

TA
For UC For AFT
WBF B.L.M.

ARTICLE 7c
CONTINUING APPOINTMENTS

5 Feb 16

A. GENERAL PROVISIONS

1. This Article applies to NSF **who have Continuing status and for whom instructional need has been established in a department, program or unit.** ~~appointments that commence following the completion of six years of University employment in the same department, program or unit at the same campus. One (1) year of employment is defined as three (3) quarters or two (2) semesters for academic year appointees, and four (4) quarters or equivalent for fiscal year appointees, at any percentage in any unit title in the same department, program or unit at the same campus.~~
2. Except as provided for in this MOU, the University has the sole discretion to make determinations regarding instructional need for courses to be taught by NSF, **the regularly scheduled time and location of a course,** who is assigned to teach specific courses, and evaluation of NSF performance. Such decisions are not subject to the grievance or arbitration provisions of this MOU except to the extent the grievance alleges a violation of a provision of this Article that is otherwise grievable and arbitrable.
- ~~3. The University may reduce the initial appointment of a Continuing Appointee only in accordance with the provisions of Section B.2.b of this Article. The University may terminate or reduce the appointment of a Continuing Appointee only in accordance with the provisions of Article 17 Layoff; or Article 30 – Discipline and Dismissal.~~
3. Whenever possible, the University will consult with an NSF before making course assignments or reassignments.
4. The University may reduce the initial appointment of a Continuing Appointee ~~only~~ in accordance with the provisions of Section B.21.b of this Article. The University may terminate or reduce the appointment of a Continuing Appointee only in accordance with the provisions of **Article 16, Medical Separation,** Article 17 – Layoff; or Article 30 – Discipline and Dismissal.
5. The University shall not reduce the appointment percentage in the academic year prior to the year in which the Excellence review is conducted **or in the review year itself solely** in order to avoid continuing appointment levels that reflect actual need.

6. A Continuing Appointment does not create entitlement to tenure or security of employment nor does it guarantee specific teaching assignments.

B. ESTABLISHING THE CONTINUING APPOINTMENT PERCENTAGE

The appointment percentage for a Continuing Appointment shall be in accordance with the following provisions:

- ~~1. **Continuing Appointment:** A Continuing Appointment does not create entitlement to tenure or security of employment nor does it guarantee specific teaching assignments.~~
1. **Continuing Appointment Base:** The University will make all appointments at a specific appointment base percentage, in accordance with this section. ~~The Continuing Appointment Base is the percentage appointment as initially set by the department in which the NSF is appointed to a Continuing Appointment. The department will provide the NSF with written confirmation of her/his appointment percentage before the beginning of the academic term.~~
 - a. Normally, the NSF's initial continuing appointment percentage shall be at least equal to the NSF's appointment percentage during the previous academic year. However, the initial continuing appointment percentage may be lower than the percentage appointment of the previous academic year if the University determines that the courses taught by an NSF in the previous academic year will not be offered or taught by the NSF because:
 - 1) Instructional Need does not exist pursuant to Article 7b., Section B.2., or
 - 2) The courses will be taught by an NSF with more service and there are no other courses taught by less senior NSF in the area within the department, program or unit where the candidate for continuing appointment has been teaching and is qualified to teach.
 - b. When the initial continuing appointment percentage is reduced by no more than a single course after the NSF received the written confirmation of her/his initial appointment percentage pursuant to Section C.2., below, the University will provide the NSF thirty (30)

days notice or pay in lieu of notice. The University shall also inform the NSF in writing of the specific reasons for the lower appointment percentage, **with a copy to the Union.**

- c. Nothing shall preclude the University from establishing a higher initial continuing appointment percentage.
 - d. The ~~department~~ **University** will provide the NSF with written confirmation of her/his appointment percentage before the beginning of the academic term.
2. **Augmentation:** The department, program or unit in which the NSF has the Continuing Appointment may permanently augment a Continuing Appointee's appointment base. Augmentations to the base appointment shall become part of the base appointment except as provided in this section and Section **43**, below.
- a. Augmentations or appointments made by a department, program or unit other than the one in which the NSF has a continuing appointment shall not be added to the continuing appointment base.
 - b. The department, program or unit may only reduce this new appointment percentage pursuant to the provisions of Article 17, Layoff.
3. **Temporary Augmentation:** Augmentations made to continuing appointments which are of a distinct and finite period of one year or less shall not be added to the NSF's continuing appointment base. Temporary augmentations meet temporary academic instructional needs. These temporary academic instructional needs may result from:
- a. faculty leaves;
 - b. circumstances which require emergency course coverage;
 - c. the need to deliver instruction until newly hired ladder rank faculty are scheduled to begin teaching;
 - d. temporary and/or unanticipated fluctuations in enrollment; or
 - e. programmatic change designed to meet the academic mission of the University.

4. Any augmentations outside the department, program or unit in which the NSF received a continuing appointment will be treated as a separate appointment.
5. If an NSF is laid off or otherwise separated from the department, program or unit in which s/he has a continuing appointment, another department may employ her/him.
6. The parties recognize that there will be instances in which additional courses become available to which the University has decided it will assign NSF. In such instances, the University will give consideration to a qualified Continuing Appointee who is less than one hundred percent (100%). The determination of who is assigned is at the sole discretion of the University.
7. The parties recognize that there will be instances when the University will need to add sections of courses that are currently being taught by Continuing Appointees. If the University adds such a section, it will give consideration to assigning the section to a Continuing Appointee under the following conditions:
 - a. the Continuing Appointee is qualified to teach and has previously taught the course in the department, program or unit;
 - b. the augmentation to the Continuing Appointee's appointment will not cause the appointee's workload to exceed 100%.

Notwithstanding the University's obligation in this section, the University retains the sole discretion to assign the course to another academic appointee.

C. LETTER OF CONTINUING APPOINTMENT

1. Letters of Continuing Appointment shall be consistent with this MOU.
2. When an NSF is offered a continuing appointment, s/he shall be informed in writing of:
 - a. the title of the position;
 - b. the salary rate;

- c. the name of the employing department, program or unit;
- d. the date upon which the appointment commences;
- e. the percentage of time;
- f. the nature of the appointment and the general responsibilities;
- g. the name of the department chair, program head or other person to whom the NSF reports; ~~and~~
- h. **the fact that NSF are represented by a union, the UC-AFT;**
- i. **the fact that terms and conditions of the appointment are contained in the Agreement; and**
- j. ~~the University and Union Web Site addresses where the contract~~
be found of both the University and the Union, including a link to the MOU.

D. GRIEVABILITY AND ARBITRABILITY

1. Allegations of procedural or factual violations of this Article shall be subject to the full grievance and arbitration provisions of this Article.
2. An arbitrator reviewing procedural violations shall have the authority to order the University to redo the procedure.
3. An arbitrator shall not have the authority to substitute her/his judgment for the University's with respect to instructional need, academic qualifications, or determinations of excellence or non-excellence and thereby compel the University to make or continue an appointment or assign an NSF to a particular course/assignment.