

University Package

IX Bargaining Unit

June 15, 2021

The University presents a comprehensive package proposal to the UC-AFT. All articles are contingent on full agreement of each and every aspect of the package proposal.

Article 7A – Pre-Six Appointments

UC Proposal 6-15-21

Article 7B – Initial Continuing Appointment Review

UC Proposal 4-16-21

Article 7C – Continuing Appointments

UC Proposal 4-16-21

Article 7D – Senior Continuing Lecturers

UC Proposal 6-15-21

Side Letter – Pre-Six Senior Lecturers

UC Proposal 4-16-21

Article 8 – Instructional Support

UC Proposal 9-15-20

Article 11 – Benefits

UC Proposal 8-19-20

Article 12 – Leaves

UC Proposal 5-7-21

Article 17 – Layoff, Reduction in Time

UC Proposal 1-26-21

Article 21 – Compensation

UC Proposal 6-15-21

Article 22 – Merit Reviews

UC Proposal 5-7-21

Article 24 – Instructional Workload

UC Proposal 10-14-20

Article 25 – Union Rights

UC Proposal 5-13-21

Article 26 – Release Time for UC-AFT Business

UC Proposal 4-6-21

Article 31 – Pre-Six Mentoring Meeting

UC Proposal 5-25-21

Article 32 – Grievance Procedure

UC Proposal 6-15-21

Article 33 – Arbitration

UC Proposal 5-13-21

Article 35 – No Strikes

CCL

Article 40 – Duration

UC Proposal 4-16-21

Article 42 – On-Line Education

UC Proposal 9-9-20

New Article – Performance Review Criteria

UC Proposal 6-15-21

Appendix A - Grievance Officers

Retain & update

Appendix B – Panel of AFT Arbitrators

UC-AFT Proposal 5-25-21

Appendix C - Sexual Harassment Complaint Resolution Officers

Retain & update

Appendix D - Salary Scale

Retain

Appendix E – Enumeration of Benefits

Delete & replace with link to UC net

Appendix F – Post Employment Benefits	Retain
Appendix G – Definitions of Confidential & Non-Confidential Academic Review Records	Retain
Appendix H - NSF List of Duties That Shall Receive Equivalencies	Delete
Side Letter - Article 1 Recognition 2011	Delete
Side Letter - Contract Extension	Delete with above sideletter
Side Letter - Letter to Sean Brooke Re: APM 015 Faculty Code of Conduct / Academic Responsibility	Retain
Side Letter - Use of Adjunct and Visiting Prof. Appts	Retain
Side Letter - Article 1 Recognition 2002	Delete
Side Letter – NSF Workload Maximum in Writing Programs and Foreign Languages	Delete
Side Letter - NSF Workload Value Dispute 10/25/07	Delete
Side Letter - Benefits: Special Break in Service Provisions	Retain
Side Letter - Retiree Health Reopener	Retain
Side Letter - No Reimbursement Agreement	Retain
Side Letter - Changes to UC Retiree Health Eligibility Rules	Retain as Appendix
Side Letter - Enrollment Form	Delete
Side Letter – 2016 UCRP Tier	Retain
Side Letter – UCLA	Delete
Side Letter - UCSD	Delete
Side Letter – UCSB Instructional Workload	Delete
Side Letter – UCSC	Delete
Memorandum – UCSD Preuss School	Retain
Memorandum – UCLA Geffen Academy	Placeholder
Side Letter – New Employee Orientations	Delete
Side Letter – UCSF New Employee Orientations	Retain
Side Letter – Berkeley Foreign Language	Delete

TENTATIVE AGREEMENTS

Article 1 – Recognition
Article 2 – Academic Freedom
Article 3 – Academic Responsibility
Article 4 – Non-Discrimination in Employment
Article 5 – Description of Unit Titles
Article 6 – Academic Year – Appointments
Article 9 – Professional Concerns
Article 10 - Personnel Files
Article 13 – Travel
Article 14 – Holidays
Article 15 – Moving Expenses
Article 16 – Medical Separation
Article 18 - Resignation
Article 19 – Reassignment
Article 20 – Reasonable Accommodation
Article 23 – Summer Session
Article 27 – Payroll Deductions
Article 28 – Management Rights
Article 29 – Academic Calendars
Article 30 – Discipline and Dismissal
Article 34 – Immigration Reform and Control Act
Article 36 – Past Practice
Article 37 - Waiver
Article 38 – Severability
Article 39 - Successors
Article 41 - Parking
Parking Appendix
New Article – Emergency, Health and Safety

ARTICLE 7A
PRE-SIX APPOINTMENT AND REAPPOINTMENT

A. GENERAL PROVISIONS

1. This Article applies only to ~~NSF pre-six with~~ appointments. **A pre-six appointment is the appointment of a Unit 18 faculty member during the first six years of employment. For purposes of this Agreement, “first six years of employment” means the first eighteen (18) academic year quarters, twelve (12) academic year semesters, and/or twenty-four (24) fiscal year quarters of employment in the same department, program or unit at the same campus.**

~~that commence within the first six years of employment at the same campus. An appointment in the first six (6) years of employment neither creates an entitlement to nor precludes reappointment.~~

2. **As used in this Agreement, the term “reappointment” means the subsequent appointment of currently or previously appointed Unit 18 faculty.**
3. **A pre-six** appointment or reappointment of ~~NSF~~ **Unit 18 faculty** shall have a definite beginning and ending date. Such appointments shall terminate on the last day of the appointment set forth in the **appointment or reappointment letter**, as provided in Section **D B.**, below.

Except as provided for in this **Agreement MOU**, the University has the sole discretion ~~in regard to~~ **to determine who to appoint and reappoint.** ~~decisions and~~ **The University** has no obligation to reappoint **Unit 18 faculty** ~~an NSF~~ following the expiration of an appointment.

4. Except as provided for in this **Agreement MOU**, the University has the sole discretion to make determinations regarding: the regularly scheduled time and location of a course, who teaches a course, the duration of an appointment, the assignments of an individual, and the assessment of performance. Such decisions are not subject to the grievance or arbitration provisions of this Agreement except to the extent they reflect or result from University actions that are, themselves, grievable and arbitrable.

[numbering changed in this section because there was an errant #4 in previous proposal which has been deleted]

5. **All** appointments may be **reduced or** terminated prior to the established **appointment** ending date only in accordance with Article 16 — Medical Separation, Article 17 — Layoff, **Reduction in Time, and Reemployment**, or Article 30 — Discipline and Dismissal.
6. **Unit 18 faculty** ~~NSF~~ may be appointed to a quarter-**based (1/9)** or semester-based **(1/10)** appointment or to an academic year appointment **(9/12)**, in accordance with Article 6 — Academic Year — Appointment.
7. Whenever possible, the University will consult with **the Unit 18 faculty member** ~~NSF~~ before making course assignments or reassignments.
8. Upon request, a department, program, or unit shall provide **a Unit 18 faculty member** ~~an NSF~~ access to **their** ~~her/his~~ classroom observation reports, if any, and student evaluations **of teaching** in a timely manner.
9. When ~~an NSF~~ **a Unit 18 faculty member** teaches a course that is cross-listed with another department, program, or unit, the ~~NSF~~ **Unit 18 faculty member** may request to receive credit toward continuing status in either, but not both, department, program, or unit. The granting of this request shall be at the sole non-grievable discretion of the University, following consultation with both department chairs, chair equivalent, or designee.
10. At the sole, non-grievable discretion of the University, a campus may establish joint appointments, such that ~~an NSF~~ **a Unit 18 faculty member** teaching in two (or more) departments, **programs, or units**, at a campus can receive employment credit towards **initial** continuing **appointment** review in the home department for work done in either or both departments, **programs, or units**.
11. When practicable, the University shall electronically post ~~NSF~~ **Unit 18 faculty** job opportunities at: <http://www.ucop.edu/academic-personnel-programs/programs-and-initiatives/academic-job-openings/index.html>.

B. TERM CREDIT TRANSFER REQUEST

1. At the sole, non-grievable discretion of the University, a campus may accept, at the written request of **a Unit 18 faculty member** ~~an NSF~~, up to a maximum of three (3) quarters, two (2) semesters, or four (4) quarters for fiscal year appointees from another UC campus in the same or similar discipline, on a one-time basis, as credit toward excellence review eligibility, in accordance with the following criteria:

- a. ~~The NSF~~ **A Unit 18 faculty member** shall not have concurrent appointments at multiple UC campuses.
 - b. ~~The NSF~~ **A Unit 18 faculty member** shall make the request at the time of hire at the new campus, but no later than twelve (12) months from the date of hire.
 - c. If such credit is granted, no further consideration for subsequent transfer to another campus by the same ~~NSF~~ **Unit 18 faculty member** would be considered by the University.
2. The term credit, if granted, will be considered for no other purpose including consideration for the 4th year increase in Article 7a.
 3. The chair or designee retains the sole, non-grievable authority to determine whether to accept any term(s) for credit, whether partial or whole, and has the right to review past materials, including evaluations, from the ~~NSF~~ **Unit 18 faculty member's** file at the former campus.
 4. This provision is prospective and not retroactive.

C. **LETTERS OF INITIAL APPOINTMENT OR REAPPOINTMENT**

Commencing Academic Year 2022-2023

1. Letters of **initial** appointment or reappointment shall be issued to **all** academic year appointees by **May 1st at semester campuses and June 1st at quarter campuses** ~~or as soon thereafter as practicable~~ for ~~course~~ **assignments** being offered the next academic year and shall be consistent with this Agreement.
2. Letters of **initial** appointment or reappointment shall be issued to **all** appointees with quarter or semester-**based** appointments no later than ~~thirty (30)~~ **sixty (60)** calendar days prior to the commencement of the **first** service period **in the appointment**, ~~or as soon as practicable thereafter~~, and shall be consistent with this Agreement.
3. **No later than March 1 at semester campuses and April 1 at quarter campuses of each year, the University shall send notice to hiring departments, programs, and units, reminding them of their obligations under C.1 and C.2 above.**

4. **The parties recognize situations may occur where the University has to make late hiring decisions, which may not meet the time line requirements of this section.**

5. When the University appoints or reappoints ~~an NSF~~ **a Unit 18 faculty member in a department, program, or unit, ~~she~~ they** shall be informed in writing **by the hiring authority of the following:**
 - a. the title of the position;
 - b. the **annual** salary rate **for the first year of the appointment and, if applicable, a statement that in subsequent years the salary rate will be adjusted in accordance with the applicable provisions of the Agreement;**
 - c. **the minimum percentage time for the academic or fiscal year(s);**
 - d. **the gross quarter-by-quarter or semester-by semester in-unit monthly earnings for the first year of the appointment and a link to the payroll calendar;**
 - e. the name of the employing department, program, or unit;
 - f. the **total duration of the appointment and the dates of the service** period(s) for which the appointment is effective;
~~the percentage of time;~~
 - g. **Courses and Other Assigned Duties/Responsibilities**
 - 1) **If known, the course(s) and/or other assigned duties** and general responsibilities; **or**
 - 2) **If information about the course(s) and/or other assigned duties/general responsibilities is not fully known when the appointment or reappointment letter is issued, the program, unit, or department shall provide this information through a supplemental notice. Such supplemental notice shall be issued as soon as possible and no later than thirty (30) days prior to the commencement of the term of service.**

~~the nature of the appointment and the general responsibilities;~~

- h. **a statement that the University may substitute the course(s) and/or other assigned duties and general responsibilities in the same department, program, or unit during the same term.**
- 1) **Such substitution will not result in a change in earnings, workload, or appointment percentage.**
 - 2) ***In the event of a substitution, the program, department, or unit shall provide course information through a supplemental notice as soon as practicable.***
- i. the name of the department chair, program, **unit** head, or other person to whom the ~~NSF~~ **Unit 18 faculty** reports;
- j. **the phrase: “In accordance with University policy, your eligibility to participate in University of California benefits programs is dependent on the percentage and/or duration of your appointment. If you have a concurrent appointment in another department, the total percentage and/or duration of your appointment determines your eligibility. Please refer to the UC Benefits website: <http://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html>.”**
- k. ~~the fact that NSF are represented by a union, the UC-AFT;~~ **the phrase: “You are represented by a union, the UC-AFT. You may learn more about UC-AFT, including how to join as a member, at ucaft.org. The terms and conditions of your appointment are contained in your collective bargaining agreement, which you may access at <http://ucaft.org/content/unit-18-mou>.”**
- ~~the fact that the terms and conditions of the appointment are contained in the Agreement; and~~
- ~~the website addresses of both the University and the Union, including a link to the MOU.~~

6. **Additional Appointments**

- a. **Unit 18 faculty appointed at less than 100% time and/or for less than the full academic year may be subsequently offered**

additional courses, additional assigned duties, and/or general responsibilities (“additional appointments”). Under such circumstances, the Unit 18 faculty member shall receive written notification of the increase through an additional appointment(s) notice.

b. **Additional appointments offered to Unit 18 Faculty in the first year of a Two-Year Reappointment shall not create an obligation to increase the appointment percentage in the second year of a Two-Year Reappointment.**

7. **Only letters of initial appointment, reappointment, or additional appointments as defined in this section constitute offers of employment to Unit 18 faculty.**

D. PRE-SIX APPOINTMENTS

1. When the University appoints ~~NSF~~ **Unit 18 faculty** in their first six years of employment, the parties recognize that it does not do so intending that they will or will not achieve Continuing status or Continuing Appointments. The parties also recognize that legitimate practices or programs or needs may exist, or be established (including time-limited positions) that may have an effect of limiting pre-six year lecturer access to Continuing status or Continuing Appointments. Nevertheless, the University will not engage in activities or establish practices and/or programs that preclude pre-six year ~~NSF~~ **Unit 18 faculty** access to Continuing status or Continuing Appointments.
2. The University has the right to make appointment and reappointment decisions based on considerations that include but are not limited to:
 - a. the implementation of programs that have time-limited positions, insofar as such programs adhere to their stated academic goals and pass through documented regular academic consultative processes;
 - b. a pedagogical program dependent upon varied perspectives or pedagogy, insofar as the program does not deny consideration to ~~NSF~~ **Unit 18 faculty** on an individual basis and passes through documented regular academic consultative processes; and/or

- c. The employment of other academic appointees in order to accomplish the University's academic goals as long as any actions taken pass through documented regular academic consultative processes and do not violate this ~~MOU~~ **Agreement**.

E. INITIAL APPOINTMENT

1. The initial appointment may be for a period of up to two (2) academic years.
2. The duration of an appointment or **additions to an** existing appointment **are** at the sole discretion of the University, unless otherwise provided for in this ~~MOU~~ **Agreement**. Reductions of the existing appointment percentage shall be in accordance with Article 17 — Layoff, **Reduction in Time, and Reemployment**.
3. The input of qualified Continuing ~~in NSF~~ **Unit 18 faculty in** the appointment process is encouraged, but not required.
3. The ~~NSF~~ **Unit 18 faculty member** is expected to perform ~~her/his~~ **their** duties in accordance with the provisions of Article 3 — Academic Responsibility.

F. REAPPOINTMENT

1. When the University is considering ~~NSF~~ **Unit 18 faculty** for reappointment, the following procedures shall apply:
 - a. Provided need exists for **a** pre-six year, ~~a NSF~~ **Unit 18 faculty member, the** decision to reappoint ~~NSF a Unit 18 faculty member~~ who has requested consideration shall be preceded by an assessment of the performance of the ~~NSF~~ **Unit 18 faculty member**. This assessment shall be undertaken in accordance with each department's applicable procedures for assessment of pre-six year appointees in effect at the time of the assessment. The input of qualified continuing ~~NSF~~ **Unit 18 faculty** in the assessment process is encouraged, but not required.
 - b. ~~NSF~~ **Unit 18 faculty** shall be notified of the form of assessment that the department, program, or unit will follow for reappointments, and when the assessment will occur. The University will post the review criteria from **Article 7a.F.1.c.** online on a central campus website. (Note: criteria may not be ultimately listed in 7A.)

- c. Assessments of individual ~~NSF~~ **Unit 18 faculty** for reappointment are to be made on the basis of demonstrated competence in the field, ability in teaching, academic responsibility and other assigned duties that may include University co-curricular and community service.
- d. ~~NSF~~ **Unit 18 faculty** may provide letters of assessment, including letters from ~~NSF~~ **Unit 18 faculty** or Senate Faculty, and other relevant materials to the department chair or ~~her/his~~ **their** designee as part of the assessment process. Due consideration will be given to all relevant materials in the academic review/personnel file, if any.

2. **Two-Year Reappointments**

- a. **Effective academic year 2022-2023, the Two-Year Reappointment process as described below shall commence.**
- b. **The term “Two-Year Reappointment” is defined as any pre-six appointments following any service in the first two academic/fiscal years of service as pre-six Unit 18 Faculty in the same department, program, or unit.**
- c. **These reappointments shall cover a period of no less than two academic/fiscal years of either continuous or intermittent service.**
 - 1) **As used in this section, an academic/fiscal year of service is defined as any pre-six Unit 18 Faculty appointment during the academic/fiscal year, regardless of percentage appointment or quarters/semesters served.**
 - 2) **The University has the sole discretion to determine the appointment percentage during the Two-Year Reappointment. During a Two-Year Reappointment, the minimum percentage shall be the same for both years although the term by term percentage may vary. The Two-Year Reappointment does not guarantee that either the percentage of appointment or the specific teaching assignment will be constant for each quarter or**

semester during the term of the Two-Year Reappointment.

- a). **If appointed 9/12 in a Two-Year Reappointment, the Unit 18 Faculty member will have a 9/12 appointment in both years and the same minimum appointment percentage shall be maintained in both year one and year two.**
 - b). **If appointed on a 1/9 or 1/10 basis for the Two-Year Reappointment, the same minimum appointment percentage shall be maintained in both year one and year two.**
 - i. **Unit 18 faculty may be assigned to teach intermittently during non-continuous service periods within the Two-Year Reappointment.**
 - ii. **The service period for quarter-based appointments shall remain the start of the quarter through the end of the quarter dates, or the end of the subsequent quarter dates in two quarter appointments. The service period for semester-based appointments shall remain the start of the semester through the end of the semester dates.**
 - iii. **During terms that the Unit 18 faculty member is on pay status, the contractual terms that apply to 1/9 and 1/10 academic year appointments continue to apply, including benefits eligibility. If not on pay status, the terms of this Agreement do not apply during the time the Unit 18 faculty member is not in service.**
- 3) **A Two-Year Reappointment need not extend past the end of the academic year in which the Unit 18 faculty member's eighteenth (18th) academic year quarter, twelfth (12th) semester, or twenty-fourth (24th) fiscal year quarter will occur.**

- 4) **If the Unit 18 faculty member does not wish to accept the subsequent year(s) of the appointment, the Unit 18 faculty member shall decline in writing no later than fifteen (15) days after receiving their course assignment(s), in accordance with the timelines established in C.1 and C.2 above.**
 - 5) **If the Unit 18 faculty member is reappointed following a declination of the subsequent year(s) of the appointment or following a layoff, their next appointment shall be a Two-Year Reappointment.**
- d. **Nothing in this Article precludes a department, program or unit from providing a longer reappointment after the first two academic/fiscal years of service as a pre-six Unit 18 faculty** ~~during the first six (6) years of employment at the same campus may be for a period of up to three (3) academic years.~~

2. **Salary Increase**

~~Upon reappointment to a~~ **At the start of the fourth year 10th quarter/7th semester/13th fiscal quarter** of service within the same department, program or unit, the University shall grant a salary increase of at least six percent (6%) to any ~~NSF~~ **Unit 18 faculty** who has not received a prior within-range salary increase of at least six percent (6%). The University is not precluded from granting ~~NSF~~ **Unit 18 faculty** an increase of more than six percent (6%). **Effective July 1, 2022, the University will be transitioning to a salary scale rather than a salary range. As a result, the 10th quarter/7th semester/13th fiscal quarter salary increase shall be at least two (2) salary points on the salary scale rather than at least a six percent (6%) increase.**

3. When making a reappointment decision, the University will not replace an individual ~~NSF~~ **Unit 18 faculty** who has received a within range salary increase with a lower paid ~~NSF~~ **Unit 18 faculty** solely to reduce salary costs. This subsection shall only apply to those instances where the lower paid NSF is teaching the same courses as the higher paid ~~NSF~~ **Unit 18 faculty**.

G. GRIEVABILITY AND ARBITRABILITY

1. Subject to the limitations set forth in this Article, allegations of procedural violations of this Article shall be subject to the full Grievance and Arbitration provisions of this Article. An arbitrator reviewing procedural violations shall have the authority to order the University to redo the procedure.
2. Non-reappointment decisions are not grievable unless the grievance alleges a procedural violation or a violation of the prohibition on Continuing status or Continuing Appointment avoidance in **Section D.1., or F.6-4.**, above. Allegations that the University made a reappointment decision in violation of an ~~NSF~~ **Unit 18 faculty**'s academic freedom rights or for a discriminatory reason may only be pursued through Article 2 — Academic Freedom or Article 4 — Non-discrimination in Employment, respectively.
3. An arbitrator reviewing a grievance under this Article shall have no authority to order the University to appoint or reappoint ~~NSF~~ **Unit 18 faculty**. An arbitrator reviewing a non-reappointment decision shall not have the authority to substitute **their** judgment for the University's judgment with respect to the University's academic needs or an individual ~~NSF~~ **Unit 18 faculty**'s performance or qualifications. In those instances where the University's decision or action was based on ~~NSF~~ **Unit 18 faculty**'s performance, the arbitrator shall have jurisdiction to review the ~~NSF~~ **Unit 18 faculty**'s academic review/personnel files, if any.
4. Special Enforcement Provisions for Allegations of Continuing status or Appointment Avoidance

The following provisions apply to grievances alleging that the University has violated Section D.1., or **F.6-4.**, above. Only the Union, and not individual ~~NSF~~ **Unit 18 faculty**, may submit grievances alleging a violation of Sections D.1., or **F.6-4.**, above.

- a. In any grievance involving Section D.1., the Union shall have the burden to provide evidence of a policy or practice that restricts access to Continuing status or Continuing Appointments in violation of Section D.1., above.
- b. When the Union alleges a violation of section D.1., and the University asserts that its decision comported with D.2.a., b., and/or c., the arbitrator may consider if the University's action was only a pretext for Continuing status or Continuing Appointment avoidance.

- c. In any grievance involving Section **F.6-4.**,, the Union must provide the following information within forty-five (45) calendar days of the date on which the Union knew or should have known a violation occurred:
- 1) the name of the ~~NSF~~ **Unit 18 faculty** who was not reappointed;
 - 2) the department where the ~~NSF~~ **Unit 18 faculty** has an appointment;
 - 3) the courses taught by the ~~NSF~~ **Unit 18 faculty** who was replaced;
 - 4) the name of the lower-paid ~~NSF~~ **Unit 18 faculty** who replaced the higher-paid ~~NSF~~ **Unit 18 faculty**; and
 - 5) the courses taught by the lower-paid ~~NSF~~ **Unit 18 faculty**.
- d. Arbitrator's Remedial Authority

If an arbitrator finds that the University has violated the prohibition on Continuing Appointment avoidance set forth in Section D.1., or the provisions of Section **F.6-4.**, above, her/his remedial authority shall not exceed ordering the University to immediately discontinue the practice or policy and consider the adversely affected ~~NSF~~ **Unit 18 faculty** (s) for a reappointment. Upon the request of either party, the arbitrator may retain jurisdiction to ensure that the University has complied with **this order**.

[ALL CITATIONS TO SECTIONS HAVE NOT BEEN UPDATED AND WILL BE UPDATED AFTER THE ARTICLE IS FINALIZED]

**ARTICLE 7d
SENIOR CONTINUING LECTURER PROMOTION AND MERIT REVIEW**

A. GENERAL PROVISIONS

1. This Article applies to the process by which Continuing Lecturers may be promoted to Senior Continuing Lecturer, and merit reviews for Senior Continuing Lecturers.
2. The University retains sole discretion in the evaluation of **a Continuing Lecturer's**~~an NSF's~~ performance. Merit increases and promotions under this Article are not automatic.
3. **Senior Continuing Lecturer performance shall be evaluated in accordance with Article X of this Agreement.**
4. A Senior Continuing Lecturer Appointment does not create entitlement to tenure or security of employment nor does it guarantee specific teaching assignments.

B. SENIOR CONTINUING LECTURER PROMOTION AND MERIT REVIEW

1. Eligibility
 - a. Promotion: A Continuing Lecturer who has received at least two (2) consecutive positive merit advancements (following the initial Continuing Appointment) in the same department, program, or unit, may request a Senior Continuing Lecturer Promotion Review, in accordance with campus procedures, upon their next merit review.
 - b. Merit: A Senior Continuing Lecturer shall be considered for a merit increase at least once every three years following promotion to Senior Continuing Lecturer.
 - i. ~~An NSF~~ **Senior Continuing Lecturer** may request in writing that their merit review be accelerated. At the sole discretion of the University, a merit increase may be considered and awarded before the completion of three years, after appropriate review.

- ii. ~~An NSF~~ **Senior Continuing Lecturer** may request in writing that their merit review be deferred for up to one year. The University retains sole discretion to approve a request to defer a merit review. If the merit review is delayed at the request of the ~~NSF~~ **Senior Continuing Lecturer**, the effective date of the merit increase shall also be deferred.

2. Merit Increases

- a. If the Continuing Lecturer is promoted to Senior Continuing Lecturer, the promotion precludes and supersedes a separate merit increase as a Continuing Lecturer.
- b. The effective date of a promotion or merit increase is the July 1 immediately following the academic year in which the review was conducted. Any final decision that is approved after the July 1 effective date shall be retroactively applied.
- c. Following a successful promotion to Senior Continuing Lecturer, the ~~NSF~~ **Unit 18 faculty member** shall receive an increase of at least **three salary points. However, the Senior Continuing Lecturer shall not receive an increase that exceeds the maximum of the salary scale.**
- d. **If the Continuing Lecturer is not promoted to Senior Continuing Lecturer, the review file will still be assessed for merit in accordance with Article 7c-Continuing Appointments, Article 22-Merit Reviews, and Article X-Academic Review Criteria. The Continuing Lecturer is eligible to request a promotion review at the next normative merit review.**

C. **GRIEVABILITY AND ARBITRABILITY**

1. Performance review decisions are the result of academic judgment and are not subject to the grievance and arbitration provisions of this Agreement. Only allegations of procedural violations of this Article are subject to the grievance and arbitration provisions of this Agreement.
2. Allegations of procedural violations of this Article shall be subject to the full grievance and arbitration provisions of this Article. 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 the Arbitrator's judgment for the University's judgment with respect to instructional need, academic qualifications, or determinations of whether performance is exceptional and thereby compel the University to promote or provide a merit increase.
4. The Arbitrator shall have jurisdiction to review the performance review process and the academic review file. If the Arbitrator finds that the performance review process was not followed, or that the decision was not based on materials in the review file, and that such flaw/decision had a material adverse impact on the review results, the Arbitrator's remedy shall be limited to an order that the University re-do the performance review process. Where the arbitrator determines that an individual involved in the academic review has in any way materially violated the Agreement, the Arbitrator may order the University to designate different individuals to conduct the subsequent performance review.
5. Upon the request of either party, the Arbitrator may retain jurisdiction to ensure that the parties have complied with the Arbitrator's award. When the Arbitrator retains jurisdiction, the Arbitrator's remedy shall be limited to an order that the UC redo the promotion or merit review process.

ARTICLE 21 COMPENSATION

A. GENERAL PROVISIONS

1. All Pre-Six **Unit 18 faculty** shall have an annualized salary rate within the established salary range as referenced in Table 15, except as provided in Section D below.
2. All Continuing Appointees **and Senior Continuing Appointees** shall have an annualized salary rate within the established salary range as referenced in Table 16, except as provided in Section D below.
3. **Thirty (30) calendar days from the date of ratification,** the minimum salary rate, effective in Tables 16 and Table 17 for Senior Continuing Lecturers shall be ~~\$78,123~~ **adjusted to be 18% higher than the minimum salary rate for Continuing Lecturers.**
4. **Unit 18 faculty** shall receive annual general range adjustments as provided in this article.
5. Merit increases shall be provided in accordance with the provisions of Article 22 — Merit Reviews **for Continuing Appointees.**
6. Pre-six **Unit 18 faculty** shall be provided salary increases in accordance with the provisions of Article 7a, Section **F.3.** — Pre-Six Appointment and Reappointment. (reference subject to change – verify final)
7. In the event that the University proposes to restructure the salary scales/schedules for any title(s), in the unit, the University shall provide notice to the Union and upon request shall meet and confer prior to implementation.
8. The University may provide non-general range adjustments to other academic employees and such adjustments will not be provided to members of this unit.

B. **SIXTY DAYS FOLLOWING RATIFICATION – SALARY SCALE RESTRUCTURE AND GENERAL RANGE ADJUSTMENT**

1. **Effective the first full pay period following sixty (60) days from the date of ratification, the University shall adjust Table 17 – Standard Table of Starting Salaries as follows:**

- a. The lowest two starting salaries (\$56,945 and \$58,369) shall be removed from the bottom of the pre-six Standard Table of Starting Salaries (Table 17).
- b. Pre-Six appointees compensated on the salaries removed pursuant to B.1.a. shall move up to the new minimum on Table 17.
- c. Pre-Six appointees hired for their first Unit 18 faculty appointment on or after implementation of the new rates shall be placed at least at the new minimum on Table 17.

2. General Range Adjustment - Effective the first full pay period following sixty (60) days from the date of ratification, the University shall adjust Unit 18 salary scales by three percent (3.0%).

C. JANUARY 1, 2022 IMPLEMENTATION OF POINT-BASED SALARY SCALES AND JULY 1, 2022 GENERAL RANGE ADJUSTMENT

(Contingent upon ratification no later than November 1, 2021.)

1. Point-Based Salary Scales

- a. Effective January 1, 2022, the University shall convert Tables 15, 16, and 17 to point-based salary scales.
- b. The salary point-based scales shall have fixed points in increments of 3%. Unit 18 faculty shall be placed on the nearest point on or above their current full time salary rate.

2. General Range Adjustment

Effective July 1, 2022, the University shall adjust Unit 18 salary scales by one percent (1.0%).

(References in the Agreement to salary range movement shall be modified to reflect salary point movement.)

D. GENERAL RANGE ADJUSTMENTS FOR ACADEMIC YEARS 2023-2024, 2024-2025 and 2025-2026

1. Effective July 1, 2023, the University shall adjust Unit 18 salary scales by three percent (3.0%).

2. Effective July 1, 2024, the University shall adjust Unit 18 salary scales by three percent (3.0%).

3. Effective July 1, 2025, the University shall adjust Unit 18 salary scales by three percent (3.0%).

E. SPECIAL PROVISIONS

1. Above-scale annualized salaries may be paid to Unit 18 faculty at the sole discretion of the University.

2. Positions and/or titles paid on a “By Agreement” basis may continue to be paid on a “By Agreement” basis insofar as the amount paid to each “By Agreement” **Unit 18 faculty** is at or above the minimum of the salary range for her/his position.

3. **Unit 18 faculty** appointed to a Supervisor of Teacher Education title shall be paid in accordance with Tables 32 and 33.

4. Positions and/or titles that are or become eligible to participate in the University’s health science compensation plans may participate in those plans in accordance with the policies and procedures in effect at the time.

5. For the duration of this Agreement, salary increases, if any, for the ~~Demonstration Teachers~~ **bargaining unit members** at the **UCLA Lab School, UCLA Geffen Academy and the UCSD Preuss School** shall be subject to separate, local negotiations.

F. GRIEVABILITY

Decisions related to the amount and timing of general range adjustments, merit adjustments, and all aspects of the non-general range adjustment provided to other academic employees are not grievable. The implementation of the amount and timing of the general range adjustments, one-time adjustments and special salary adjustments is subject to grievance and arbitration.

ARTICLE 32 GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

1. Definition of a Grievance
 - a. A grievance is a formal written claim **filed by an individual NSF, a group of Unit 18 Faculty, or the UC-AFT** ~~submitted at Step 1 of this grievance procedure~~ alleging certain article(s) of this **Agreement** has (have) been violated by the University during the term of this **Agreement**.
 - b. **Group grievances are defined as, and limited to, those grievances which cover more than one Unit 18 Faculty, and which involve the same circumstances and facts for the grievance involved.**
 - c. **Union grievances are grievances filed by UC-AFT on behalf of an individual Unit 18 Faculty, on behalf of a group of Unit 18 Faculty, or on behalf of itself.**
 - d. **Consolidated Grievances are grievances of two or more Unit 18 Faculty, as well as multiple grievances by or related to the same Unit 18 Faculty or which relate to the same incident, issue, or course of conduct, which have been consolidated for purposes of this article, by mutual agreement of the University and the UC-AFT.**
2. Standing
 - a. Except as otherwise provided in this **Agreement**, a grievance may be filed by an NSF, **group of Unit 18 Faculty**, or the Union. The University may not bring a grievance through this procedure.
 - b. **Unit 18 Faculty who voluntarily terminate their employment, including, but not limited to, retirement from the University, shall have their pending grievances immediately withdrawn and will not benefit by any subsequent settlement or disposition of any individual or group grievance.**
3. Non-Business Days

Deadlines which fall on days that are not business days at the campus at which the grievance or appeal is filed will be automatically extended to the next business day.

4. Filing Deadline
Any grievance which is filed out of compliance with the time limits provided in this Article is considered withdrawn by the grievant and/or the Union, as applicable.
5. No University Response
If a University official fails to meet a deadline, the grievant may move the grievance to the next step in the process.
6. Extensions of Time Limits
Time limits set forth in this Article may be extended only by written agreement between the grievant or the grievant's representative, if any, and the University, in advance of the expiration of the time limit.
7. Informal Meetings and Time Limits
Nothing in this Article or **Agreement** prohibits informal meetings at any step of the grievance procedure upon agreement of the parties. Except by mutual agreement pursuant to A.6. above, such meetings do not extend the timeframes outlined in this Article.
8. Consolidation
Grievances brought by, or related to, two (2) or more **NSF Unit 18 Faculty**, and/or multiple grievances by or related to the same **NSF Unit 18 Faculty**, which concern the same **issue(s)** incident, issue or course of conduct, may be consolidated for the purposes of this procedure, provided that ~~provided that~~ **The** time limits described in this Article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances. Consolidated grievances may be severed. A grievance shall be consolidated or severed only by agreement between the grievant or the grievant's representative and the University.
9. Representation

An ~~NSF~~ **Unit 18 Faculty** shall have the right to be represented at all steps of the Grievance Procedure **by the UC-AFT, another representative, or be self-represented, provided the representative is not.** ~~by her/himself or by any person of her or his choice other than a University employee who has been designated as supervisory, managerial or confidential within the meaning of the Higher Education Employee-Employer Relations Act (HEERA). The grievant shall provide the University written notice of the name and address of her/his~~ **their representative, if applicable.** The University shall notify the Union of any formal grievances filed ~~where~~ **in which** the Union is not chosen as the representative of the grievant. The grievant's representative may be assisted in grievance meetings by another ~~NSF~~ **Unit 18 Faculty** or, if applicable, a union representative.

10. Release Time
As professional exempt employees, ~~NSF~~ **Unit 18 Faculty** shall be allowed reasonable flexibility with their time in order to investigate and pursue grievance handling. Reasonable efforts will be made by the University not to call meetings during scheduled class hours of the grievant or the grievant's representative. Time spent by grievants or their representatives outside their normal schedules in University-called meetings shall not be counted as time worked. Unit members will not lose salary as a result of attendance at meetings called by the University pursuant to this Article.
11. Settlement Offers
Settlement offers shall be confidential and inadmissible at subsequent steps. If the union is not involved in representation, the settlement shall become final so long as the adjustment is consistent with the terms of this **Agreement** and the Union, has been given ten (10) calendar days to file a response.
12. Documents
Except by agreement between the grievant or the grievant's representative and the University, documents and communications that are filed with the University and are related to the processing of a grievance shall be kept separate from the grievant's personnel and review files.
13. Authority of the Designated University Administrator
The Designated University Administrator at each step of the process has the authority to modify the decision of a Designated University Administrator provided at an earlier step of the grievance process.

B. LOCATION AND MANNER OF FILING

1. Location of Filing
Grievances and subsequent appeals shall be filed **at the designated email addresses for each UC location at Step 1 and 2 as listed in Appendix A or for the Office of the President at Step 3** ~~with the University office and/or officer designated in Appendix A.~~

2. Manner of Filing Grievances and Appeals
 - a. The grievant or the Union may file a written grievance and submit appeals to the designated **email addresses for each UC location at Step 1 and 2 or for the Office of the President at Step 3** ~~office~~ at each step of the grievance process. ~~using any one of the following methods:~~

~~EMAIL:~~

When emailed, Grievances and subsequent appeals must be submitted to the designated email address and must include PDFs of all documents, information and signatures necessary to be in compliance with the provisions of the Agreement. The date and time indicated on the University server shall constitute the official date of receipt by email submission. If the registered date on the University server falls outside ~~the~~ campus' business hours, the following business day shall constitute the official date of receipt.

 - c. **All subsequent University responses shall be sent via email to the email address designated by the Grievant/Representative on the grievance initiation form.**

~~US MAIL:~~

~~When mailed, the initial filing and subsequent appeals must arrive in an envelope with a U.S. Postal Service Postmark. The U.S. Postal Service Postmark will be used to determine the initial filing and subsequent appeals.~~

- d. ~~HAND DELIVERY:~~
~~The date of hand delivery shall be the date of the stamp or handwritten acknowledgement of receipt as noted by the Labor Relations office. The University shall acknowledge receipt by dating the form, and providing a copy of the dated form to the grievant or his/her representative.~~

C. INFORMAL RESOLUTION (OPTIONAL)

1. Within fifteen (15) calendar days after the grievant becomes aware of the

~~event~~ **issue** that is **may become** the subject of ~~the a~~ grievance, the ~~NSF~~ **Unit 18 Faculty** may discuss the ~~grievance~~ **issue** with ~~her or his~~ **their** immediate supervisor. However, if a University representative outside the department initiated the incident or action that gave rise to the ~~grievance~~ **issue**, the grievant may discuss the ~~grievance~~ **issue** with the Dean, or individual who supervises the person who initiated the action, rather than the immediate supervisor. Informal resolutions, although final, shall not be precedential or inconsistent with this **Agreement**.

2. Within five (5) calendar days of the informal discussion, the individual with whom the grievant discussed the ~~issue-grievance~~ **issue** pursuant to C.1., above, shall provide the grievant with an oral response.
3. If the ~~grievance~~ **issue** is not resolved through informal discussion, or if the grievant does not seek remedy through informal resolution, the ~~NSF~~ **Unit 18 Faculty** may seek review as set forth in Section D., below.
4. Attempts at informal resolution do not extend time to file at Step 1 unless an extension of the time limit has been agreed to as set forth in Section A.6.

D. STEP 1 – FORMAL GRIEVANCE PROCEDURE

1. Consistent with the provisions of this **Agreement**, a grievant or the Union may file a written grievance as set forth below.
 - a. A written grievance must be filed with the campus designated Grievance Officer listed in Appendix A on the grievance form agreed to by the University and the Union.
 - b. Time limits for initial filing:
 - 1) Unless otherwise specified elsewhere in this **Agreement**, grievances must be filed within thirty (30) calendar days from the date on which the ~~NSF~~ **Unit 18 Faculty** or the Union knew or could have been expected to know of the event or action which gave rise to the grievance, or, in the case of separation, within thirty (30) calendar days after the date of the ~~NSF~~ **Unit 18 Faculty's** separation from University employment, whichever occurs first.
 - c. A valid grievance must contain the following information:
 - 1) the specific article or section of the **Agreement** alleged to

- have been violated;
- 2) the date(s) and nature of the action grieved and how it violated the above described provision of the **Agreement**;
 - 3) **the name(s) of the affected Unit 18 Faculty;**
 - 4) **the adverse effects of the alleged violation on** how the ~~NSF~~ **Unit 18 Faculty and/or the Union** was adversely affected; and
 - 5) the remedy requested.
- d. If the University determines a grievance is procedurally ineligible for processing as written, the University shall inform the Union of the procedural deficiencies and provide seven (7) calendar days to permit the Union to resubmit the grievance.
- e. If the University determines such grievance ineligible for processing after it has been resubmitted, the Union may file a grievance over the University's decision, in accordance with the provisions of this Article.
2. Within ~~ten (10)~~ **thirty (30)** calendar days of receiving the written grievance, the University shall schedule **and conduct a review Step 1 meeting** between the grievant and ~~her/his~~ **their** representative if any, and the designated campus representative.
- a. The University shall provide a written response at the review or within ~~ten (10)~~ **fifteen (15)** calendar days of the review. Resolution at this step, although final, shall not be precedential or inconsistent with this **Agreement**.
 - b. If the grievance is not resolved, the grievant may seek further review in the manner described below in Section **E D**.
3. Step 1, except for the written filing of the grievance in accordance with **Section C.1. b) and c)**, may be waived by agreement of the parties.

E. STEP 2

1. If the grievance has not been resolved at Step 1, the grievant or the grievant's representative may submit a written request to the campus designated grievance officer for a Step 2 review. Such request must be

made within fifteen (15) calendar days from the date of the University's written response at Step 1, or if no University answer was issued, within fifteen (15) calendar days from the date the Step 1 response was due.

2. If either the grievant or the grievant's representative or the grievance officer requests a meeting to discuss the merits of the grievance, one shall be conducted within fifteen (15) calendar days of the request for the Step 2 review. If a meeting occurs, the grievant and/or the grievant's representative ~~may~~ **shall** be present. Also, the grievant or the grievant's representative shall be able to bring people to the meeting who have information to present about the grievance. With the agreement of the parties, each party may bring an observer(s) to the meeting. Such requests regarding an observer(s) shall not be unreasonably denied.
3. If the Union discovers information or the University produces information after the filing of the original grievance and that information gives rise to additional article(s) or section(s) alleged to have been violated, the Union may amend the pending grievance to allege violation of such specific article(s) and section(s) as soon as practicable, but in no case any later than at the time the parties hold the Step 2 meeting. If the Union submits an amendment to the Step 2 appeal, they must file the amended appeal in writing on the grievance form at the Step 2 meeting. Such amendment shall automatically extend the University's time to issue the Step 2 decision by an additional fifteen (15) calendar days. Contract violations not alleged in the Step 2 meeting are not subsequently admissible or arbitrable.
4. A campus administrator with the authority to modify the decision of the University representative at the previous step shall participate in the meetings and University response on appealed grievances.
5. Notice to the grievant of the University's Step 2 decision will be as set forth below.
 - a. For grievances where the Union represents the grievant:
 - 1) If no Step 2 meeting is requested, the University shall ~~mail~~ issue the written decision to the grievant and/or the grievant's representative within fifteen (15) calendar days following the date of receipt of the request for a Step 2 review.
 - 2) If a meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within fifteen (15) calendar days following the meeting or thirty

(30) calendar days if the Union files an amended Step 2, in accordance with Section D.3. above.

The University's decision shall become final within forty-five (45) calendar days following the issuance of the Step 2 decision, unless within that time, the Union has appealed the decision to Step 3.

- b. For grievances where the Union does not represent the grievant:
- 1) If no Step 2 meeting is requested, the University shall transmit a copy of the grievance and proposed resolution to the Union within fifteen (15) calendar days following the date of receipt of a request for a Step 2 review. The University decision shall address the issues raised in the written grievance, and shall present the facts known to the University related to the issues alleged in the grievance. If the Union requested a Step 2 meeting, the University shall transmit a copy of the grievance and proposed resolution to the Union within fifteen (15) calendar days following the meeting.
 - 2) The Union shall be given ten (10) calendar days from the date of issuance of such copy to comment in writing on the proposed resolution.
 - 3) The University shall not implement the proposed resolution of the grievance until timely receipt and review of the Union's written comments, if any.
 - 4) Following receipt of the Union's comments or ten (10) calendar days from date of issuance, whichever occurs first, the University will issue its decision to the grievant and/or the grievant's representative and will transmit a copy to the Union.
 - 5) The decision of the University shall become final, so long as the decision is not inconsistent with the terms of this Agreement, within forty-five (45) calendar days of the issuance of the decision to the grievant and/or the grievant's representative, unless within that time, the Union has appealed the decision to Step 3.

E. STEP 3 – APPEAL TO OFFICE OF THE PRESIDENT

1. Grievances that are not satisfactorily resolved at Step 2 may be appealed

to Step 3. The appeal must be filed with the Executive Director of Labor Relations Operations in the Office of the President within fifteen (15) calendar days of the date the University's Step 2 written decision was issued or, if no University answer was issued, within fifteen (15) calendar days of the date the Step 2 decision was due.

- a. The Step 3 appeal shall identify all unresolved issues, alleged violations, and remedies, and shall be signed and dated by the grievant or ~~her/his~~ **their** representative.
 - b. The subject of the grievance as stated at Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
2. The Labor Relations office in the Office of the President shall issue the University's written decision to a Step 3 appeal within thirty (30) calendar days of the receipt of the appeal. Where a grievance has been filed by the Union, the Union shall review the University's Step 3 response and shall notify the University if it has determined that the University's step 3 response satisfactorily resolves the grievance.
 3. The decision will be issued to the grievant when self-represented, or to ~~her/his~~ **their** representative. A copy of the decision will be sent to the Union.

F. **G. APPEALS TO ARBITRATION**

~~If an~~ **The Union shall submit Appeals to Arbitration is not received** by the Office of Labor Relations at the Office of the President within forty-five (45) calendar days of the issuance of the University's Step 3 answer, **or when the Step 3 answer was due. If the Union fails to file a timely appeal,** the grievance shall be considered resolved on the basis of the University's final response.

New Article – ACADEMIC REVIEW CRITERIA

A. General Conditions

1. The review criteria described in this article shall apply to Unit 18 faculty during an Excellence Review, ~~for to Continuing Lecturers~~ **Appointees** and Senior **Continuing Lecturers** **Appointees** during a merit review, and a promotion review to Senior Continuing Lecturer.
2. The standards for excellence, merit, and promotion are codified in Article 7B, 7C and 7D, respectively.

B. Review Process

1. The University shall notify the **Unit 18 faculty** in writing of the review, its timing, criteria, and the procedure that will be followed **per this Article**. Such notice shall be **provided** no less than forty-five (45) calendar days **prior to the date by which the Unit 18 faculty's review materials must be submitted,** where practicable. Should the University provide less than forty-five (45) calendar days' notice, the University shall not unreasonably deny an extension to the **Unit 18 faculty** to submit **their** materials for the review file.
2. The notification shall include:
 - a. A list of materials the **Unit 18 faculty** is responsible for providing and how they should be submitted;
 - b. The date by which the **Unit 18 faculty** must submit all required materials;
 - c. Links to the applicable collective bargaining agreement article(s); and
 - d. The date by which **the attainment of continuing status,** the merit increase, or promotion in question shall be effective.
 - e. **The right of the Unit 18 faculty member to inspect and respond to their academic review file, in accordance with Article 10, Personnel and Review Files.**
3. A **Unit 18 Faculty** may request an extension of the review deadlines due

to a leave of absence taken under Article 12 - Leaves. Such requests shall not be unreasonably denied.

4. According to campus procedures, the University shall notify the Unit 18 faculty member of the **excellence**, promotion, or merit review outcome.
5. If the Continuing Lecturer is not promoted to Senior Continuing Lecturer:
 - a. The review file shall still be assessed for excellence in accordance with Article 7c – Continuing Appointments.
 - b. The Continuing Lecturer is eligible to request another promotion review at their next normative merit review.
6. The provisions in Article 7c, Section B (Establishing the Continuing Appointment Percentage) and Section C (Letter of Continuing Appointment) continue to apply to Senior Continuing Lecturers.

C. Review Materials

1. All relevant materials shall be given due consideration. These may include:
 - a. A current Curriculum Vitae;
 - b. Examples of syllabi, assignments, lecture slides, lesson plans, exams, and/or other applicable course materials including but not limited to prompts for and responses to student work;
 - c. A self-reflection/self-statement/self-evaluation of the **Unit 18 faculty's** performance, teaching objectives, and teaching activities;
 - d. A term-by-term enumeration of the number and types of courses taught by the **Unit 18 faculty**;
 - e. Explanations of deviations from the standard assigned workload;
 - f. Identification of any new courses taught or of existing courses whose structure, approach, or content were substantially reorganized;
 - g. Evidence of introduction of new teaching practices **and techniques** into the course(s) taught;

- h. Notice of any awards or formal mentions for **distinguished** teaching;
- i. Student evaluations, provided that the quantitative measure in the student evaluation is not the sole criterion for evaluating teaching;
- j. Letters of reference and assessments by departmental **Unit 18 faculty**, departmental Academic Senate Faculty, other academic appointees, students; and/or others external to the University of California; ~~and~~
- k. **Written observations** resulting from classroom visitations by colleagues and evaluators; **and**
- l. Additional materials relevant to their assigned duties.**

- 2. **According to campus procedures, statements of contributions in assigned areas of the NSF's achievements that promote equal opportunity and diversity should be given due recognition in the review process. These contributions to diversity and equal opportunity will be focused on teaching and learning and can take a variety of forms including teaching that is particularly inclusive of diverse populations.**

D. Review Criteria

- 1. Evaluations of the academic qualifications or performance of a NSF for purposes of **achieving continuing status**, merit, and promotion shall be made on the basis **of their assigned instructional duties**. **Achieving continuing status or a merit will be based on** demonstrated excellence for Continuing Appointees and **merit and promotions will be based on** exceptional ~~instructional~~ performance in teaching for Senior Continuing Lecturers. Academic responsibility and other assigned duties shall also be utilized in the review.
- 2. **Senior Continuing Lecturers:** Instructional contributions that are broad ranging and/or greatly enhance the academic mission of the University, may be considered exceptional. Length of service and continued excellent performance as a Continuing Lecturer alone are not justification for promotion.
- 3. **Due attention should be paid to the variety of demands placed on instructors by the types of teaching called for at various levels, and**

the total performance of the NSF should be judged with proper reference to assigned teaching responsibilities.

4. **Instructional performance shall be evaluated according to the following criteria, as demonstrated by the materials in the review file:**
 - a. Dedication to and engagement with teaching;
 - b. Command of the subject matter and continued growth in mastering new topics;
 - c. Organizing and presenting course content effectively and with demonstrated learning outcomes;
 - d. Setting pedagogical objectives appropriate to the course topic, level, and format;
 - e. Responding to student work in ways commensurate with student performance, course topic, level, and format;
 - f. Awakening in students an awareness of the importance of the subject matter;
 - g. Inspiring interest in beginning students and stimulating advanced students to do complex work;
 - h. Developing pedagogically effective assignments, lecture slides, lesson plans, exams, and/or other course materials and/or prompts for student work;
 - i. Additionally, exceptional instructional performance would include Introducing new teaching practices into the course(s).
- ~~5. Due attention should be paid to the variety of demands placed on instructors by the types of teaching called for at various levels, and the total performance of the NSF should be judged with proper reference to assigned teaching responsibilities.~~
6. According to campus procedures, contributions in assigned areas of the NSF's achievements that promote equal opportunity and diversity should be given due recognition in the review process. These contributions to diversity and equal opportunity will be focused on teaching and learning and can take a variety of forms including teaching that is particularly

inclusive of diverse populations.

D. Grievability and Arbitrability

1. Performance review decisions are the result of academic judgment and are not subject to the grievance and arbitration provisions of this Agreement. Only allegations of procedural violations of this Article are subject to the grievance and arbitration provisions of this Agreement.
2. Allegations of procedural violations of this Article shall be subject to the full grievance and arbitration provisions of this Article. 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 the Arbitrator's judgment for the University's judgment with respect to instructional need, academic qualifications, or determinations of whether performance is **excellent or** exceptional and thereby compel the University to promote or provide a merit increase.
4. The Arbitrator shall have jurisdiction to review the performance review process and the academic review file. If the Arbitrator finds that the performance review process was not followed, or that the decision was not based on materials in the review file, and that such flaw/decision had a material adverse impact on the review results, the Arbitrator's remedy shall be limited to an order that the University re-do the performance review process. Where the arbitrator determines that an individual involved in the academic review has in any way materially violated the Agreement, the Arbitrator may order the University to designate different individuals to conduct the subsequent performance review.
5. Upon the request of either party, the Arbitrator may retain jurisdiction to ensure that the parties have complied with the Arbitrator's award. When the Arbitrator retains jurisdiction, the Arbitrator's remedy shall be limited to an order that the UC redo the **excellence,** promotion, or merit review process.