

**ARTICLE 24
PARKING**

A. GENERAL PROVISIONS

1. The University shall provide to employees covered by this Agreement parking and parking-related services at each campus/hospital/laboratory to the same extent and under the same conditions as normally provided for other University staff employees at the employee's location.
2. It is understood and agreed that parking spaces designated for employees may from time to time be eliminated or reassigned due to construction, special events, and/or operational needs of the University.

B. MEET AND DISCUSS PARKING RATE CHANGES

1. At least forty-five (45) calendar days prior to a campus/hospital's/laboratory's implementation of new or changed parking fees to be charged to employees of this unit, the University shall inform UPTE of its intent to establish or change parking charges.
2. UPTE shall have fifteen (15) calendar days from receipt of the University's notice to request that the University meet with UPTE to discuss the changes.
3. Upon receipt of a timely written request from UPTE, the campus/hospital/laboratory shall schedule a meeting to discuss with UPTE the new or changed parking charges. Such meeting shall occur within fifteen (15) calendar days following UPTE's request to meet. Continuation of discussions beyond the implementation date specified in the notice to UPTE shall not preclude the University from implementing the new charges on the date specified in the notice to UPTE.

C. LOCAL PARKING MEETINGS

Local Labor/Management Meetings may be scheduled upon request to address alternative transportation and incentives.

D. GRIEVANCES

UPTE may grieve the implementation of the parking fee without forty-five (45) calendar days' notice, with the remedy being limited to the reimbursement to affected employees covered by this Agreement of the difference between the new fee and the old fee for the number of days the notice provided was less than forty-five (45) calendar days. Otherwise, the establishment and implementation of new or changed parking services or charges are at the sole, non-grievable, non-arbitrable discretion of the University.

E. PARKING ENFORCEMENT AT LBNL

LBNL Parking Policy, RPM 1.04, including the referenced *Parking Enforcement System for LBNL Employees and Non-Employees Eligible for Parking Privileges*, describes penalties for parking violations as "discipline" or "disciplinary action." For the purposes of this policy only, the term "discipline" or "disciplinary action" for parking violations means parking sanctions (e.g., suspension or revocation of parking privileges) and/or vehicle immobilization as described in the policy. Disciplinary or corrective action up to and including dismissal as specified in Article 6, Corrective Action, Discipline and Discharge, shall not be imposed for parking violations in and of themselves. This does not prevent the Laboratory from disciplining an employee whose violation of this policy rises to the level of misconduct under the terms of Article 6, Corrective Action, Discipline and Discharge.

Records of parking violations and any related parking sanctions that may be imposed shall not be included in the employee's personnel file. However, copies of disciplinary actions for violations of this policy that rise to the level of misconduct will be placed in the employee's personnel file as in the case of any other disciplinary action.