layoff.

ARTICLE 19: HEALTH & SAFETY

- A. The UC-AFT and the College agree that the safety of each librarian is a concern of the employer and the Union.
- B. UC Hastings recognizes the importance of health & safety rules, regulations, and policies for the protection of health and safety of employees, and shall endeavor to maintain such conditions conducive to the health and safety of the employees.
- C. UC Hastings agrees to abide by all relevant local, State, and federal health and safety standards and laws.
- D. Employees shall endeavor to maintain safe working conditions and shall adhere to UC Hastings established safety rules, regulations, and policies listed in Article 6: Waiver. An employee who observes or detects any safety hazard shall report it first to his/her immediate supervisor or appropriate administrator as soon as possible, and may report it to security staff and the Human Resources Department.
- E. When an employee in good faith believes that he/she is being required to work under unhealthy or unsafe conditions or without adequate safety equipment and clothing, he/she shall notify Human Resources and Library Management. The Executive Director of Human Resources or designee shall investigate as soon as possible the alleged unhealthy or unsafe conditions, notify a UC Hastings administrator where appropriate, and shall communicate with the employee as to the results of such an investigation within a reasonable time and, if deemed necessary, the steps that shall be taken to correct the condition. In the event that an employee refuses to perform a job duty that he/she believes may cause serious injury or death, UC Hastings shall abide by OSHA Act Section 1977.12(b)(2) and any and all relevant sections of the Act.
- F. Where available, UC Hastings shall furnish campus disaster plans, health & safety policies, procedures, and rules, and other similar information, such as an Injury and Illness Prevention Program within the requirements of the law upon the Union's written request.
- G. New employees shall be provided safety training within thirty (30) days of employment as required by Cal-OSHA regulations or final determinations to minimize illness or injury to employees.
- H. Safety equipment (such as protective plexiglass barriers and personal protective equipment) and protective safety clothing shall be provided and maintained, when it is deemed necessary by UC Hastings to maintain safe and healthful conditions. First aid kits shall be furnished in every department, checked bi-annually, and supplied with materials appropriate to work within the department. The library shall be cleaned regularly to discourage the spread of virus and bacteria, and sufficient cleaning supplies and anti-bacterial hand and surface cleaners will be available for employee use.

- I. UC Hastings Ergonomic Policy and practices shall apply to bargaining unit members. New hires shall be provided an ergonomics evaluation within thirty (30) days of employment. A librarian may request an ergonomics evaluation at any time. If equipment or furniture is required to meet ergonomic standards at a College work station, these items will be provided to the librarian in a timely manner. Employees may temporarily transport portable ergonomic items from their College work stations to their remote work stations at their expense, while working remotely.

ARTICLE 20: HEALTH AND RETIREMENT BENEFITS

A. Health & Welfare

1. General Conditions:

Eligible members may participate in a number of benefit programs generally available to UC Hastings employees as provided by the University of California. Specific eligibility and benefits under each of the various plans provided by the University of California are governed entirely by the terms of the applicable Plan Documents, custodial agreement, University of California Group Insurance Regulations, group insurance contracts, and State and federal laws.

- a. UC Hastings' Open Enrollment is a period in which eligible members may elect to change health and welfare plans or coverage options. This process affords employees the opportunity to choose among plans due to changes in employee circumstances, coverage and costs of each plan, and plan availability, which may change from year to year.
- b. Unit member costs for healthcare premiums are to be paid by unit members, normally through payroll deduction.

2. Leaves of Absence Without Pay

- a. Unit members on unpaid medical leave shall be eligible to assume the full cost of benefits, if allowed by the current regulations of the University of California Retirement Plan (UCRP) and University Group Insurance.

B. Retirement Benefits:

1. **General Conditions** Eligible members may participate in retirement plans provided by the University of California. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents and regulations as determined by the University of California, and State and federal laws.

2. Effect of Absences From Work

- a. The regulations of the UCOP retirement system determine the effect of leave without pay on retirement benefits.

ARTICLE 21: CORRECTIVE AND DISCIPLINARY ACTIONS

- A. The College and the Union agree with the principles of progressive and corrective discipline, which focuses initially on improvement of employee deficiencies.
- B. Progressive and corrective discipline shall be administered following these guidelines:
 - 1. Corrective Actions
 - a. Oral Coaching/Counseling
 - b. Written Counseling Memo (Non-Disciplinary; placed in Employee's File)
 - 2. Disciplinary Actions
 - a. Written Warning
 - b. Suspension
 - c. Demotion
 - d. Dismissal
 - 3. Discipline will only be issued for just cause, as soon as possible after the College is aware of the event or action leading to the discipline. The College reserves the right to use a level of corrective/disciplinary action as appropriate based upon the severity of the infraction.
 - 4. A written counseling memo will include a clear statement of issue(s) of concern, why the issues are a problem, what the expected standard of performance is, how the supervisor will support the librarian to improve and a schedule of regular meetings to determine progress. A counseling memo shall state that it is not disciplinary in nature, and will not contain reference to disciplinary action in the future.
 - 5. A written warning will include a clear statement of issue(s) of concern, why the issues are a problem, what the expected standard of performance is, how the supervisor will support the librarian to improve and a schedule of regular meetings to determine progress. It will also include the rule and/or policy violated, a summary of evidence, and any investigations against the librarian, the level of corrective action, and notice of the consequences of future violations.
- C. Confidentiality

All meetings regarding corrective and disciplinary action shall be conducted in a confidential manner, away from the public, faculty, students, and coworkers. Management shall treat corrective and disciplinary action as confidential, except as required by law.
- D. Right to Union Representation

If it is necessary to conduct a meeting of any kind with a librarian that may lead to disciplinary action, or if a meeting is to impose disciplinary action, the supervisor will provide the librarian with written notice at least three (3) days in advance. Notice shall include the date, time, subject matter, and location of the meeting, as well as notification of the librarian's right to Union representation. If the librarian chooses to have a representative present, reasonable adjustments to the scheduling of the meeting shall be made to accommodate the availability of a representative. With the librarian's consent, the Union shall be copied on all disciplinary actions.

E. Disciplinary History

1. Counseling memos will be removed from a librarian's employment file after twelve (12) months if no further instance of the same performance issue reoccurs. All disciplinary actions shall be kept in the official employment file for a period of no longer than eighteen (18) months.
2. A librarian may submit a written response to any corrective or disciplinary action in accordance with Article 13: Employment File.

F. Due Process for Suspensions and Dismissals¹

1. The College shall provide a written Notice of Intent to Suspend or Dismiss to the librarian at least fourteen (14) calendar days prior to initiating a suspension without pay or a dismissal. Written Notice of Intent shall be given to the affected librarian either by delivery of the notice to the librarian in person or by placing the Notice of Intent in the U.S. mail, first class postage paid, in an envelope addressed to the librarian at the librarian's last known home address. It shall be the responsibility of the librarian to inform the College in writing of any change in their address. The Notice of Intent shall be accompanied by Proof of Service indicating the date on which the Notice of Intent was personally delivered or mailed. A copy of the Notice of Intent shall be sent concurrently to the Union.

The Notice of Intent shall:

- a. Inform the librarian of the intended suspension or dismissal, the effective date, and in the case of a suspension, the duration of the suspension;
- b. Provide the reason(s) for the intended action, including, where available, materials upon which the intended action is based;
- c. Inform the librarian of the right to representation by the Union or a person of his/her own choice;

¹ Although this process is independent and separate from Skelly, it satisfies Skelly obligations and rights and does not require the employer to have a second due process hearing.

- d. Inform the librarian of the right to respond, either orally or in writing, to whom to respond, and that the response must be received within fourteen (14) calendar days of the date of the issuance of the notice of intent.
2. Response to Notice: The librarian shall be entitled to respond formally, either orally or in writing, to the Notice of Intent to suspend or dismiss as described in F.1 above. The librarian's response must be received within fourteen (14) calendar days of receipt of the Notice of Intent. The librarian's response must conform to the instructions provided in the notice. If the librarian provides an oral or written response, an impartial hearing officer shall review the response and shall make a recommendation as to whether the disciplinary action should be sustained, modified in some specified way, or revoked. If the librarian chooses to respond orally, and upon the librarian's request, the librarian may have a representative present during the librarian's oral response.
3. College's Response: The College shall provide the librarian with a copy of the College's final decision, and a copy of the hearing officer's recommendation, if any. Such action may not include discipline more severe than that described in the Notice of Intent; however, the College may reduce, cancel, or postpone such discipline without issuing a new Notice of Intent.

ARTICLE 22: NON-DISCRIMINATION/NON-HARASSMENT

A. Non-Discrimination

1. As required by law and UC Hastings regulations, UC Hastings will not discriminate against employees in the Unit on the basis of race, color, gender, gender identity, gender expression, gender transition status, sex- or gender-stereotyping, creed, political affiliation, religions, marital/parental status, registered domestic partner status, national origin, ancestry, sex, sexual orientation, pregnancy, physical or mental disability, medical condition (e.g. cancer-related or genetic characteristics), genetic information (including family history), HIV status, status as a veteran or special disabled veteran, age, citizenship, or union activity, and/or affiliation, or any other basis protected by federal, State, or local law, ordinance, or regulation

B. Non-Harassment

1. As required by law and UC Hastings regulations, UC Hastings prohibits sexual harassment and harassment based on any of the bases listed in A above. All such harassment, including sexual harassment, is unlawful.
2. Prohibited unlawful harassment includes, but is not limited to, the following behavior:
 - a. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments;
 - b. Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, or gestures;
 - c. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis;
 - d. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
 - e. Retaliation for reporting or threatening to report harassment; and
 - f. Disparate treatment in workload or work assignments for reporting or threatening to report harassment.
 - g. All employees shall be encouraged to conduct themselves in a professional manner; discrimination, harassment, intimidation, and bullying will not be tolerated in the workplace.

C. Report Complaints

1. Employees have the right to file complaints alleging harassment and/or discrimination.
2. As required by law, UC Hastings shall promptly and objectively investigate the complaint and inform the employee of the result of the investigation and potential remedy. All complaints shall be kept strictly confidential.

ARTICLE 23: GRIEVANCE AND ARBITRATION PROCEDURE

A. General Provisions:

1. Definition, Scope, and Rights:

- a. The parties jointly establish a grievance procedure to effectively and efficiently resolve disputes over the interpretation and application of this MOU.
- b. The College and the Union shall encourage and facilitate the resolution of grievances in a timely manner at the lowest level possible.
- c. No employee will be subject to reprisal or discipline for utilization of the grievance procedure.
- d. A grievance is defined as a specific stated allegation by an employee and/or the Union that there has been a violation, misapplication, or misinterpretation of the terms of this MOU, excluding those provisions of this MOU that specifically provide that the grievance process is inapplicable.
- e. The grievant and designated Union representative shall be granted release time for grievance handling and arbitration.

2. Filing and Representation:

- a. A librarian shall have the right to be represented at all steps of the Grievance Procedure by the UC-AFT. Where the UC-AFT is not chosen as the representative, the College shall notify the UCAFT within ten (10) calendar days of its filing. With the consent of the grievant, the UC-AFT shall be sent a copy of the written grievance.
- b. Grievances must be filed at Step One (described below) within thirty (30) calendar days from the date on which the librarian or the UC-AFT first became aware of the event or action which gave rise to the grievance, or should have become aware of with the exercise of reasonable diligence, about which the employee claims to have a grievance.
- c. All grievances must be in writing and shall be filed with the Human Resources Director or designee. Grievances shall contain a brief statement of the alleged violation, refer to relevant portions of the MOU, and suggest a remedy.
- d. A grievance or appeal is considered filed on the date it is delivered in person to the office of the Human Resources Director, or on the date it is postmarked if filed by mail. If electronic mail is used for filing, the date sent shall establish the date of filing. All employees filing a grievance by U.S. mail or electronic mail

shall confirm receipt of the document by following up with a telephone call to Human Resources.

3. Time Limits

- a. Deadlines which fall on non-business days at the College will be automatically extended to the next business day.
- b. If the College fails to meet a deadline, the grievant and/or the Union may move the grievance to the next step in the process.
- c. Any time limit herein may be extended by mutual agreement of the parties. Such extension shall be confirmed in writing.
- d. The parties agree to extend a time limit as necessary in the event that untimely mail or email delivery at any step of this procedure prevents the addressee from responding in a timely manner.

4. Settlements

- a. Settlement offers shall be confidential to all not involved in the grievance process and are inadmissible at arbitration.
- b. Settlement agreements shall be in writing and shall become effective in the following ways:
 - i. If the grievant is represented by the UC-AFT, the settlement shall become final with the signatures of the parties.
 - ii. If a settlement is proposed for a written grievance and the UC-AFT is not representing the grievant, the UC-AFT shall be notified and have fifteen (15) calendar days from the date of mailing of the proposed settlement to comment. The settlement shall become final after consideration of the UC-AFT's comments, if any, with the signatures of the parties. The terms of the settlement shall not be inconsistent with this Agreement.

B. Grievance Procedures

1. Informal Grievance:

- a. In the interest of resolving disputes as quickly and amicably as possible, the grievant or her/his Union representative may request an informal meeting with the employee's direct supervisor to resolve the grievance. The grievant must identify the meeting as an Informal Grievance meeting. The employee may choose to have a Union representative present during the informal meeting.

- b. Informal meetings at this or any stage of the grievance procedure will not be considered a waiver of the grievance procedure or any time limits stated herein.
- c. If the complaint is not resolved through informal discussion, the librarian or the UC-AFT may file a formal written grievance as outlined below.

2. Formal Grievance

a. Step One

- i. A written grievance shall be filed no later than thirty (30) calendar days from the date the grievant or the Union first became aware of the event or action which gave rise to the alleged violation, or should have become aware of with the exercise of reasonable diligence, about which the employee claims to have a grievance. Within ten (10) calendar days of the filing, a meeting shall be held with the employee, a designated Union representative, and the Associate Dean of the Library or designee who has authority to resolve the dispute.
- ii. Within ten (10) calendar days after this meeting, the designated Step One College representative shall issue a grievance response in writing. The response shall state the reasons for denying or upholding the grievance. If the grievance is upheld, the response shall include a proposed resolution.
- iii. The grievance may be amended up to seven (7) days before the Step 2 hearing.

b. Step Two

- i. If the grievance is not resolved at Step One, the grievant may file an appeal with the Human Resources Department, requesting that the grievance be heard by a hearing panel with authority to resolve the grievance. The hearing panel shall consist of one non-UC-AFT, non-management College employee (excluding the Chancellor & Dean, the General Counsel, the Human Resources Director, and Library Management), one member of the Senior Management Group, and one non-administrative faculty member. All members of the panel shall be selected at random from a list of volunteers who are publicly recruited annually by email through the Human Resources Department. No member of the panel shall have been directly involved with the circumstances leading to the grievance.
- ii. The hearing shall be scheduled within fifteen (15) calendar days of receipt of the appeal, and shall be held within forty-five (45) days of receipt of the appeal. The College and the grievant and his/her representative must present all known evidence and/or contentions relevant to the grievance at this step. Evidence and/or witnesses may be presented at the hearing by

the grievant and the College, respectively. Contentions not made known by the parties prior to the end of the hearing are not subsequently admissible.

- iii. Each party shall provide the other with relevant material and names of witnesses who will be introduced at the hearing. To the extent possible, this material should be provided at least seven (7) calendar days prior to the hearing.
- iv. The hearing shall be closed unless both parties agree to an open hearing. The hearing shall be recorded and copies of the recording made available to the grievant at no cost, if requested. In addition, either party may make provision for a stenographic report of the hearing subject to the payment of cost or the parties may agree, in advance, to share the expense of a stenographic report.
- v. The responsibilities of the hearing panel are as follows:
 - a) Conduct an independent hearing to determine whether the action grieved was in violation of this MOU.
 - b) Identify the issues presented in the grievance and at the hearing.
 - c) Limit the scope of the testimony and evidence to the issues identified in the grievance and at the hearing. Evidence must be relevant to the issues presented.
 - d) Within fifteen (15) calendar days, the panel shall prepare a written report that shall be provided to the grievant, the Union, Human Resources Director, and the Chancellor & Dean. The report shall include:
 - 1. A brief description of each incident or action grieved,
 - 2. A description of each issue under submission,
 - 3. A statement indicating the position of the parties,
 - 4. Any findings of fact and/or MOU violations, and
 - 5. A decision that upholds or denies the grievance, or, alternatively, provides a proposed resolution. Any findings of fact must be supported by the evidence and the decision shall be supported by the findings.
 - e) The hearing panel shall have no authority to depart from or otherwise modify this MOU.

c. Step Three

- i. If the grievance is not satisfactorily resolved at Step Two, the grievant and/or UC-AFT may file a written request for review with the Chancellor & Dean no later than ten (10) calendar days after receipt of the Step Two response. The grievant shall attach a copy of the Step One grievance response and hearing panel's Step Two report, together with any

documents presented at those levels. Within twenty-one (21) calendar days of receipt of the Step Three filing, the Chancellor & Dean shall issue a grievance response in writing accepting, rejecting, or modifying the decision of the hearing panel. The decision of the Chancellor & Dean shall be final, except as provided by the Arbitration procedure.

ii. The Chancellor & Dean shall forward a copy of his/her decision to the Department of Human Resources. The Department of Human Resources shall forward the report to the respective parties.

d. Expedited Grievances: The parties may mutually agree to waive any step of the grievance procedure.

C. Arbitration

1. Within thirty (30) calendar days of the Step Three response, the UC-AFT may appeal to arbitration, in writing, to the Director of Human Resources. Within fifteen (15) calendar days of receipt of the appeal to arbitration, the parties shall request a panel of seven (7) arbitrators provided by the American Arbitration Association. Within fifteen (15) calendar days of receipt of the list, the parties shall alternately strike the names of three (3) arbitrators each. The arbitrator shall then be notified of his/her selection by the UC-AFT, and a mutually agreeable date for the hearing shall be set by the parties and the arbitrator. Costs of the arbitrator and ancillary costs, such as reporter fees, shall be equally divided between the UC-AFT and the College, except each party shall be responsible for any expense incurred in the preparation and presentation of its case.
2. In the event either party fails to participate in the selection of an arbitrator within fifteen (15) calendar days of receipt of the list, as described above, the other party may unilaterally select and contact the arbitrator for hearing dates.
3. In the event the parties have not agreed to a hearing date within sixty (60) calendar days of the selection of the arbitrator, the arbitrator shall have the authority to schedule the hearing date.
4. The decision and award of the arbitrator shall be final and binding.
5. The parties agree to follow the American Arbitration Association (AAA) Labor Arbitration Rules.

D. Consolidation of Grievances

1. Multiple grievances related to the same incident, issue, or course of conduct may be consolidated by mutual agreement of the College and the Union.
2. Time limits described in this Article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances.

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

E. Documentation and Records

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

ARTICLE 24: INDEMNITY

The College shall provide the defense and indemnification for a librarian sued on account of acts or omissions in the course and scope of his or her employment where required by the provisions of California Government Code section 995, et seq. (State Tort Claims Act). Disputes arising under this Article shall be subject to the Grievance provision in this Agreement, but shall not be subject to arbitration.

ARTICLE 25: CONCERTED ACTIVITIES

- A. UC Hastings agrees that there will be no lockouts by the College.
- B. UC-AFT, on behalf of its officers, agents and bargaining unit members, agrees not to organize or advocate a strike or sympathy strike, or other concerted activities that interfere with the operations of the College and/or the Library during the term of this agreement. A strike or sympathy strike is defined as withholding labor.
- C. Nothing in this article shall be construed as limiting the First Amendment rights of UC-AFT's officers, agents and bargaining unit members.
- D. Any librarian who violates this Article may be subject to corrective action up to and including termination. The UC-AFT shall have the right to appeal any corrective action by UC Hastings under this Article.
- E. Should any activities in violation of this Article occur, the UC-AFT shall immediately take whatever affirmative action is necessary to prevent and/or bring about the termination of such action or interference with the operations of the Library. Such affirmative action shall consist of sending an immediate written notice to all librarians at their work or email addresses and home address (if available) stating that they must cease their violation of this Agreement, and that they may be subject to corrective action up to and including dismissal.
- F. The prohibitions set forth in this article do not limit librarians' freedom with respect to the use of their personal non-work time.
- G. Nothing herein constitutes a waiver of UC Hastings' right to seek appropriate legal relief in the event of a violation of this Article.

ARTICLE 26: PAST PRACTICES NOT COVERED BY AGREEMENT

- A. Practices and policies relating to wages, hours, and terms and conditions of employment in effect but not contemplated during negotiations of this contract shall remain in effect insofar as they are not in conflict with the intent of the Agreement.
- B. When the College proposes to change or eliminate the practice and/or policies referenced in Section A above, UC Hastings will provide thirty (30) calendar day notice prior to the effective date of the change. UC Hastings will meet and confer over such change or elimination with UC-AFT, following UC-AFT's request for a meeting. UC Hastings must receive UC-AFT's request to meet within fifteen (15) days of receipt of UC Hastings' notice.
- C. Application, elimination, or modification of any practices and policies which have met the notice, meet and confer requirements laid out in Section B shall not be subject to the grievance procedure in this Agreement.

ARTICLE 27: COMMUTER EXPENSES REIMBURSEMENT

UC Hastings shall reimburse a Librarian's commuter expenses up to a maximum of \$30.00 per ride, when a Librarian is required to work on the UC Hastings campus after regular business hours to perform special work tasks, distinctive from the Librarian's regular work duties, when assigned by the Librarian's supervisor under the following terms and conditions:

1. The Librarian must work until 9:00 p.m.; and,
2. The Librarian has worked at least 10 hours on-campus (excluding lunch and work break, if applicable) that day, and
3. The Library Director, or Deputy Library Director, has approved payment prior to the ride being ordered and proof of such approval and the receipt are attached to the Expense Reimbursement Form for reimbursement to the Librarian as provided by the UC Hastings Fiscal Department

*Expense reimbursement under this policy shall be treated as taxable income and shall be reported as such on each recipient's W-2 per IRS Regulations.

SIDE LETTER A: LEAVE

UC-AFT and UC Hastings management have tentatively agreed to a new Article 18: Leave. In that agreement, under section J of Article 18, the UC-AFT and UC Hastings management have agreed to reduce the maximum allowable medical leave from eight (8) months to six (6) months.

In section K of Article 18, the parties agree to reduce the time to return from an approved leave from eight (8) to six (6) months.

The UC-AFT and UC Hastings management agree that the timeframe in both Sections J and K will be returned to the previous eight (8) months if the AFSCME unit retains the previous eight (8) month provisions in their new MOU.

SIDE LETTER B: COVID-19 HEALTH AND SAFETY

COVID Remote Work and Reopening. This Side Letter expires when the local COVID health emergency has been lifted by the City and County of San Francisco.

1. All employees are encouraged to maintain at-home workstations that are ergonomically sound. Employees that feel they are unable to do so may contact Human Resources to discuss possible solutions, which may include: working remotely with the employee to assess their at-home workstation; temporarily transporting equipment from campus to the home office; using departmental funds to purchase essential items; or, if local safety guidelines permit, returning to the on-campus work stations.
2. Hastings agrees to abide by all relevant COVID-related local, state, and federal health and safety standards and laws, including any guidelines and protocols for reopening.
3. The library will be cleaned regularly in accordance with local public health guidelines to discourage the spread of virus and bacteria, and sufficient cleaning supplies and anti-bacterial hand and surface cleaners will be available for librarian use at the work site.
4. Safety equipment, such as protective plexiglass barriers and personal protective equipment shall be provided and maintained by Hastings at the worksite in accordance with local public health guidelines.
5. Hastings will abide by American Society of Heating, Refrigerant, and Air-conditioning Engineers (ASHRAE) COVID-19 standards, including maintaining maximum air exchange on the ventilation in all library spaces.
6. Hastings will provide two hours of paid release time for employees to obtain a flu vaccination. Hastings will review requests for exemptions to the mandatory vaccine policy on the basis of a documented medical contraindication and will engage in the interactive process for adjudicating accommodation requests on the basis of religious beliefs or disability conditions.
7. Hastings will disregard and consider void any remote work agreements signed by librarians at the beginning of the COVID closure. If Hastings requires a remote work agreement that includes details beyond those described in this Side Letter, Hastings will notify UC-AFT and meet and confer.

APPENDIX A
PERFORMANCE EVALUATION FORMS



University of California Hastings College of the Law

Librarian Performance Appraisal

EMPLOYEE DATA			
LIBRARIAN	ANNUAL	INTERIM	PROBATIONARY
LAST NAME	FIRST	MI	POSITION
SUPERVISOR		TITLE	
<p>EVALUATION FOR THE PERIOD OF: _____ TO _____</p> <p>DATE EVALUATION DUE IN HUMAN RESOURCES: _____</p>			
PURPOSE			
<p>The purpose of this performance evaluation is to serve as an occasion for discussing the librarian's past performance, the strengths and opportunities for improvement to guide the librarian in improving or optimizing his/her performance, and to set goals for the upcoming performance period. This is also a tool for the employee to inform the supervisor of his/her needs for professional development.</p>			
REVIEW PROCESS			
<ol style="list-style-type: none"> 1. Librarian writes and submits statement at the end of the year. Sections may be taken from monthly reports as necessary or appropriate. Supporting materials such as monthly reports or emails may be attached. 2. The supervisor reviews the librarian by completing the review form based on the librarian's statement, monthly reports, and performance during the review period. 3. The supervisor and the librarian meet to discuss the review. 4. The librarian may submit additional comments and/or documentation to be included in the review. 5. Reviews necessarily reflect a supervisor's professional judgment, but they will reflect the facts of a librarian's performance as documented in monthly reports and other communications throughout the year. Reviews will not penalize librarians for sharing their views or concerns about the Library. 			

PART I:
Librarian's Statement and Supervisor's Responses¹

1. What were your goals and priorities for this year? Did they change, and if so, how and why? How fully did you achieve your goals and maintain your priorities? If you faced any special challenges, you may also discuss how you handled them.

2. Summarize daily duties, if any that are not covered by the above question. How well did you meet those ongoing daily obligations?

3. What professional development activities did you engage in and/or what professional service contributions did you make (to the college, the profession or the community) this year?

4. What are your goals and priorities for the coming year? What achievements do you want to build on and/or what challenges or difficult areas do you want to work on? Please include both new and ongoing projects, and timelines if appropriate.

5. Include any additional comments here.

¹ This self-statement will be largely based on the librarian's monthly reports. The supervisor will have space to comment on each section, where needed or appropriate.

PART II:
Supervisor Ratings and Comments²

Performance Standards

Outstanding:

Performance is consistently and significantly above job expectations and requirements. Possesses superior job skills and knowledge, seeks innovative solutions and communicates clearly and effectively. Demonstrates the willingness to assume additional responsibilities.

Commendable:

Work frequently exceeds expectations of quality, professionalism, customer service and timeliness.

Satisfactory:

Work usually meets the expectations of quality, professionalism, customer service and timeliness.

Needs Attention:

Performance often fails to meet expected quality, professionalism, customer service and timeliness standards.

Unsatisfactory

Consistently fails to meet expectations and requirements.

² These ratings will be linked to the librarian's statement above with the supervisor's responses, and those will in turn reflect ongoing monthly reports and ongoing communications between the librarian and his or her supervisor. The intention is that there be no surprises at the librarian's annual evaluation.

JOB FACTORS

1. **Quality of work:** Carries out work assignments and tasks while meeting time, budget, and quality commitments. Completes high-quality work according to plans and expectations. Has demonstrated ability to improve procedures and processes.

OUTSTANDING	COMMENDABLE	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
<i>Additional comments or examples are required.</i>			<i>Additional comments or examples are required.</i>	<i>Additional comments or examples are required.</i>

Comments/Examples:

2. **Job Knowledge:** Demonstrates understanding of subject matter relative to the position; comprehension of job procedures, department policies, work methods; keeps informed of changes impacting the position.

OUTSTANDING	COMMENDABLE	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
<i>Additional comments or examples are required.</i>			<i>Additional comments or examples are required.</i>	<i>Additional comments or examples are required.</i>

Comments/Examples:

3. **Initiative / Leadership:** Demonstrates willingness to make significant contributions with little direction. As appropriate, voluntarily initiates or engages in projects. The employee is self-starting and proactive. Gains support and cooperation of work group and others. (If applicable) utilizes employees' abilities to effectively achieve results.

OUTSTANDING	COMMENDABLE	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
<i>Additional comments or examples are required.</i>			<i>Additional comments or examples are required.</i>	<i>Additional comments or examples are required.</i>

Comments/Examples:

4. **Team Work / Communication:** Participates in a positive and productive team-oriented work environment and encourages open communications throughout the organization. Communication includes listening, speaking, writing, presenting and sharing of information. Consideration is given to audience, complexity of information and sensitivity.

OUTSTANDING	COMMENDABLE	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
<i>Additional comments or examples are required.</i>			<i>Additional comments or examples are required.</i>	<i>Additional comments or examples are required.</i>

Comments/Examples:

5. Working Relationships/Customer Service: Established and maintains quality working relationships; gives and receives constructive criticism, accepts supervision, independently resolves conflicts or seeks assistance as appropriate, recognizes needs and sensitivities of others and treats others in a fair and equitable manner; interacts professionally and constructively with all students, employees and the general public.

OUTSTANDING	COMMENDABLE	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY
<i>Additional comments or examples are required.</i>			<i>Additional comments or examples are required.</i>	<i>Additional comments or examples are required.</i>

Comments/Examples:

OVERALL RATING

INSTRUCTIONS: Provide an overall rating based on the rating of the individual factors, adherence to significant performance standards, and accomplishment of essential functions. This rating provides an overall impression of job performance that is supported by the job factor ratings, not necessarily an average of those ratings. Thus, each factor need not be of equal weight but comments should justify significant differences impacting the overall rating.

OUTSTANDING	COMMENDABLE	SATISFACTORY	NEEDS IMPROVEMENT	UNSATISFACTORY

OVERALL RATING

Comments:

Rater's Signature

Date:

REVIEWER'S COMMENTS

Comments:

Reviewer's Signature

Date:

LIBRARIAN'S Response to Reviewer's Comments
(Optional)

Librarian's Signature:

Date:

PROBATIONARY PERIOD

Complete this section only if this evaluation is a Closing Review.

CLOSING REVIEW – Attainment of Regular Status entitles the employee to additional provisions in accordance with the Staff Personnel Policy and the MOU between UC Hastings and the University Council – American Federation of Teachers.

Attainment of Regular Status YES NO

RECEIVED IN HUMAN RESOURCES

DATE

Tentative Agreement

For UC-AFT

DocuSigned by:

Anthony Pelezynski

3A3C36D5BD54489...

DocuSigned by:

Vincent Moyer

884B6635660C429...

DocuSigned by:

Holly Herndon

90E3955571DD4A4...

For UC Hastings

DocuSigned by:

David Faigman

0E2DB661EC28475...

DocuSigned by:

John DiPaolo

4299183F6FC5459...

DocuSigned by:

Andrew Scott

5454CD5EC3C143B...

DocuSigned by:

Camilla Tubbs

FS051103B2F649D...

DocuSigned by:

Hilary Hardcastle

3FF550885A5C45D...