

*TA 12-16-09
for UC
RKH*

Mediated Agreement to Resolve Librarian Deferred Successor Negotiations and
2009-10; 2010-11 Salary Negotiations

I. WAGES

A. 2008-09

Librarians will receive no general range adjustment for 2008-9 fiscal year, the same general range adjustment provided to non-represented academic employees for fiscal year 2008-09. Librarians participated in the regular academic merit program which resulted in increases effective 7-1-08.

B. 2009-10

Librarians will receive no general range adjustment for 2009-10 fiscal year, the same general range adjustment provided to non-represented academic employees for fiscal year 2009-10. Librarians participated in the regular academic merit program which resulted in increases effective 7-1-09.

C. 2010-11

Librarians will receive the same general range adjustment provided to non-represented academic employees for fiscal year 2010-11. Librarians shall participate in the regular academic merit program.

II. Professional Development Funds

Article 3.D shall be modified as follows:

The campus professional development funds shall be increased in accordance with the table below:

| | 2006 | 1-1-10 (2% inc) | 7-1-10 (1% inc) |
|---------------|----------|-----------------|-----------------|
| Berkeley | \$55,876 | \$ 56,994 | \$ 57,564 |
| Davis | 27,170 | 27,713 | 27,990 |
| Irvine | 23,930 | 24,409 | 24,653 |
| Los Angeles | 69,263 | 70,648 | 71,354 |
| Merced | 5,000 | 5,100 | 5,151 |
| Riverside | 21,330 | 21,757 | 21,975 |
| San Diego | 24,557 | 25,048 | 25,298 |
| San Francisco | 6,750 | 6,885 | 6,954 |
| Santa Barbara | 18,740 | 19,115 | 19,306 |
| Santa Cruz | 16,440 | 16,769 | 16,937 |

III. Temporary Provisions Regarding Severance Option at Certain UC Locations

The provisions of this section III shall remain in effect through October 31, 2010 and only apply to librarian in the unit with career status at the following locations: Berkeley, Davis, Irvine, Los Angeles, Riverside, and San Francisco.

A librarian in the unit with career status who is permanently laid off at the campuses identified shall be eligible for severance as follows:

A librarian in the unit with career status who has been laid off indefinitely shall have the option of severance pay in lieu of contractual recall and preferential rehire rights under Article 7 Layoff (Section F).

When a librarian in the unit with career status elects severance pay in lieu of preference for reemployment and the right to recall the following provisions shall apply:

1. Payment Schedule: A librarian in the unit with career status who elects severance pay in lieu of preference for reemployment and the right to recall shall be paid a lump sum amount of one week of salary (1/52 of the annual salary) for each full year of service as a librarian in the unit with career status at the campus from the most recent break in service, up to a maximum of 10 weeks of base pay. Librarians who have achieved career status and elect severance pay in lieu of preference for reemployment and the right to recall, shall have time spent as a potential career librarian counted in the calculation of severance pay.
2. Repayment: A librarian in the unit with career status who has received severance pay under this agreement and who is reemployed at any University location in any position during the paid severance period is required to repay to the University a pro rata portion of severance pay based on the amount of days worked during the severance pay period. A repayment plan is to be agreed upon between the employee and the University before the commencement of work.

IV. Duration

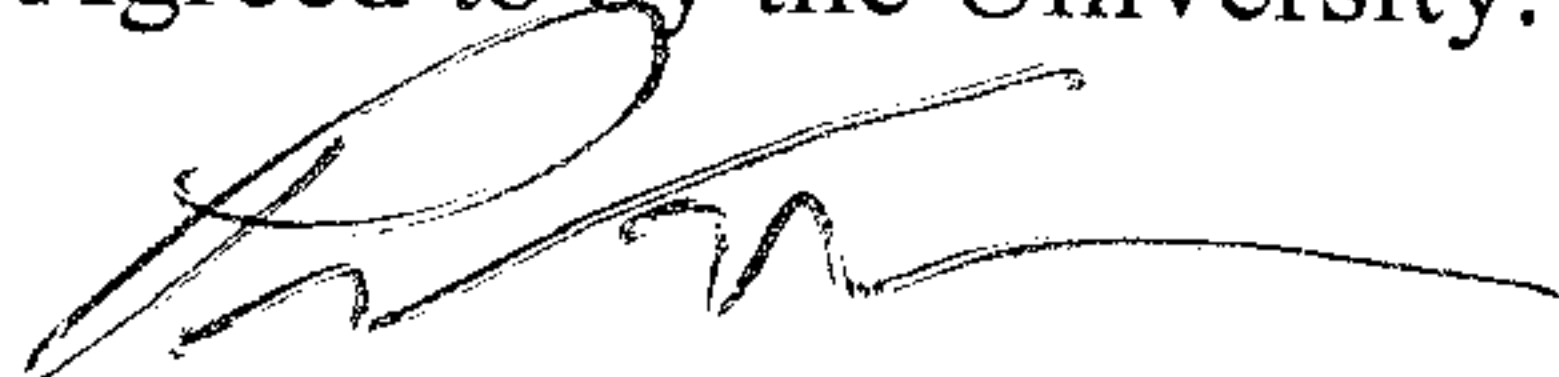
A. The terms and conditions of this Agreement shall remain in full force and effect until September 30, 2012.

B. This Agreement satisfies each party's obligation with respect to the 2009-2010 and 2010-2011 reopener negotiations.

Agreed to by the UC-AFT:

T.A. 12/16/09 M.S.A. ~~UC-AFT~~ UC-AFT

Agreed to by the University:



Date: 12-16-09

UC-AFT
December 16, 2009

ARTICLE 30

DURATION OF AGREEMENT

A. The terms and conditions of this Agreement shall remain in full force and effect until September 30, 2012 at 11:59 PM.

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

C. REOPENER BARGAINING ON SALARY FOR 2011-12

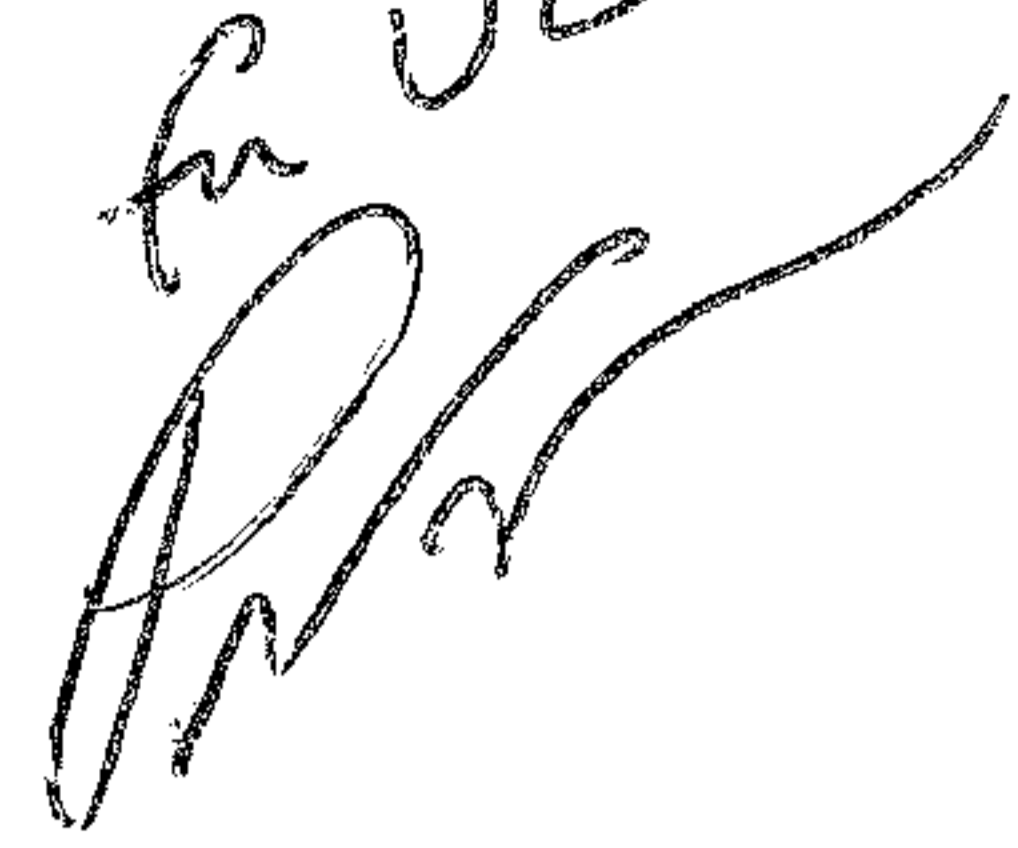
1. The parties shall begin reopener bargaining on salary for 2011-12 by May 1, 2011.
2. During the period of reopener negotiations, reopened articles remain in full force and effect until either final settlement, exhaustion of impasse procedures, or expiration of the final agreement.
3. The University will lift the contractual prohibition against strikes and concerted activities in the Concerted Activities Article following conclusion of the Impasse fact finding process.

D. NEGOTIATIONS OF A SUCCESSOR AGREEMENT

On October 1, 2012, the entire contract may be open for the purpose of negotiating amendments to any Article. Timely notice, as provided below, shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Article(s) specified. Neither party shall have any obligation or requirement to negotiate any provisions of any Article(s) not timely noticed.

1. No later than November 30, 2011, the University and the UC-AFT shall meet for one day, or as mutually agreed, to discuss each Article of the contract and present issues of interest for the successor bargaining. During this meeting, the parties shall alternate being the first party to present issues of interest to the other party.
2. Each party must provide the other with written notice of its selected article[s] and the list of bargaining team members no later than March 1, 2012. Each party's written contract language proposals for the articles subject to negotiations must be submitted to the other party by April 1, 2012.
3. By April 15, 2012, the parties shall set a mutually agreeable start date for negotiations.

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

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for UC


In the event that the Memorandum of Understanding continues in this manner and either party wishes to bargain, the parties shall provide written notice of selected articles and a list of bargaining team members for a successor Memorandum of Understanding no later than December 1 of the applicable year.

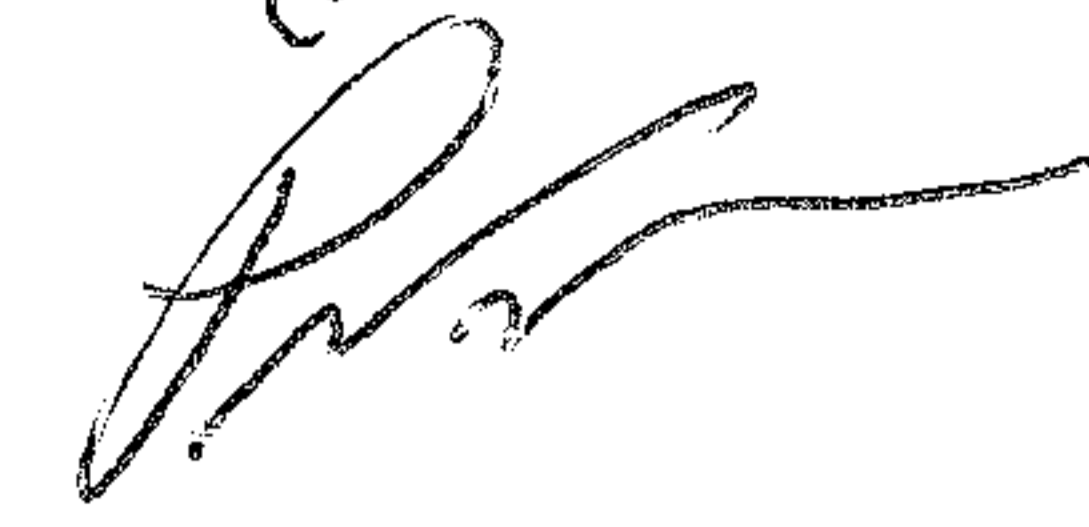
Agreed to by the UC-AFT:

T.A. 12/16/09 M. S. [Signature] UC-AFT

Agreed to by the University:



Date: 12-16-09

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to UC


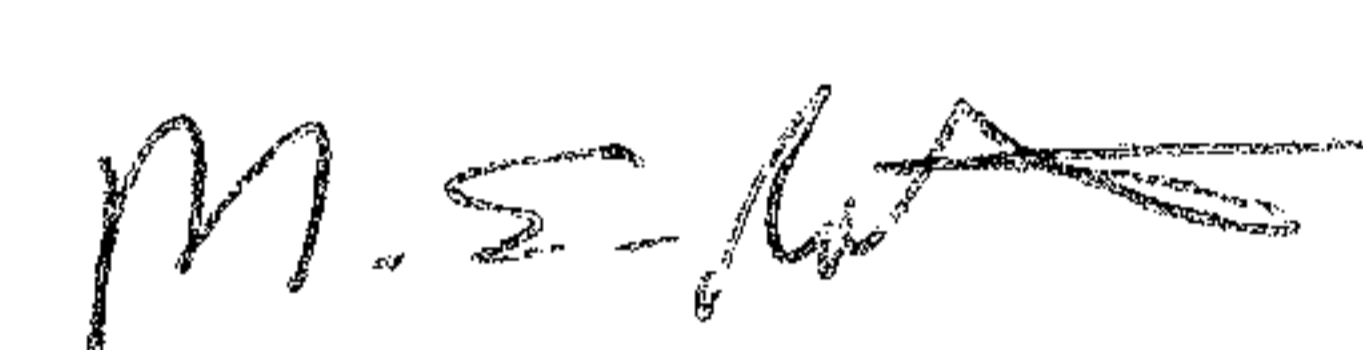
Mediated Side letter #1 regarding Compensation
December 16, 2009

The parties agree that the reopener negotiations for 2011-2012 will resume with the acknowledgment that there have been productive discussions pertaining to the salary scales, compaction and potential modification of the compensation plan.


The parties agree that the information shared, and the concepts and discussions occurring in the 2008 successor negotiations shall frame the basis of salary negotiations going forward in reopener negotiations.

Both parties reserve the right to make proposals and introduce concepts, including but not limited to the relationship of the award of Distinguished Status and advancement from Librarian Step V to Librarian Step VI. In the interim between the date of this side letter and the commencement of the 2011-2012 reopener negotiations, both parties agree to share information on current practices regarding this issue.

Agreed to by the UC-AFT:

T.A. 12/16/09 M.S.  UC-AFT

Agreed to by the University:



Date: 12-16-09