All terms are offered as part of a package. Rejection of any term may entail the cancellation of other terms offered.

Article 7A--Pre-Six Appointments  
UC-AFT Proposal 5-25-21

Article 7B--Initial Continuing Appointment Review  
UC-AFT Proposal 5-25-21

Article 7C--Continuing Appointments  
UC-AFT Proposal 5-25-21

Article 7D--Senior Continuing Appointments  
UC-AFT Proposal 5-25-21

Side Letter--Senior Lecturers  
UC Proposal 4-16-21

Article 8--Instructional Support  
UC-AFT Proposal 5-25-21

Article 11--Benefits  
UC-AFT Proposal 2-12-21

Article 12--Leaves  
UC-AFT Proposal 4-22-21

Article 17--Layoff and Reduction in Time  
UC Proposal 1-26-21

Article 21--Compensation  
UC-AFT Proposal 5-25-21

Article 22--Merit Review  
UC-AFT Proposal 5-25-21

Article 24--Workload  
UC-AFT Proposal 5-25-21

Article 25--Union Rights  
UC-AFT Proposal 5-6-21

Article 26--Release Time  
UC-AFT Proposal 5-6-21

Article 32--Grievance Procedure  
UC-AFT Proposal 5-25-21

Article 33--Arbitration  
UC-AFT Proposal 5-6-21

Article 35--No Strikes/No Lockout  
UC-AFT Proposal 5-25-21

Article 40--Duration  
UC-AFT Proposal 5-25-21

Article 42--Online Instruction  
UC-AFT Proposal 12-17-21

New--X--Academic Review Criteria and Materials  
UC-AFT Proposal 5-25-21

Side Letters

Panel of Arbitrators  
UC-AFT Proposal 5-25-21
[All cross-references to other sections of the MOU are provisional and will be finalized upon reaching a Tentative Agreement.]

ARTICLE 7a
PRE-SIX APPOINTMENT AND REAPPOINTMENT

A. GENERAL PROVISIONS

1. This article applies only to NSF with pre-six appointments. A pre-six appointment is the appointment of a Unit 18 faculty member during the first six (6) years of employment. For purposes of this Agreement and calculating the service credit accrual toward Continuing status only, “first six (6) years of employment” means the first eighteen (18) academic year quarters, twelve (12) academic year semesters, and/or twenty-four (24) fiscal-year quarters within the same department, program, or unit. Service credit accrual toward Continuing status may include eligible summer terms consistent with Article 23.B. This Article applies only to NSF with appointments 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. Except as provided for in this Agreement, this Article does not apply to the recruitment and selection for open Unit 18 faculty positions.

3. The 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 or reappointment set forth in the letter, as provided in Section C.B., below.

4. Except as provided for in this Agreement, the University has the sole discretion in regard to determine whom to appointment and reappoint, and has no obligation to reappoint an NSF following the expiration of an appointment. As used in this Agreement, the term “reappointment” means the subsequent appointment of currently or previously appointed Unit 18 faculty.

5. Except as provided for in this MOU Agreement, 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.

6. An NSF 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.

7. NSF Unit 18 faculty 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.

8. Whenever possible, the University will consult with an NSF the Unit 18 faculty member before making determining course logistics, assignments or reassignments.

9. Upon request, a department, program, or unit shall provide a Unit 18 faculty member an NSF access to her/his classroom observation reports, if any, and student evaluations of teaching in a timely manner.

10. When an NSF 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.

11. 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 eContinuing Appointment review in the home department for work done in either or both departments, programs, or units.

12. When practicable, the University shall electronically post NSF Unit 18 faculty job opportunities at: https://www.ucop.edu/academic-personnel-programs/programs-and-initiatives/academic-job-openings/index.html and on campus recruitment web sites. When
there is the intention or decision to reappoint pre-six Unit 18 faculty members, the position(s) occupied by those pre-six Unit 18 faculty members shall not be considered open for posting or recruitment.

13. The input of qualified Continuing NSF Unit 18 faculty in the appointment and reappointment process is encouraged, but not required. [MOVED from E.3 in CCL]

B. SERVICE CREDIT RETENTION UPON TRANSFER

At the sole, non-grievable discretion of the University, a campus may accept, at the written request of an NSF a Unit 18 faculty member, 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 Unit 18 faculty member shall not have concurrent appointments at multiple UC campuses.

b. The NSF 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's 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
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 courses 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. Each year, no later than March 1st at semester campuses and April 1 at quarter campuses, the University shall send notice to hiring departments, programs, and units reminding them of their obligations under Sections C.1 and C.2 above.

4. When the University appoints or reappoints an NSF Unit 18 faculty member in a department, program or unit, s/he 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 a statement that in subsequent years the salary rate will be adjusted in accordance with the applicable provisions of the Agreement;
   
   c. the percentage of time for the upcoming academic/fiscal year;
   
   d. the minimum percentage time for each quarter or semester of all quarters or semesters of the appointment period during which the Unit 18 Faculty shall be employed in the same department, program, or unit;
   
   e. the gross quarter-by-quarter or semester-by-semester in-unit monthly earnings for each year of the appointment defined in the letter and a link to the payroll calendar;
   
   f. the name of the employing department, program, or unit;
   
   g. the total duration of the appointment and the dates of the service period(s) for which the appointment is effective;
h. **Courses and Other Assigned Duties / Responsibilities**

i. *If known, the courses, and/or other assigned duties, and the nature of the appointment and the general responsibilities; or*

ii. *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 notices shall be issued as soon as possible and no later than thirty (30) days prior to the commencement of the term of service.*

i. *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 when such substitution will not result in a change of earnings, workload, or appointment percentage. In the event of a substitution, the program, unit or department shall provide course information through a supplemental notice. Such supplemental notices shall be issued as soon as possible and no later than thirty (30) days prior to the commencement of the term of service.*

j. *The name of the department chair, program, or unit head or other person to whom the NSF Unit 18 faculty reports;*

k. *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 or job title, the total percentage and/or duration of your appointments determines your eligibility. Please refer to the UC Benefits website at [https://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html](https://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html).”*

l. *The fact that NSF are represented by a union, the UC-AFT; 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 [https://ucaft.org/content/unit-18-mou](https://ucaft.org/content/unit-18-mou).”*
i. the fact that the terms and conditions of the appointment are contained in the Agreement; and

j. the website addresses of both the University and the Union, including a link to the MOU.

5. **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.

D. **PRE-SIX APPOINTMENTS**

1. **Effective academic year 2022-2023. the appointment and reappointment process as described below shall commence.**

2. **A pre-six appointment or reappointment shall cover a period of no less than two academic / fiscal years of either continuing or intermittent service in the same department, program or unit.** Each subsequent pre-six reappointment shall span at least two academic years.

   a. **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.**

   b. **The University has the sole discretion to determine the appointment percentage during the appointment or reappointment. During an appointment year reappointment, the minimum percentage shall be the same between the first year of the appointment and all subsequent years, although the term-by-term percentage may vary. The appointment or 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 appointment period.**

      i. **If appointed 9/12 in an initial appointment or reappointment, the Unit 18 faculty member will have a 9/12 appointment in all years, and the**
same minimum appointment percentage shall be maintained in all years of the appointment.

ii. If appointed on a 1/9 or 1/10 basis for the initial appointment or reappointment, the same minimum appointment percentage shall be maintained in all years of the appointment.

1. Unit 18 faculty may be assigned to teach intermittently during non-continuous service periods within the appointment or reappointment period.

2. The service period for quarter-based appointments shall remain 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.

3. During terms that the Unit 18 faculty member is on pay status, the contractual terms that apply to the 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.

c. 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 thirty (30) days after receiving their course assignment(s), in accordance with the timelines established in C.1 and C.2 above.

d. If the Unit 18 faculty member is reappointed following a declination of the subsequent year(s) or the appointment or following a layoff, their next appointment shall be for a minimum of two years.

3. A 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. In no case shall the length of a pre-six appointment delay or postpone an Initial Continuing Appointment Review or the effective date of Continuing status or Continuing Appointment.

5. During the first year of a Unit 18 faculty member’s initial appointment, their department, program or unit may choose to initiate a Pre-Six Performance Review, as described in Section G, Reappointment.
   
   a. In the event that the Unit 18 faculty member, as a result of this review, is not deemed competent, the University may separate from the Unit 18 faculty member at the conclusion of the first year. This separation is not considered a dismissal or layoff.
   
   b. Any courses that had been assigned to the Unit 18 faculty member will be reassigned per the Order of Work Assignments in F.4.

6. Appointments of Less Than Two Years:
   
   a. The University may offer an appointment for a term of less than two years for three reasons:
      i. temporary replacement of another faculty member who is on leave or sabbatical, in which case the name of the faculty member for whom the Unit 18 member is substituting must be included in the appointment letter;
      ii. sudden and unforeseeable increases in student enrollments;
      iii. the Unit 18 faculty member is being assigned only to a course number that has not been offered in the two most recent academic years
   
   b. Offers of appointments of less than two years shall be made in accordance with section F.4, Order of Work Assignments.

7. Except as otherwise provided for in this Agreement, the University has the sole discretion to determine length of appointment. Nothing in this provision shall preclude a department, program, or unit from offering longer initial appointments and reappointments than those defined above in D.2.

E. PRE-SIX HIRING TIERS

1. Pre-six Unit 18 faculty shall be designated in the following tiers, based on both term count and assessment of competence per the terms of section G, Reappointment:
a. **ADVANCED PRE-SIX LECTURER TIER:**
Unit 18 faculty in their 13th through 18th academic year quarters, 9th through 12th academic year semesters, and/or 17th through 24th fiscal-year quarters (inclusive) within the same department, program or unit, who have passed their most recent Pre-Six Performance Review, as described in section G below.

b. **PRE-SIX LECTURER TIER:**
Unit 18 faculty in their 1st through 12th academic year quarters, 1st through 8th academic year semesters, and/or 1st through 17th fiscal-year quarters (inclusive) within the same department, program or unit, who have passed their most recent Pre-Six Performance Review (if applicable), as described in section G below.

2. Unit 18 faculty shall advance tiers upon meeting the criteria for each group. For example, a Unit 18 faculty member who has passed their most recent Pre-Six Performance Review shall enter the Advanced Pre-Six Lecturer Tier at the onset of their 13th academic year quarter.

E.-F. WORK ASSIGNMENTS

1. The following provisions about work assignments apply to pre-six Unit 18 faculty whom the University has assessed as competent, per the Pre-Six Performance Review process. For the purposes of this Article, the term “competent” means assessed positively in the Pre-Six Employment Review.

2. “Work” shall be defined as any course that a Unit 18 faculty member has previously taught or is qualified to teach, and/or available course equivalencies per Article 24--Workload. For the purposes of this Article, qualifications will be assessed with reference to factors such as the Unit 18 faculty member’s:

   a. **Teaching experience; and/or**
   b. **Graduate training; and/or**
   c. **Disciplinary knowledge; and/or**
   d. **Professional development; and/or**
   e. **Research and professional experience; and/or**
   f. **Community engagement.**
3. **Following the first academic year of the Unit 18 faculty member’s initial appointment,** a Unit 18 faculty member offered appointment to a similar assignment in the same department, program or unit shall receive an appointment with an appointment percentage equal to or greater than the appointment percentage in the prior academic year. If there is insufficient work to fulfill the Unit 18 faculty member’s minimum appointment percentage, their appointment may be reduced or terminated in accordance with Article 17 -- Layoff, Reduction in Time and Reemployment.

4. **Order of Work Assignments**

   a. **Within a department, program, or equivalent unit, work shall be offered in the following order:**

      i. **Continuing Appointees:**
      
      ii. **Unit 18 faculty members in the Advanced Pre-Six Lecturer Tier who have passed their most recent Pre-Six Performance Review:**
      
      iii. **Unit 18 faculty members in the Pre-Six Lecturer Tier who have passed their most recent Pre-Six Performance Review (if applicable):**
      
      iv. **New hires**

   b. **Within each pre-six appointment tier, the University retains the right to determine the order in which to offer Unit 18 faculty appointments.**

   c. **For the purpose of work assignment order, any Unit 18 faculty member who will advance between tiers during the duration of an appointment shall be considered a member of the higher tier they will occupy. For example, if a two-year appointment is offered to a Unit 18 faculty member who is in their 12th academic year quarter at the start of the appointment, they will be placed in the Advanced Pre-Six Lecturer Tier for the purpose of work-assignment order.**

   d. **Nothing in this Agreement shall preclude the University from offering work to a member of a higher hiring tier after offering it to a member of a lower hiring tier, as long as the offer does not violate other provisions of this article.**

   e. **Work shall be offered to every qualified Unit 18 faculty member with Continuing Lecturer status, and Unit 18 faculty in the Advanced Pre-Six...**
Lecturer Tier and Pre-Six Lecturer Tier before it is offered to any other qualified candidate.

f. Unit 18 faculty who have been reviewed per Section G below and found competent but are not reappointed will remain in their most recent hiring tier for two (2) calendar years following the expiration of their most recent appointment.

g. Unit 18 faculty who have been separated for just cause or as a result of a negative performance review will not remain in a hiring tier.

i. Non-reappointment as a result of a negative decision in a Pre-Six Performance Review is neither a dismissal nor a layoff.

ii. Nothing in this Agreement shall preclude the University from offering work to a Unit 18 faculty member who has received a negative decision in a Pre-Six Performance Review, or who has previously been separated from the university as a result of non-reappointment.

5. Within sixty (60) calendar days of issuing an appointment letter, a department, program, or unit will request from Unit 18 faculty a list of classes the Unit 18 faculty member is qualified to teach and interested in teaching in the future. The department, program, or unit shall take the responses into consideration when offering subsequent appointments.

6. 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.

7. 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 NSF Unit 18 faculty access to Continuing status, or Continuing Appointments.

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 augmentation of the existing appointment is at the sole discretion of the University, unless otherwise provided for in this MOU. Reductions of the existing appointment percentage shall be in accordance with Article 17—Layoff.

3.——The input of qualified Continuing NSF in the appointment process is encouraged, but not required.

4.——The NSF is expected to perform her/his duties in accordance with the provisions of Article 3—Academic Responsibility.

F. G. REAPPOINTMENT

1. When the University is considering an NSF for a reappointment, the following procedures shall apply: Provided need exists for pre-six year NSF, A At the conclusion of a Unit 18 faculty member’s appointment period, a decision to reappoint or not to reappoint an NSF them who has requested consideration shall be preceded by an assessment of the performance of the NSF Unit 18 faculty member, conducted according to the following Pre-Six Performance Review procedures.

2. Pre-Six Performance Reviews shall take place in the final year of each of a Unit 18 faculty member’s pre-six appointment terms, with sufficient time to
allow for issuance of a letter of appointment in accordance with the timelines established in sections C.1 and C.2 above.

3. The Unit 18 faculty member’s program, unit or department may choose to initiate an optional Pre-Six Performance Review during the first year of an initial appointment, as per D.5 This review, if initiated, shall be conducted with sufficient time to allow for issuance of a letter of appointment in accordance with the timelines established in sections C.1 and C.2 above.

4. 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. [MOVED FROM SECTION F.1.a OF CCL]

5. A peer observation of the Unit 18 faculty member’s teaching will be conducted at least once during each appointment.

6. REVIEW CRITERIA

Reviews of pre-six Unit 18 faculty shall be made on the basis of demonstrated competence in teaching, academic responsibility per Article 3 of this Agreement, and other assigned duties that may include University co-curricular or community service. [MOVED FROM SECTION F.1.C OF CCL]. Performance shall be evaluated according to some or all of the following criteria as they are relevant to the Unit 18 faculty member’s work and demonstrated by the materials in the review file. Instructional performance is measured by evaluation of evidence demonstrating such qualities as:

a. dedication to and engagement with teaching, and/or
b. command of the subject matter and continued growth in mastering new topics, and/or continuous growth in the subject field, and/or
c. Setting pedagogical objectives appropriate to the course topic, level, and format, and/or
d. Organizing and presenting course content effectively, and/or
e. Responding to student work in ways commensurate with student performance, course topic, level, and format, and/or ability to organize and present course materials;
f. **Awakening** in students an awareness of the importance of the subject matter, and/or

g. **Inspiring curiosity interest** in beginning students and **stimulating** to stimulate advanced students to do creative **complex** work.

7. 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 **Unit 18 faculty** should be judged with proper reference to assigned teaching **overall** responsibilities.

8. **REVIEW FILE MATERIALS**

   An evaluation of an NSF Unit 18 faculty member shall be based on an academic review file. The academic review file shall contain only material relevant to the consideration of the review and to the period of time under review. Due consideration will be given to all relevant materials in the academic review/personnel file, if any. These shall include the following:

   a. **A self-reflection/self-statement/self-evaluation of the Unit 18 faculty member’s performance, teaching objectives, and teaching activities.**

   b. **Reports from classroom observations conducted by faculty colleagues.**

   c. **Qualitative responses from student evaluations of teaching (SET) (i.e., written answers to open-ended questions), provided that if an SET includes non-evaluative information that is incorrect or discriminatory, the Unit 18 faculty member may request for it to be removed from the review file.**

9. At the discretion of the Unit 18 faculty member, other relevant materials may also be included.

   d. **An NSF may provide a self-statement or self-evaluation of her/his teaching objectives and performance.**

10. The **University shall notify the Unit 18 faculty member in writing no less than forty-five (45) calendar days in advance of the review, its timing, criteria, and the procedure that will be followed. 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 member to submit materials to the review file.**
11. The University shall notify the Unit 18 faculty member of the outcome of the review by April 1st of the academic year in which the review is conducted.

a. If the Pre-Six Performance Review results in a negative decision, the Unit 18 faculty member will be informed both of the outcome of the review and the reasons cited for the negative decision;

b. At the University’s discretion, a Unit 18 faculty member who receives a negative decision in the review may be reappointed and put on a remediation plan.

a. Provided need exists for pre-six year NSF, a decision to reappoint or not to reappoint an NSF who has requested consideration shall be preceded by an assessment of the performance of the NSF. 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 in the assessment process is encouraged, but not required. [MOVED TO G.2 ABOVE]

b. NSF 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.

c. Assessments of individual NSF 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. [MOVED TO G.3 ABOVE]

d. An NSF may provide letters of assessment, including letters from NSF or Senate Faculty, and other relevant materials to the department chair or her/his designee as part of the assessment process.

2. Reappointment(s) during the first six (6) years of employment at the same campus may be for a period of up to three (3) academic years.

3.12. Salary Increase
a. Upon reappointment to a **At the start of the fourth year 10th academic year 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. **Service credit accrual toward this salary increase may include eligible summer terms consistent with Article 23.B.** The University is not precluded from granting an **NSF Unit 18 faculty** an increase of more than six percent (6%).

b. **Effective July 1, 2022, the University will be transitioning to a salary scale rather than a salary range for Unit 18 employees. As a result, the 10th academic 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.**

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

G. H. 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.4. F.7. or F.4. G.13., above. Allegations that the University’s reappointment decision violated, made a reappointment decision in violation of an NSF’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, **may only be pursued through these articles,** respectively.

3. ——An arbitrator reviewing a grievance under this Article shall have no authority to order the University to appoint or reappoint an **NSF Unit 18 faculty member**. An
arbitrator reviewing a non-reappointment decision shall not have the authority to substitute her/his judgment for the University’s judgment with respect to the University’s academic needs or an individual NSF’s Unit 18 faculty member’s performance or qualifications. In those instances where the University’s decision or action was based on an NSF’s Unit 18 faculty member’s academic review/personnel files, if any. 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.

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.4. F.7., or F.4. G.13., above. Only the Union, and not individual NSF Unit 18 faculty member, may submit grievances alleging a violation of Sections D.4. F.7., or F.4. G.13., above.

a. In any grievance involving Section D.4. F.7., 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.4. F.7., above.

b. When the Union alleges a violation of section D.4. F.7., and the University asserts that its decision comported with D.2. a., b., and/or c. F.6.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.4. G.13., 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 member who was not reappointed;

2) the department where the NSF Unit 18 faculty member has an appointment;
3) the courses taught by the NSF *Unit 18 faculty member* who was replaced;

4) the name of the lower-paid NSF *Unit 18 faculty member* who replaced the higher-paid NSF *Unit 18 faculty member*; and

5) the courses taught by the lower-paid NSF *Unit 18 faculty member*.

d. Arbitrator’s Remedial Authority

If an arbitrator finds that the University has violated the prohibition on Continuing status or Continuing Appointment avoidance set forth in Section D.1. F.7., or the provisions of Section F.4. G.13., above, her/his the arbitrator’s remedial authority shall not exceed ordering the University to immediately discontinue the practice or policy and consider the adversely affected NSF(s) for a reappointment. Upon the request of either party, the arbitrator may retain jurisdiction to ensure that the University has complied with her/his the arbitrator’s award.
[All cross-references to other sections of the Agreement in this proposal are provisional and will be finalized upon reaching a Tentative Agreement]

ARTICLE 7b
PROCESS FOR ACHIEVING CONTINUING STATUS, EXCELLENCE REVIEW, AND CONTINUING APPOINTMENTS

A. GENERAL PROVISIONS

1. This Article contains the policies and procedures that govern the process by which NSF Unit 18 faculty achieve Continuing status and Continuing Appointments.

2. The University retains sole discretion in the evaluation of an NSF’s performance.

3. When an NSF Unit 18 faculty member receives an appointment that includes an 18\textsuperscript{th} quarter, 12\textsuperscript{th} semester or 24\textsuperscript{th} fiscal quarter of service in the same department, program, or unit, the University shall conduct the excellence review in accordance with this Article.

4. The University shall conduct the excellence review in the academic year in which the 18\textsuperscript{th} quarter, 12\textsuperscript{th} semester, or 24\textsuperscript{th} fiscal quarter of service occurs, and the University shall complete the excellence review prior to the commencement of the 19\textsuperscript{th} quarter, 13\textsuperscript{th} semester or 25\textsuperscript{th} fiscal quarter. However, the University shall not be obligated to complete an excellence review if the NSF Unit 18 faculty member does not perform service in an eighteenth (18\textsuperscript{th}) quarter, twelfth (12\textsuperscript{th}) semester or twenty-fourth (24\textsuperscript{th}) fiscal quarter. Following completion of the excellence review, the University shall notify the NSF Unit 18 faculty member of the results per Section F below.

5. If as a result of the excellence review the NSF Unit 18 faculty member is deemed excellent, and the NSF Unit 18 faculty member has performed service in the 18\textsuperscript{th} quarter, 12\textsuperscript{th} semester or 24\textsuperscript{th} fiscal quarter in the same department, program, or unit, the NSF Unit 18 faculty member shall have Continuing status.

6. Conversely, if, as a result of this review, the University determines that the NSF Unit 18 faculty member is not qualified to perform anticipated responsibilities at an excellent level in the department, program, or unit, the NSF Unit 18 faculty member will be released at the end of their her/his appointment.

7. For NSF Unit 18 faculty who have achieved Continuing status and for whom there is instructional need in the 19\textsuperscript{th} quarter, 13\textsuperscript{th} semester or 25\textsuperscript{th} fiscal quarter as defined in Section B below, the University shall provide notice of a
Continuing appointment in accordance with Article 7c by the end of the 18th quarter, 12th semester or 24th fiscal quarter, or as soon as practicable.

8. For NSF Unit 18 faculty who have achieved Continuing status but for whom there is not instructional need in the 19th quarter, 13th semester or 25th fiscal quarter as defined in Section B below, the University shall notify the NSF Unit 18 faculty member by the end of the 18th quarter, 12th semester or 24th fiscal quarter, or as soon as practicable, that they have the right of first refusal for two years for NSF Unit 18 faculty work for which they are qualified. This right of first refusal shall not abridge the reemployment rights of another NSF Unit 18 faculty member, as specified in Article 17—Layoff, Reduction in Time, and Reemployment.

9. Either Continuing status or a Continuing appointment, if any, shall commence at the start of a 19th quarter, 13th semester or 25th fiscal quarter, regardless of when the excellence review is completed.

10. Nothing in this MOU Agreement shall preclude a department, program, or unit from hiring an NSF Unit 18 faculty member who has achieved Continuing status after the period of right of first refusal has expired. In such a hiring, the NSF Unit 18 faculty member shall be hired as a Continuing Appointee.

11. If an NSF is not deemed excellent, the University shall provide the NSF timely notice. Unit 18 faculty may request an extension of the review deadlines because of a leave of absence taken under Article 12-Leaves. Such requests shall not be unreasonably denied.

B. FISCAL YEAR APPOINTEES

When an NSF receives an appointment to a 6th full calendar year in the same department, program, or unit, the University shall conduct an excellence review to be completed by the end of the 6th—calendar year, provided the NSF performs service in the 4th quarter of the 6th—year.

B. INSTRUCTIONAL NEED

1. Instructional need to establish a continuing appointment shall exist when the University determines the following with respect to the 19th quarter, 13th semester or 25th fiscal quarter nineteenth (19th) quarter, thirteenth (13th) semester, or twenty-fifth 25th fiscal quarter:

   a. there is a departmental need for courses to be taught by NSF Unit 18 faculty in the area in which the NSF Unit 18 faculty member has taught; and

   b. the NSF Unit 18 faculty member is qualified to teach those courses;
a. a Continuing Appointee is not already expected to teach the course(s).

2. Instructional need to establish a continuing appointment will not exist when:
   a. Senate Faculty is designated to teach the course(s) during the next academic year previously assigned to the NSF–Unit 18 faculty member;
   b. graduate Academic Student Employee (ASE) whose training is in the same department or related discipline, or where the assignment is made pursuant to an academic plan for pedagogical training of the ASE, are designated to teach the course(s) previously assigned to the NSF Unit 18 faculty member during the next academic year;
   c. an unanticipated distinguished Visiting Professor, or Adjunct Professor, is designated to teach the course(s) during the next academic year previously assigned to the NSF Unit 18 faculty member;
   d. the assignment of the NSF Unit 18 faculty member to teach the course(s) conflicts with established departmental academic program requirements for intellectual diversity, as outlined in Article 7a.D.2.b.

C. SPECIAL NOTICE REQUIREMENT FOR ANTICIPATED REDUCTION OF INITIAL CONTINUING APPOINTMENT

If, prior to the issuance of the Letter of Continuing Appointment, the University determines that an NSF Unit 18 faculty member who has been appointed to a 18th quarter, 12th semester or 24th fiscal quarter will have an initial continuing appointment percentage that is less than that of the previous year the Unit 18 faculty member’s minimum appointment percentage during the previous appointment period, the University will provide notice to the NSF–Unit 18 faculty member as soon as practicable, with a copy to the Union.

D. For the Excellence Review, Unit 18 faculty shall be evaluated on the basis of the criteria and materials in the review file set out in Article X-Academic Review Criteria.

REVIEW NOTIFICATION

4. The University shall notify the NSF in writing of:
   a. the review, its timing, criteria, and the procedure that will be followed. Such notice shall be no less than thirty (30) calendar days when practicable. Should the University provide less than thirty (30) calendar
days notice, the University shall not unreasonably deny an extension to
the NSF to submit her/his materials for the review file.

2. An NSF appointee being evaluated may provide letters of assessment from
individuals with expertise in her/his field, and/or other relevant materials to the
evaluation file prepared by the University, which shall be included as part of
the evaluation process. Those from whom letters may be provided include but
are not limited to:

a. departmental NSF appointees;
b. departmental Academic Senate Faculty;
c. other academic appointees;
d. students; and/or
e. others external to the University of California.

E. REVIEW COMMITTEE AND PEER OBSERVATIONS

1. A committee shall review and make recommendations about NSF Unit 18
faculty performance pertaining to the excellence review for Continuing
Appointments. The committee shall be at the departmental level, except where
not practicable, in which case it will be as close to the departmental level as is
practicable (e.g., school, division or college). Such committees shall
comprise will be comprised of academic appointees with sufficient knowledge
of the NSF Unit 18 faculty member’s field of expertise. The membership of
the excellence review committee is not confidential.

2. At least two (2) members of the review committee shall each observe the
Unit 18 faculty member’s teaching on separate occasions before
submitting their recommendations.

3. The University shall make reasonable efforts to ensure that a qualified NSF
Unit 18 faculty member will participate on such review committees although
no individual shall be required to serve on the committee. Unless the NSF Unit
18 faculty member on the committee is a standing appointment, the NSF
Unit 18 faculty member being reviewed shall be consulted about the NSF
Unit 18 faculty member appointment on the committee. Care shall be taken
to ensure that the committee is composed of faculty who can offer a fair and
neutral assessment of the NSF Unit 18 faculty member’s performance. The
NSF Unit 18 faculty members on the review committee shall be under the
same obligation as any other member of the personnel committee with respect
to the confidentiality of the review process.
4. The NSF Unit 18 faculty member being reviewed may provide a written list of suggested peers from whom input may be solicited and/or identify qualified persons from whom input may be solicited. The NSF Unit 18 faculty member being reviewed shall be afforded an opportunity to raise concerns about possible bias on the part of individuals involved in their review. Any such statement provided by the NSF Unit 18 faculty member shall be included in the academic review file.

5. The NSF Unit 18 faculty member may submit a written response to the recommendation from the department, program, or unit, which shall be included in their her/his excellence review file.

6. An evaluation of an NSF Unit 18 faculty shall be based on an academic review file. The academic review file shall contain only material relevant to consideration of personnel action. Performance-based decisions concerning appointment to a Continuing Appointment and termination for non-excellence shall be based on upon the material contained in the academic review file.

F. EVALUATION CRITERIA

1. Evaluations of the academic qualifications or performance of Unit 18 faculty for purposes of consideration for a continuing appointment shall be made on the basis of demonstrated excellence in the field and in teaching, academic responsibility, and other assigned duties.


G. REVIEW OUTCOME

1. All campuses will follow a written procedure for notifying Unit 18 faculty of the Excellence Review decision in a timely manner.

2. If the review outcome is negative and the Unit 18 faculty member is not declared excellent, the notification will include the reasons why, with reference to the criteria listed in Article X.

H. GRIEVABILITY AND ARBITRABILITY

1. Performance review decisions are the result of academic judgment (defined as an evaluation by a faculty member of the materials contained in a review file) and are not subject to the grievance and arbitration provisions of this Agreement. Only allegations of procedural violations of the 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 their her/his judgment for the University’s judgment 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, except when those judgments or determinations are pretextual per Section I.5 below. Nevertheless, the Arbitrator shall have the authority to resolve factual disputes related to Section C.2

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 flawed, or that the decision was based on factors other than those reflected in the related academic 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 MOU, 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 their her/his award. When the Arbitrator retains jurisdiction, the Arbitrator’s remedy shall be limited to an order that the UC redo the performance review process.
ARTICLE 7c
CONTINUING APPOINTMENTS

A. GENERAL PROVISIONS

1. This Article applies to Unit 18 Faculty NSF who have Continuing status or a Continuing Appointment and for whom instructional need has been established in a department, program, or unit.

2. Except as provided for in this MOU Agreement, the University has the sole discretion to make determinations regarding instructional need for courses to be taught by NSF Unit 18 faculty, the regularly scheduled time and location of a course, and who is assigned to teach specific courses.

3. 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.

4. Whenever possible, the University will consult with Unit 18 faculty and NSF before making determining course logistics or assignments or reassignments.

4. The University may reduce the initial appointment of a Continuing Appointee or, in accordance with the provisions of Section B.1.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, Reduction in Time, and Reemployment; 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 C. ESTABLISHING THE CONTINUING APPOINTMENT PERCENTAGE
The appointment percentage for a continuing appointment shall be in accordance with the following provisions:

1. Continuing Appointment Base: The University will make all appointments at a specific appointment base percentage, in accordance with this section.

   a. Normally, the Unit 18 faculty member’s initial continuing appointment percentage shall be equal to the NSF’s Unit 18 faculty member’s minimum appointment percentage during the previous academic year reappointment period. 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 Unit 18 faculty member in the previous academic year will not be offered or taught by the NSF Unit 18 faculty because:

      1) Instructional Need does not exist pursuant to Article 7b., Section B.2., or

      2) The courses will be taught by an Unit 18 faculty member NSF with more service and there are no other courses taught by less senior NSF Unit 18 faculty member 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 Unit 18 faculty received the written confirmation of her/his initial appointment percentage pursuant to Section C.2., below, the University will provide the NSF Unit 18 faculty thirty (30) days notice or pay in lieu of notice. The University shall also inform the NSF Unit 18 faculty 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 University will provide the Unit 18 faculty member NSF with written confirmation of her/his Continuing appointment base percentage at least fifteen (15) calendar days before the beginning of the academic term in which
the Continuing Appointment begins.

2. Augmentation: The department, program or unit in which the Unit 18 faculty member 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 3. below.

   a. Augmentations or appointments made by a department, program or unit other than the ones in which the NSF Unit 18 faculty member 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, Reduction in Time, and Reemployment.

3. Temporary Augmentation: Augmentations made to continuing appointments which are of a distinct and finite period of one academic year or less shall not be added to the NSF’s Unit 18 faculty member’s continuing appointment base. When the University assigns a Unit 18 faculty member to two consecutive temporary augmentations, the Unit 18 faculty member shall have a permanent augmentation to the continuing appointment base of at least the lesser of the two temporary augmentations. 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 Unit 18...
faculty member received a continuing appointment will be treated as a separate appointment.

5. If an NSF a Unit 18 faculty member is laid off or otherwise separated from the department, program or unit in which the Unit 18 faculty member has a Continuing Appointment, another department may employ them 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 Unit 18 Faculty 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%.

c. 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 INITIAL CONTINUING APPOINTMENT

[LETTERS OF INITIAL CONTINUING APPOINTMENT WILL REFLECT THE FINAL AGREEMENT ON THE CONTENT OF APPOINTMENT LETTERS REACHED IN ARTICLE 7A]

1. Letters of Initial Continuing Appointment shall be consistent with this MOU Agreement.

2. When an NSF Unit 18 faculty member is offered an Initial Continuing Appointment,
UC-AFT Unit 18 Successor Bargaining
Article 7c–Continuing Appointments
UC-AFT Proposal #5
May 25th, 2021

s/he they shall be informed in writing of:

a. the title of the position;

b. the annual salary rate;

c. the percentage of time;

d. the gross quarter-by-quarter or semester-by-semester in-unit monthly earnings for the appointment defined in the letter and a link to the payroll calendar;

ee. the name of the employing department, program or unit;

def. the date upon which the appointment commences;

fg. the courses, and/or other assigned duties, and nature of the appointment and the general responsibilities;

gh. the name of the department chair, program head, or unit head or other person to whom the NSF Unit 18 faculty member reports;

a. 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 or job title, the total percentage and/or duration of your appointments determines your eligibility. Please refer to the UC Benefits website at https://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html.”

hj. the fact that NSF are represented by a union, the UC-AFT; 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 https://ucaft.org/content/unit-18-mou.”

i. the fact that terms and conditions of the appointment are contained in the Agreement; and
D. MERIT REVIEW ELIGIBILITY

1. A Unit 18 faculty member shall be considered for a merit increase at the time of initial continuing appointment and at least once every three years thereafter.

2. The procedures and criteria for evaluation of Unit 18 faculty performance are included in Article 22 - Merit Review and Article X - Academic Review Criteria.

DE. 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 his/her 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 a Unit 18 faculty member to a particular course/assignment.
[All cross-references to other sections of this MOU are provisional and will be verified pending a tentative agreement.]

ARTICLE 8
INSTRUCTIONAL SUPPORT

A. INSTRUCTIONAL RESOURCES

1. The University shall provide access to facilities, services, texts, and instructional support that are reasonably necessary for NSF Unit 18 faculty to complete their assigned duties and responsibilities, including but not limited to:

   a. office and desk space: an office on the main campus with sufficient privacy for FERPA-protected conversations with students. If the office does not have sufficient privacy for FERPA-protected conversations with students, then there should be an additional designated space for those conversations. The office shall be equipped with:

      i. a door that shuts and locks from the inside and outside
      ii. a dedicated desk for each Unit 18 faculty member; in departments that do not currently provide a dedicated desk Unit 18 faculty members may request a dedicated desk and shall receive a dedicated desk within a month of the request
      iii. at least two chairs per desk
      iv. a desktop computer or laptop computer (laptop loan programs may be established by each campus and may be distributed on a campus/department/program/unit basis) and internet connection for each occupant;
      v. a telephone, and answering equipment
      vi. appropriate storage space to secure files, books, student work and personal effects

   b. computer and internet connection;
   c. training and support for instructional technology and other web-based tools;
   d. storage space;
   e. office, laboratory, and instructional equipment;
   f. mailbox and email;
   g. office supplies
g. text, and/or reading materials desk copies or reimbursement for required course texts purchased for instructional use;

h. *printing and* photocopying equipment;

i. confidential document disposal.

2. Common spaces such as computer labs, lounges, or copy rooms shall not be substituted for the office described in A.1.a above.

3. **Laptop computer loan program**

   A campus/department/program/unit may institute a laptop loan program. The laptop computer must be returned to the initiating office no later than the end of the appointment or the Unit 18 Faculty is liable for the replacement cost.

4. 2. **NSF Unit 18 Faculty** shall have access to email, enrollment and course management online course databases, online course environments, and library privileges at least thirty (30) fourteen (14)-calendar days before the start of the assigned teaching responsibilities, unless the appointment is an emergency appointment as defined in Article 7a.F. An emergency appointee shall have access to email, enrollment and course management databases, and online course environments at least seven (7) business days before classes begin, whenever practicable, but never later than one business day after the NSF begins his or her assigned teaching responsibilities. If the emergency appointment is made less than seven (7) calendar days before the start of assigned teaching responsibilities, access shall be as soon as practicable, but never later than two (2) business days before the start of assigned teaching responsibilities.

5. 3. **NSF Unit 18 Faculty** shall have access to University email for at least six (6) months after separation in accordance with local campus policies and procedures in effect at the time of separation.

6. 4. To the extent that infrastructure and/or resources are available:

   a. NSF teaching courses and sections **Unit 18 faculty** shall be listed by name on the updatable online schedule of classes;

   b. NSF shall be listed in the campus online directory;

   c. NSF may shall be listed in all faculty rosters and directories, including on the departmental web site, and in physical directories (e.g. building signage). **Unit 18 faculty shall** and may be provided access to their own faculty web page; and

   d. NSF may shall be included in physical directories, e.g. building signage, where it exists.
7. The University will fill NSF requests for Teaching Assistant and Reader support, based on department procedures and available resources (personnel and budget). All departments, programs, and units will develop and communicate to Unit 18 faculty written policies for assigning Teaching Assistant and Reader support. Departments, programs, and units will follow their policies. Unit 18 Faculty shall not be disadvantaged in the selection or assignment of TAs/Readers by virtue of membership in the bargaining unit.

B. SUBSTITUTE FOR INSTRUCTIONAL DELIVERY

If an NSF is unable to fulfill her/his instructional duties with respect to a scheduled class and a suitable arrangement cannot be made to provide for the delivery of necessary instruction, NSF may request University assistance from department chair in arranging a substitute to satisfy the instructional obligations of the course. If the University department chair decides that a substitute is appropriate and necessary, The University shall assume all related expenses, if any, for the substitute.

C. GRANTS AND TEACHING AWARDS

1. NSF Unit 18 faculty are eligible and may apply for competitive grants and support funds for instructional improvement and course development and may apply or be nominated for teaching awards. NSF Unit 18 faculty are eligible for and may request non-competitive course support funds, and such requests shall not be capriciously denied, or denied solely on the basis of bargaining unit membership.

2. Information pertaining to available campus instructional grants and awards shall be made available to NSF Unit 18 faculty by the same means as those used for other faculty instructional appointees.

D. PRINCIPAL INVESTIGATOR STATUS

3. At the sole discretion of the University, a Pre-continuing Unit 18 faculty NSF may be granted Principal Investigator status in accordance with Contracts and Grants Policy. Continuing Unit 18 Faculty shall be automatically eligible to serve as Principal Investigators.

E. CLASSROOM INFRASTRUCTURE
1. **Unit 18 Faculty shall teach in classrooms that are clean, safe and equipped with the following:**

   a. **Enough chairs and desk space for all students enrolled in the class, the Unit 18 faculty member, and any other instructors or participants;**

   b. **Upon request, a Unit 18 faculty member shall be assigned a classroom with writing and display space (such as a whiteboard or blackboard);**

   c. **Doors that lock from the inside;**

   d. **Upon request of a Unit 18 faculty member, functioning instructional technology, including but not limited to an internet-connected computer, projector, screen, and laptop hookups and adaptors.**

**D. H. INFORMATION REQUESTS**

If the Union files an information request for a campus’s instructional development grants for the preceding academic year, the University’s response shall include but not be limited to the names, funding request amounts, and actions on those requests for all Unit 18 NSF Faculty.

**E. I. ARBITRATOR’S AUTHORITY**

In any grievance alleging a violation of this Article, the Arbitrator shall have no authority to overturn the University’s decisions whether or not to provide grants for instructional improvement and/or course development, or to bestow a teaching award under Section C.1. The arbitrator shall have the authority to review all other matters covered in this article. The arbitrator shall have no authority to modify University procedures in Section A, or to substitute her/his judgment for that of the University with regard to the determination of whether infrastructure or resources are or are not available, as described in Section A.
UC-AFT PACKAGE PROPOSAL

[Cross references to other contract sections are provisional and will be updated once a tentative agreement has been finalized.]

ARTICLE 21
COMPENSATION

A. GENERAL PROVISIONS

1. All Pre-Six NSF Unit 18 Faculty shall have an annualized salary rate within the corresponding to a number on the established salary range table as referenced in Table 1715, except as provided in Section D below.

2. All Continuing Appointees and Senior Continuing Unit 18 faculty shall have an annualized salary rate within the corresponding to a number on the established salary range table as referenced in Table 16-17, except as provided in Section D below.

3. All K-12 Instructors shall have an annualized salary corresponding to the salary table of their respective K-12 school (The UCLA Lab School, the UCLA Geffen Academy, or the Preuss School at UC San Diego.)

4. NSF Unit 18 Faculty shall receive annual general range adjustments as provided in this article. A general range adjustment is a salary increase that applies to all points on a salary scale.

5. Merit increases shall be provided in accordance with the provisions of Article 22 — Merit Reviews and Article 7d Senior Lecturer.

6. Pre-six NSF Unit 18 Faculty shall be provided salary increases in accordance with the provisions of Article 7a, Section E.3.— Pre-Six Appointment and Reappointment.

7. Within a department, program, or unit, no Unit 18 Faculty shall have an annualized 100% Unit 18 Faculty salary less than 120% of the annualized
100% salary (not including tuition and fee waivers) of any Academic Student Employee, Graduate Student Instructor, Non-Student Tutor, Reader, Tutor, or Grader concurrently appointed in the same department, program, or unit.

8. 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.

9. All salary increases resulting from the implementation of this contract Article will be fully funded for departments, programs, and units.

7. 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. PLACEMENT ON THE TABLE 17 SALARY SCALE

1. Initial placement for new hires with terminal degrees (including but not limited to Ph.D., MFA, JD, MBA) shall be no lower than the third salary point on the scale.

2. Initial placement for new hires with two (2) or three (3) academic years of post-secondary teaching experience that are not part of a graduate training program shall be no lower than the second salary point on the scale. Initial placement for new hires with four (4) or more academic years of post-secondary teaching experience that are not part of a graduate training program shall be no lower than the third salary point on the scale.

3. Initial placement on the Unit 18 salary scale shall take into account relevant certifications and prior relevant non-post-secondary teaching and/or professional experience that are not part of a graduate training program. Certifications and relevant non-post-secondary teaching, professional experience, and/or professional development that form part of the basis of an initial hiring decision will result in appropriate placement of at least one point above the minimum salary.
4. **Within 60 days of the implementation of the new salary scale per Section C below,** Unit 18 Faculty hired previous to this implementation, who are at the first or second point on the salary scale and have a terminal degree or at least two (2) academic years of post-secondary teaching experience, and upon submitting a request to their department, program, or unit with evidence of a terminal degree and/or at least two (2) academic years of post-secondary teaching experience prior to hiring, shall be moved to the second or third point on the scale, consistent with Sections B.1 and B.2 above.

5. Any Unit 18 Faculty member placed lower on the salary scale than another Unit 18 Faculty member hired in the same or subsequent year, in the same department, program, or unit and with equivalent qualifications, may request a salary adjustment. This request will not be arbitrarily or capriciously denied.

6. Unit 18 Faculty who attain a terminal degree (including but not limited to, Ph.D., MFA, JD, MBA) while holding a Unit 18 appointment or between Unit 18 appointments will move up two points on the scale from the current or previous salary rate within thirty (30) days of the conferral of the terminal degree.

7. Nothing in this Article is intended to preclude or prohibit initial placement on the salary scales at points higher than the minimum as required herein.

**C.B. 2021 RANGE ADJUSTMENT IMPLEMENTATION OF POINT-BASED SCALES**

1. Effective the first full pay period following 60 days from the date of ratification, the University shall adjust all NSF salary ranges by three and 2/10ths percent (3.2%) convert Table 17 from a standard table of starting salaries to a point-based salary scale.

2. Salary point-based scales shall have fixed points in increments of 3%. Unit 18 faculty shall be placed on the new salary scale at the point
corresponding to the nearest value that is higher than their current salary.

3. No Unit 18 faculty will be disadvantaged by the shift to the new salary scale, including but not limited to Unit 18 faculty already receiving salaries that are above the maximums listed on the new salary scale.

D.C. GENERAL RANGE TABLE 17 SCALE ADJUSTMENTS FOR 2016, 2017, 2018, and 2024

1. Effective the first full pay period following 60 days from the date of ratification, the University shall move all Unit 18 Faculty on Table 17 up one point on the salary scale, eliminate the lowest point on the scale, and add a point at the highest end of the scale. This scale adjustment shall be based upon salaries in effect immediately following the implementation of the point scale specified in Section C above.

2. All Pre-Continuing Unit 18 Faculty members hired on or after the salary adjustment described in D.1 shall be placed on or above the new minimums on the Table 17 salary scale.

3. Effective July 1, 2022, the University shall move all Unit 18 Faculty on Table 17 up one point on the salary scale, eliminate the lowest point, and add a point at the highest end of the scale.

4. Effective July 1, 2023, the University shall move all Unit 18 Faculty on Table 17 up one point on the salary scale, eliminate the lowest point, and add a point at the highest end of the scale.

5. Effective July 1, 2024, the University shall move all Unit 18 Faculty on Table 17 up one point on the salary scale, eliminate the lowest point, and add a point at the highest end of the scale.

4. Effective July 1, 2016, the University shall adjust all NSF salary ranges by three (3.0%).
2. Effective July 1, 2017, the University shall adjust all NSF salary ranges by two and a half percent (2.5%).

3. Effective July 1, 2018, the University shall adjust all NSF salary ranges by two and a half percent (2.5%).

E. TABLE 32 AND 33 SCALE ADJUSTMENTS FOR 2021

1. **Effective the first full pay period following 60 days from the date of ratification, the University will eliminate the lowest level (Level 1) from the Supervisor of Teacher Education salary scales (Tables 32 and 33), adjust the scales so that all levels are separated by 3% increments, open eligibility for Levels 13 and 14 to non-doctorate holders, and add two (2) levels to the highest end of the scale.**

2. **All Supervisors of Teacher Education will be transferred to the point on the new salary scales corresponding to the nearest value that is higher than their current salary.**

3. **No Supervisors of Teacher Education will be disadvantaged by the revisions to the Table 32 and Table 33 salary scale.**

F.G. GENERAL RANGE ADJUSTMENTS FOR 2021

1. **Effective the first full pay period following 60 days from the date of ratification, the University shall adjust all points on Salary Tables 17, 32, and 33 by three percent (3.0%).**

2. **Effective July 1, 2022, the University shall adjust all points on Salary Tables 17, 32, and 33 by three percent (3.0%).**

3. **Effective July 1, 2023, the University shall adjust all points on Salary Tables 17, 32, and 33 by three percent (3.0%).**
4. **Effective July 1, 2024, the University shall adjust all points on Salary Tables 17, 32, and 33 by three percent (3.0%).**

5. **All range adjustments** shall be based upon salaries in effect immediately following the scale adjustments specified in D.

**D. SPECIAL PROVISIONS**

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

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

4. **All Supervisors of Teacher Education shall have an annualized salary rate corresponding to the established salary table as referenced in Tables 32 and 33.**

2.4. 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.

**E. RATIFICATION 2016 LUMP SUM PAYMENT**

1. The University shall provide a one-time, non-base building, non-UCRP eligible payment of $215.00 to each eligible NSF in accordance with the criteria below:

   a. employed at ten percent (10%) or greater in the bargaining unit on April 1, 2016, and;

   b. on payroll on the date of payout on June 1, 2016;

   c. For semester campuses, although the service period ends in May, this
lump sum payment shall be paid on the last paycheck of the term.

2. Dues or fees shall not be deducted from the Ratification Lump Sum Payment.

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.

F. SPECIAL LUMP SUM PAYMENTS


   a. “Service Year” shall refer to the fiscal year in which the annual appointment percentage is used, as described in Section 2.b. below, to calculate the base earnings, which is the fiscal year that immediately precedes the payout year.

   b. “Payout Year” shall refer to the year in which the payout of the lump sum occurs, which is the fiscal year that is immediately subsequent to the service year.

   c. Dues or fees shall not be deducted from the Special Lump Sum Payments.

2. Eligibility

   a. The NSF must have an average annual bargaining unit appointment percentage of at least 25% and less than 50% in the Service Year. Summer Session and non-bargaining unit appointments shall not count towards eligibility;

   b. The NSF must have accrued six (6) quarters, four (4) semesters or eight (8) fiscal quarters of service in the bargaining unit between January
1, 2000 and the end of the Service Year;

e. The NSF must have an active bargaining unit appointment in one or more academic terms, or fiscal quarters for fiscal year appointees, during the Payout Year;

d. The NSF may not be an active UCRP member nor accrue UCRP service credit at any point during the Service Year, and;

e. If the NSF has appointments at multiple campuses, the NSF shall only be eligible for one lump sum payment through the home campus.

3. 2017 Lump Sum Payment

For eligible NSF who have an active bargaining unit appointment during the 2016-2017 Payout Year, the University shall provide a lump sum payment on June 1, 2017 for semester campuses and July 1, 2017 for quarter campuses. The one-time, non-base building, non-UCRP eligible lump sum payment shall be equal to five percent (5%) of the NSF’s base earnings in the bargaining unit for Service Year: July 1, 2015—June 30, 2016.

4. 2018 Lump Sum Payment

For eligible NSF who have an active bargaining unit appointment during the 2017-2018 Payout Year, the University shall provide a lump sum payment on June 1, 2018 for semester campuses and July 1, 2018 for quarter campuses. The one-time, non-base building, non-UCRP eligible lump sum payment shall be equal to five percent (5%) of the NSF’s base earnings in the bargaining unit for Service Year: July 1, 2016—June 30, 2017.

5. 2019 Lump Sum Payment

For eligible NSF who have an active bargaining unit appointment during the 2018-2019 Payout Year, the University shall provide a one-time, non-
base building, non-UCRP eligible lump sum payment on June 1, 2019 for semester campuses and July 1, 2019 for quarter campuses. The lump sum payment shall be equal to five percent (5%) of the NSF’s base earnings in the bargaining unit for Service Year: July 1, 2017—June 30, 2018.

6. The terms of Section F, Special Lump Sum Payments, shall expire following the June 1, 2019 payout and shall not be renewed.
ARTICLE 22
MERIT AND PROMOTION REVIEW PROCESS CAMPUS GUIDELINES AND PROCEDURES

A. GENERAL CONDITIONS

a. This Article applies to the campus guidelines and procedures and department procedures for merit and promotion review, and any changes to them.

b. The review process and evaluation criteria are located in Articles 7B, 7C, 7D, and X--Academic Review Criteria.

c. For those NSF Unit 18 faculty who are eligible for merit increases, such increases are based on academic attainment, experience, professional development and performance, and are not automatic. NSF Unit 18 faculty shall be eligible for merit increases in accordance with this Article in those years when the University provides merit increases to non-represented academic employees.

d. Consistent with this Agreement, decisions to grant or not grant a merit increase to individual NSF Unit 18 faculty are at the sole discretion of the University. In the event an NSF Unit 18 faculty is not awarded an increase following a merit review, the University shall include an explanation for its decision that shall accompany the merit review determination.

B. NSF Unit 18 faculty shall be subject to merit reviews as follows:

a. Pre-Six year NSF Unit 18 faculty merits – For pre-six year Unit 18 faculty NSF, consideration for merit reviews, and decisions regarding the timing and amount of individual increases if any, shall be at the sole discretion of the University.

b. Continuing Appointee merits – The University retains sole discretion in the evaluation of an NSF Unit 18 faculty’s performance.

i. A Continuing Appointee shall be considered for a merit increase at the time of the initial continuing appointment, and at least once every
three years thereafter. At the sole discretion of the University, a merit increase may be considered and awarded before the completion of three years, after appropriate review. An NSF Unit 18 faculty may request that his or her merit review be deferred for up to one year.

ii. Upon review, if the NSF Unit 18 faculty performance since the last merit review affirms the appointee’s is deemed excellence previously established in the Excellence Review, the NSF Unit 18 faculty shall receive a merit increase of at least six-percent (6%). The University is not precluded from granting merit increases of greater than six percent (6%), with such increases being in intervals of three percent (3%) only, e.g., 9%, 12%, and so on.

iii. For academic reviews effective July 1, 2021 or later, upon review, if the Unit 18 faculty’s performance since the last merit review is deemed excellent, the Unit 18 faculty shall advance two salary points on the salary scale in Table 17 of the Agreement. The University is not precluded from granting merit increases of greater than two salary points on the salary scale in Table 17 of the Agreement.

c. At the request of the UC-AFT, each campus will provide the Union with a list of Unit 18 Faculty NSF who were considered for a merit increase during the previous academic year. The information will include the campus, the Unit 18 Faculty member’s NSF’s name, department, whether the individual was granted a merit increase or not, and the amount of any such increase. The information shall be provided within thirty (30) calendar days of the Union’s request.

d. Unit 18 faculty who have been on an approved leave of absence may request up to a one-year deferral to the merit review process. Such deferred merit reviews shall follow the procedures in accordance with Articles 7C, 7D, and Article X.

e. The effective date of a merit or promotion is the initial date of the change for purposes of payroll and record keeping and indicates the first day on which merit and promotion increases begin. If a Unit 18 faculty member elects to defer a merit or promotion review, the effective date of any increase that results from the review is also deferred by the same amount of time. If merit or promotion decisions are delayed, salary increases will be paid as soon as possible, with retroactive payment to the effective date of the merit or promotion.
D. Demonstration Teachers, Supervisors of Teacher Education, or any NSF whose salary is paid on a “By Agreement” basis shall be considered for a merit review at the sole discretion of the University in accordance with procedures established by the University at each campus.

C. -MERIT AND PROMOTION GUIDELINES AND PROCEDURES

a. All merit review guidelines and procedures will be consistent with this Agreement.

b. The Union shall be provided copies of applicable campus merit guidelines and departmental review procedures as they exist or as they are developed, and provide copies to the Union. An individual may request a copy of the applicable campus merit review guidelines or departmental procedure(s).

c. The University may change campus merit guidelines and merit review procedures according to the normal campus processes for revising such procedures.

   i. The University shall provide to the Union proposed changes to campus merit guidelines at least thirty (30) days prior to finalization. The University will begin to apply changed guidelines to individual NSF only with the beginning of the NSF’s merit review cycle.

   ii. The University shall provide to the Union proposed changes to departmental review procedures at least a month prior to finalization. Upon request of the Union, the University shall meet with the Union to discuss the effect of the proposed merit procedure changes before the University implements such changes.

d. At the request of the UC-AFT, the campus will provide the Union with a list of NSF Unit 18 faculty who were considered for merit or promotion increase during the previous academic year. The information will include the campus, the NSF Unit 18 faculty’s name, department, whether the individual was granted a merit increase or promotion or not, and the amount of any such increase. The information shall be provided within thirty (30) calendar days of the Union’s request.

D. REVIEW OUTCOME

a. All campuses will follow a written procedure for notifying Unit 18 Faculty of the Merit Review decision in a timely manner.
UC-AFT Unit 18 Successor Bargaining
Article 22-Merit Review Process
UC-AFT Proposal #7
May 25, 2021

b. If the review outcome is negative and the Unit 18 faculty member is not awarded at least a two (2) point increase, the notification will include the reasons why, with reference to the criteria listed in Article X.

E. The provisions of this Article are not intended to preclude consideration for merit increases for the members of this bargaining unit.

F. Performance review decisions are the result of academic judgment (defined as an evaluation by a faculty member of the materials contained in a review file) and are not subject to the grievance and arbitration provisions of this Agreement. Only allegations of procedural violations of the Article are subject to the grievance and arbitration provisions of this Agreement.

G. An arbitrator shall not have authority to substitute her/his judgment for the University’s judgment regarding and NSF Unit 18 faculty’s performance or qualification, nor shall the arbitrator have the authority to order the University to provide a merit increase. If the arbitrator finds a procedural violation, the arbitrator’s authority shall be limited to ordering the University to repeat the merit review from the point at which the violation occurred. At the request of either party, the arbitrator may retain jurisdiction.
ARTICLE 24
INSTRUCTIONAL WORKLOAD

A. INSTRUCTIONAL WORKLOAD STANDARDS, COURSE DEFINITION AND EQUIVALENCIES

1. For the purposes of this Article, the word “course” refers to any instructional offering, including but not limited to classes, sections, lessons, lectures, seminars, discussions, and labs.

2. Full Time Instructional Workload Standard

   a. The full-time (100%) instructional workload standard for an NSF Unit 18 faculty for an academic year shall not exceed nine (9) instructional workload credits over three (3) quarters or six (6) instructional workload credits over two (2) semesters, or the equivalent. Instructional workloads may be lower, based upon the instructional workload standard of the campus, department, program, or unit.

   b. A full-time course load workload for a 100% NSF Unit 18 faculty member who teaches writing and foreign language courses:

      i. will not exceed eight (8) instructional offerings/classes/courses/sections on a quarter campus or five (5) instructional offerings/classes/courses sections on a semester campus, and

      ii. will be at least 1 IWC fewer than the maximum IWC at the campus.

   c. A full-time workload for a Unit 18 faculty member who conducts individualized instruction (for example, music lessons for one or a small group of students) shall not involve greater than 18 (eighteen) hours per week of assigned student contact, excluding office hours.

   d. All campuses, departments, units, and programs shall use the IWC system.

2. The entirety of work that is involved in teaching a course will be taken into account when determining IWC.
3. In assigning IWC, consideration will be given to the standards and criteria for excellent instruction. IWC will not reflect a level of effort below what is required to teach at an excellent level.

4. Workload will be compensated according to the terms of this Article. Methods of calculating and compensating workload that are not contemplated by this Article are not authorized.

5. The parties recognize that workload encompasses a complex interaction of variables including the course format; student enrollments; student contact hours; type and amount of preparation, feedback, and assessment; type and number of assignments; type and amount of instructional support provided, including the coordination of other instructional personnel; conventions of the field or discipline; and expectations by the department, program, or unit. Because no single element of a class is usually adequate to determine the workload involved, for purposes of reference and benchmarking, Appendix X contains the IWC assigned to selected University courses. IWC are assigned according to the number and amount of:

   a. current, anticipated, and historical student enrollments;
   b. time in the classroom, laboratory, studio, clinic, and/or other locations of instruction and/or supervision;
   c. grading, assessment, and/or evaluation of student performance;
   d. amount of feedback provided on student work;
   e. preparation for teaching;
   f. office hours and/or conference time;
   g. student contact in addition to the above;
   h. coordination of students, academic student employees, readers, tutors, and other personnel.
   i. Meetings, program assessments, or course coordination that are expected of Unit 18 faculty who teach a particular course offering.

The factors above are not exhaustive. Work related to instruction that is performed by Unit 18 faculty but not included in the list above shall also be considered in determining IWC.

2. Definition of a Course with One Instructional Workload Credit (IWC)

   a. For purposes of this Article, a course shall be valued at one instructional workload credit (IWC) when it meets the following definition: an instructional offering that is...
regularly scheduled, requires significant academic preparation, office hours, and/or grading outside the class by the instructor, and meets a minimum of three (3) between two (2.0) and three (3.0) standard instructional hours per week conducted by the Unit 18 faculty member. (A standard instructional hour may be less than sixty [60] minutes to permit for travel between classes.)

Two or more sections—offerings of a course taught by one NSF Unit 18 faculty member shall have the same IWC as two or more-section offerings of a course taught by multiple NSF Unit 18 faculty.

b. **For purposes of valuing workload, one (1) IWC is equivalent to the time and effort required to teach the course defined above in Section 3.a. Consistent with this Agreement, instructional offerings that do not precisely conform to the definition in 3.a above but that require the time and effort of a course valued at one (1) IWC may also be valued at one (1) IWC.**

3. **Courses Valued At Other Than One IWC**

   a.—It is recognized that some course offerings, **including some that nominally fit the description in Section 3.a above**, may warrant IWC valuation greater than one (1) IWC **because of the additional time and effort required**. Factors that may be considered in determining that a course warrants will typically result in a valuation greater than one (1.0) IWC include the following:

   - **field instruction, field trips, and/or community engagement:**
   - laboratory supervision,
   - extensive supervision of **more than three (3) academic student employees or other instructional personnel**,
   - very large lecture courses **with enrollments of 200 and above**, and
   - grading-intensive classes, **including classes requiring feedback by the Unit 18 faculty member on fifteen (15)/twenty (20) or more pages of student writing per student per quarter/semester**.

   - **classes with intensive student contact or in excess of four instructional hours per week,**
   - studio instruction,
work directly associated with the instructional assignment in addition to personal preparation, scheduled class meeting times, office hours, and grading, that the University requires the Lecturer to perform.

first year core or cluster programs, or any course that requires non-instructional meeting time to accomplish coordination of different offerings of the same class

courses that fulfill the Lower-Division Writing Requirement.

The above list is not exhaustive.

b. Duties that are required or clearly expected by the University in conjunction with teaching a specific course will be included in the IWC allocation for that course. Course offerings that involve duties in addition to the responsibilities defined in Section 3.a above shall be valued at more than one (1) IWC.

c. It is recognized that some course offerings may warrant IWC valuation less than one (1) IWC. Such examples include but are not limited to courses that meet fewer than two (2) or fewer hours per week, independent study classes, partial-term classes. Course offerings that are valued at less than one (1) IWC are expected to require proportionally less time and effort to teach than a course offering valued at one (1) IWC.

8. Appointment percentages that total at least 95% and less than 100% because of the way IWC are assigned will be rounded up to 100%.

4. Determining Relative Workload Values

a. In determining the relative workload value of instructional offerings and course equivalencies, the University and the Union, in consultation with Unit 18 faculty who teach the instructional offerings, shall consider the factors in A.2, A.3, and A.4 above, including but not limited to instructional and evaluation methods employed, the nature of the courses assigned, the preparations required, the number of students expected to enroll, and the
availability of support employees. In addition, the University may consider other factors.

b. Courses shall be valued at IWC consistent with those credits provided to other faculty members, including academic senate faculty, e.g., if an academic senate faculty member receives two course credits for teaching one course or type of course, a Unit 18 faculty shall receive two IWC for the same or equivalent course. A course release regularly provided to other faculty members for teaching a course or type of course shall be counted as IWC for purposes of calculating an Unit 18 faculty’s workload.

c. Additional compensation provided to other faculty members, including senate faculty, for teaching a course or type of course shall also be provided to Unit 18 Unit 18 faculty.

B. OTHER ASSIGNED DUTIES

1. In determining workload, the University shall provide workload equivalencies to an NSF Unit 18 faculty whenever s/he is required or clearly expected by the University to perform duties in addition to their assigned teaching duties, as set forth in A.2., A.3., and A.4. above, and that are neither provided for in the NSF’s Unit 18 faculty member’s appointment percentage, the IWC assigned to the course, or compensated for under another title. These other duties may be required, expected, approved, invited, recommended, encouraged, or incentivized by the University. The University is not obligated to compensate activities that it did not know or could not have known about. Normally, an NSF Unit 18 faculty member employed at less than 100% appointment shall be compensated via equivalencies. Such equivalencies shall be based on the NSF’s Unit 18 faculty member’s annual salary rate. However, should a campus practice be to acknowledge these duties by other forms of compensation, then it may continue to do so instead of providing an equivalency. Below is a representative list of such duties:

a. Serving on department, program, campus, or University committees.
Committee work for department or program, e.g., standing personnel committee, curriculum development committee, exam committee, etc. (It would not include review committees such as an excellence Excellence or Merit Review committee.)

b. Designated Service as an advisor or mentor to Meeting with, advising, and/or mentoring undergraduate students and graduate students outside of an
instructional offering or regularly-scheduled office hours, e.g., serving as thesis or dissertation adviser, counseling students about undergraduate majors and other courses of study, overseeing honors work, or training of Teaching Assistants.

c. Provision of Teaching independent study courses.

d. Developing, administering, proctoring, and/or grading Administration of placement, proficiency, or other examinations, e.g., writing, languages, arts, or music.

e. Coordinating and supervising Coordination and supervision of extracurricular student activities or projects, e.g., student publications, student organization, field trips, performances, exhibits, fundraising, and special events.

f. Developing, coordinating, placing and/or supporting students in Development and coordination of internships.

g. Course coordination Coordinating courses and/or programs for instructional offerings that are delivered via multiple instructors and sections, e.g., administrative scheduling for locations and times of sections, coordination of laboratory facilities, development, compilation and management of common course materials.

h. Course, curriculum, or program development Preparing syllabi, lectures, lesson plans, assignments, exams, and other curricular materials when teaching a course for the first time.

i. Designing and developing, or helping to design and develop, new courses, curricula, or programs.

j. Redesigning or updating, or helping to redesign or update, a course, curriculum, or program that has been offered in the past e.g., on-line instructional materials, course redesign, or website content.

k. Special advising, tutoring and coaching, or community outreach programs sponsored by a program or department, e.g., interactions or meetings between language and music faculty and students outside of office hours.

l. Planning, leading, and/or participating in colloquia and/or workshops.
m. Planning for, facilitation of, and/or attendance at faculty and/or staff meetings.

n. Peer observation and evaluation.

o. Writing letters of recommendation and serving as a reference.

p. Serving on award and prize committees.

q. Teaching service courses, e.g., the 1-unit Fiat Lux courses at UCLA.

r. Participating in orientation and graduation activities.

s. Planning for and/or conducting programmatic assessments.

t. Performing service to the community that is directly related to an Unit 18 faculty's area of expertise.

u. Completing trainings.

v. Reviewing admissions applications.

w. Participating in student and faculty recruitment.

x. Preparation of reports and/or proposals.

y. Supervision of non-academic staff and/or students.

z. Coordination of programs.

aa. Communications, marketing, publicity, development, and/or fund-raising.

bb. Facilitating speakers and/or panels.

cc. Routine administrative tasks.

dd. Attendance at and participation in conferences and conventions.
ee. Developing and making progress on an intellectual project related to professional development in the field.

ff. Continuing to teach students who received an Incomplete grade and therefore require individual support after the term in which they were enrolled in the Unit 18 faculty member’s class.

gg. Serving as a short-term substitute instructor for other faculty.

2. Equivalencies may be awarded in any situation where an NSF is required or clearly expected by the University to perform duties in addition to his or her assigned teaching duties.

3. Equivalencies shall not be calculated such that they deny Unit 18 faculty a full-time (100%) appointment.

4. The University will not prohibit Unit 18 faculty members from engaging in service and professional development duties.

5. Equivalencies that are foreseeable shall be included in appointment letters.

6. The University shall document in writing when there is a change in a Unit 18 faculty member’s IWC.

7. Equivalencies that are calculated implicitly or explicitly on an hourly basis will assume a workweek no longer than 40 (forty) hours.

C. WORKLOAD AVERAGING ACROSS QUARTERS OR SEMESTERS

1. When advantageous to the Unit 18 faculty (e.g., to enable a full-time appointment or benefits eligibility), The University shall may, at its sole, non-grievable discretion, average an NSF’s Unit 18 faculty member’s workload over two or more adjacent quarters or semester. Such averaging shall be calculated at the time of the appointment, shall be included in the appointment letter, and shall not be done retroactively in such a way that disadvantages the Unit 18 faculty. Although the NSF’s Unit 18 faculty’s workload in a term may exceed 100%, the total appointment shall not exceed 100%. Under no circumstances shall an NSF Unit 18 faculty teach more than three instructional offerings courses in a term, unless the total IWC valuation is three (3) or less.

D. ENROLLMENT CAPS
1. **Classes taught in a language other than English** (e.g., for the purposes of language acquisition and/or instruction in history and/or culture) shall have enrollment maximums consistent with the recommendations of the Association of Departments of Foreign Language. Nothing in this Agreement shall prevent these classes from having lower enrollment caps.

2. **Per-course enrollment caps for Unit 18 faculty shall not increase for the duration of this agreement.** If enrollment caps for a course have fluctuated, the enrollment cap shall not exceed its highest level in academic year 2018-2019 or academic year 2019-2020.

### E. NOTICE OF WORKLOAD POLICIES

Each campus shall post the workload policy for each department, program, or unit online on a publicly-accessible website no later than sixty (60) days following the ratification of this Agreement. Workload policies may be posted centrally or by each department, program, or unit.

### D. **F. CHANGES TO EXISTING WORKLOAD**

1. If the University proposes to change: **(a)** the workload value assigned to an existing instructional course or offering, or **(b)** the maximum Instructional Workload Credit (IWC) for a department or campus, the University shall provide at least thirty (30) calendar days written notice to the Union and offer to meet and discuss confer prior to implementing any proposed changes. The University and the Union shall justify calculations with respect to factors listed in Section A.2 above and with reference to instructional offerings in Appendix X.

2. IWCs assigned to an existing instructional offering shall not be lowered absent a material decrease in the time and effort needed to perform the assigned work.

3. Departments, programs, or units will not increase Unit 18 faculty workloads without proportionally increasing Unit 18 faculty IWC and corresponding compensation.

4. If a Unit 18 faculty member believes their workload exceeds the IWC allotted, they may request an adjustment from their department chair. Nothing in this article shall prevent department chairs (or equivalent) from adjusting IWC allocations at the request of an Unit 18 faculty. The department chair shall provide
the Unit 18 faculty with written notice of a decision about adjustment within ten (10) calendar days from the date of the request. If the department chair declines to provide a satisfactory adjustment, a timely grievance may be filed within thirty (30) days of receiving the notice of the chair’s decision. Increases of IWC that result from this process will be implemented retroactively to the first day of the term in which the Unit 18 faculty member requested the adjustment.

5. When there is a change to workload standards set and required by entities outside the University, the University and the Union shall meet and confer over the implementation of the new workload standards.

E. G. ESTABLISHING IWCS FOR NEW COURSES OR INSTRUCTIONAL OFFERINGS

For new courses that have been approved by the campus Committee on Courses and Instructional Offerings for which there is no IWC or equivalency, the University and the Union will establish an IWC or equivalency according to Appendix X and the factors set forth in Section A above. The University and the Union shall offer to meet and confer to discuss prior to implementing the IWC or equivalency for a new course or instructional offering. NSF Unit 18 faculty may consult by providing written or oral comments and suggestions regarding workload values to their departments and/or Union representatives.

F. MEET AND DISCUSS SHALL NOT DELAY IMPLEMENTATION

The University’s obligation to meet and discuss under Sections B. and C. shall not delay the assignment of an NSF to the course or offering or the commencement of actual instruction.

G. UNASSIGNED DUTIES

Any duties not assigned to, or clearly expected by the University of, the NSF shall not be considered as part of the instructional workload.

H. WORKLOAD FOR NON-LECTURER TITLES

1. The workload of the unit member in non-lecturer titles as defined in Article 5 — Description of Unit Titles, shall continue to be determined in accordance with current campus procedures that are in effect as of the ratification date of this Agreement. Should the University propose changes to these campus procedures, the University will meet and discuss confer over the changes.
2. **For Supervisors of Teacher Education, the student teaching practicum (i.e., classroom instruction that does not take place in the field, is required by accreditation bodies, covers methods, and includes readings and graded assignments, i.e., the equivalent of UC San Diego’s EDS 369A-C and EDS 379A-C) will be included as part of their lecturer workload and reflected in their Unit 18 lecturer appointment.**

**I. SUMMER SESSION**

The instructional workload for Summer Session is established under Article 23 — Summer Session.

**J. OFFICE HOURS**

NSF **Unit 18 faculty** shall maintain office hours in accordance with the **written** policies of the department, program or unit.

**K. IMPLEMENTATION**

The parties shall convene working groups on each campus with equal numbers of representatives from the University and the Union within fifteen (15) calendar days of the ratification of this Agreement in order to discuss implementation of this Article. If the parties cannot resolve a disagreement about how this Article should be implemented, the Union may file a grievance within thirty (30) calendar days of the parties agreeing that they cannot resolve the disagreement. **Upon ratification of this Agreement, the parties will compile Appendix X with examples of current IWCs for a variety of courses.**

**K. L. ENFORCEMENT**

1. **This article shall be subject to Article 32--Grievance Procedure and Article 33--Arbitration, including but not limited to the following matters:** 1. The following matters shall be subject to Article 32—Grievance through Step 2 but not Article 33—Arbitration:

   a. Allegations by the Union and/or an NSF that the workload value that has been assigned to a course or workload equivalency is inadequate in light of the actual work required.

Until the grievance is resolved, the NSF shall continue to perform the duties as assigned.
2. The following matters shall be subject to Article 32—Grievance and Article 33—Arbitration:

b. Alleged violations in regards to the procedural applications of this article if any;

c. Claims by an NSF Unit 18 faculty with a 100% appointment that the total IWC established by the department or campus for those courses that comprise their assigned workload exceeds the department or campus maximum IWC. In any arbitration involving such a claim, the arbitrator’s authority shall include but not be limited to determining whether the NSF’s Unit 18 faculty’s assigned workload exceeds the department and/or campus maximum and reviewing The arbitrator shall have no authority to review whether the University allocated the proper IWC to a specific course or instructional offering;

d. Claims by an NSF Unit 18 faculty that they are he/she is entitled to a workload equivalency pursuant to Section C.B., above;

e. Allegations that the University increased the amount of work associated with an instructional offering or other assigned duty and the University failed to increase IWC accordingly.

f. Failure to use IWCs per A.1.j.

2. A grievance shall be considered timely if it is filed within thirty (30) calendar days following a denial of IWC adjustment in the process described in D.3 above.

3. An arbitrator’s remedies may include revision of the IWC assigned to a course and/or the value of an equivalency on the basis of a quantitative assessment of the sufficiency of the IWC/equivalency according to the workload criteria as established in this Article.

3. The following matter shall be subject to Article 32—Grievance and Article 33—Arbitration, both of which can only be filed by the Union, with limitations as outlined below:

a. Allegations that the University materially increased the amount of work associated with an instructional offering or other assigned duty and the University failed to direct a modification that addresses such increase in workload. Until the grievance is resolved, the NSF shall continue to perform the duties as assigned.

b. The specific charge of the arbitrator shall be to make a quantitative assessment of the sufficiency of the modification mandated by the University.
1. The arbitrator shall not substitute their judgment for the academic judgment of the University.

2. The arbitrator shall not have the authority to designate the appropriate IWC for an instructional offering or other assigned duty.
ARTICLE 32
GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

1. Definition of a Grievance

a. A grievance is a formal written claim filed by or on behalf of an individual Unit 18 faculty member, by or on behalf of a group of Unit 18 faculty, or by and on behalf of UC-AFT, submitted at Step 1 of this grievance procedure alleging certain article(s) of this MOU Agreement has (have) been violated by the University during the term of this MOU Agreement. All provisions of this Agreement are fully grievable unless expressly stated otherwise.

b. Group grievances are defined as, and limited to, those grievances which cover more than one Unit 18 faculty member, and which derive from the same source; are related to the same incident, issue, or course of conduct; allege violations of the same provisions of this Agreement; and/or involve similar circumstances and facts for the grievance involved. Any provision of this Agreement that can be grieved by an individual Unit 18 faculty member may also be grieved by a group of Unit 18 faculty.

c. Union grievances are grievances filed by UC-AFT on behalf of an individual Unit 18 faculty member, on behalf of a group of Unit 18 faculty, or on behalf of itself. A grievance filed by the Union does not need to identify individuals by name in order to be accepted and processed by the University.

d. Consolidated grievances are grievances of two or more Unit 18 faculty, or multiple grievances by or related to the same Unit 18 faculty members, and which derive from the same source; are related to the same incident, issue, or course of conduct; allege violations of the same provisions of this Agreement; and/or involve similar circumstances and facts for the grievance involved, which have been consolidated for purposes of this article, by mutual agreement of the University and the UC-AFT.
2. **Standing**
   Except as otherwise provided in this MOU–Agreement, a grievance may be filed by an NSF Unit 18 faculty member, group of Unit 18 faculty, or the Union. The University may not bring a grievance through this procedure.

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. If the University fails to hold the Step 1 or Step 2 meetings according to the timelines in this Article, the Union may continue to amend the grievance up to and including in the Step 3 appeal. In any arbitration proceedings of such a grievance, the Union may request, and the arbitrator may grant, monetary damages, including but not limited to compensation to the grievant for the delay in processing the grievance and/or the grievant's or Union's attorney's fees incurred as a result of the delay.

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 MOU 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 multiple grievances by or related to the same NSF Unit 18 faculty member, which concern the same issue(s) incident, issue or course of conduct, may be consolidated for the purposes of this procedure, 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 of their choice, 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 choice, 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 member or, if applicable, a union representative.

10. Release Time
As professional exempt employees, NSF shall be allowed reasonable flexibility with their time in order to investigate and pursue grievance handling. Unit 18 faculty serving as officially designated UC-AFT stewards shall receive release time as provided for in Article 26 on this Agreement. Reasonable efforts will be made by the University not to call meetings during scheduled class student contact 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 MOU 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 the appropriate UC location(s) or for the Office of the President as listed with the University office and/or officer designated in Appendix A.

2. Manner of Filing Grievances and Appeals
The grievant or the Union may file a written grievance and submit appeals to the designated email addresses for the appropriate UC location(s) or for the Office of the President at each step of the grievance process. using any one of the following methods:

   a. 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.
All subsequent University responses shall be sent via email to the email addresses designated by the grievant/representative on the grievance initiation form.

b. 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.

e. 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 a grievance, the NSF may discuss the grievance issue with her or his 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 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 MOU Agreement.

2. Within five (5) calendar days of the informal discussion, the individual with whom the grievant discussed the issue grievance-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 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
D. STEP 1 – FORMAL GRIEVANCE PROCEDURE

1. Consistent with the provisions of this MOU 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:

      i. Unless otherwise specified elsewhere in this MOU Agreement, grievances must be filed within thirty (30) calendar days from the date on which the NSF or the Union knew or could have been expected to know of the event, or action, or harm which gave rise to the grievance, or, in the case of separation, within thirty (30) calendar days after the date of the NSF’s separation from University employment, whichever occurs first.

      ii. **Grievances concerning new or revised policies or practices that are announced before they are implemented will be considered timely if they are filed within thirty (30) calendar days of the University’s announcement of the new or revised policy or practice. If no such grievance is filed prior to the effective date of the new or revised policy, a timely grievance may still be filed within thirty (30) calendar days from the date on which the Unit 18 faculty member or the Union knew of harm which resulted from the implementation of the policy.**

A. A valid grievance must contain the following information:

   1) the specific article or section of the MOU 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 MOU Agreement;

3) the adverse effects of the alleged violation on the Unit 18 faculty member(s) and/or the Union how the NSF was adversely affected; and

4) the remedy requested.

b. 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.

c. 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) calendar days of receiving the written grievance, the University shall schedule conduct a review between the grievant and her/his representative if any, and the designated campus representative. The designated campus representative shall have the authority to modify the University’s previous practices and/or policy that gave rise to the grievance, to the extent that the grievance can be resolved.

A. The University shall provide a written response at the review or within ten (10) calendar days of the review. Resolution at this step, although final, shall not be precedential or inconsistent with this MOU Agreement.

B. If the grievance is not resolved, the grievant may seek further review in the manner described below in Section 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 or overturn the decision of the University representative at the previous step and resolve the grievance shall participate in the meetings and be the principal author of the 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:
i. If no Step 2 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 date of receipt of the request for a Step 2 review.

ii. 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.

iii. 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:

   i. 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.

   ii. 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.

   iii. The University shall not implement the proposed
resolution of the grievance until timely receipt and review of the Union's written comments, if any.

iv. 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.

v. 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. APPEALS TO ARBITRATION

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, the grievance shall be considered resolved on the basis of the University’s final response.
ARTICLE 35
NO STRIKES/NO LOCKOUT

A. The University, on behalf of its officers and agents, agrees that during the life of this MOU or any written extension thereof there will be no lockouts of NSFs. A lockout shall be defined for members of this unit as an action taken by the University to obtain for the University more desirable terms and conditions in the Agreement being negotiated, the result of which is the cessation of furnishing work and pay to NSFs or withholding work and pay from them.

B. The UC-AFT, on behalf of its officers, agents, and members agrees that there shall be no strikes, stoppages or interruptions of work, sympathy strikes or other concerted activities by members of this unit which interfere directly or indirectly with University operations during the life of this MOU or any written extension thereof. The UC-AFT, on behalf of its officers, agents, and members, agrees that it shall not in any way directly or indirectly authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities by members of this unit in violation of this Article.

C. Under this section, individual Unit 18 faculty retain rights of free expression including their right to engage in activities in sympathy with other UC unions or bargaining units who are striking at the work location of the Unit 18 faculty. When Unit 18 faculty exercise these rights and do not meet the expectation that they comply with the terms of their appointment, at the discretion of the University they may not be paid for work they do not perform.

D. SHOULD A VIOLATION OF THIS ARTICLE OCCUR:

1. The University shall immediately take whatever affirmative action is necessary to prevent and bring about an end to the lockout activity in violation of this Article. Such affirmative action shall include written notice to the UC-AFT and to each affected NSF at her/his mailing address that the prohibited activity will cease.

2. The UC-AFT shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such affirmative action shall include written notice to the mailing address of each NSF engaged in the prohibited activity informing her/him that the concerted activity is in violation of this Article, that engaging in such activity may lead to disciplinary action, and that NSFs engaged in prohibited activity must cease such activity and immediately return to work.
**E.** The UC-AFT will refuse to honor any and all picket lines established by NSFs engaged in activity violative of Section B. of this Article.

**F.** If the UC-AFT performs in good faith and in a timely way all of the obligations of Section C. above, the UC-AFT shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the UC-AFT or with their assistance or consent.

**G.** When an NSF is absent from work without permission or abstains wholly or in part from the full performance of her or his duties without permission on the date or dates when a strike occurs, there shall be a rebuttable presumption that the NSF has engaged in such strike activity on such date or dates; and the NSF shall not be on pay or benefit status. Any NSF who violates this Article shall be subject to discipline as outlined in Article 30 — Discipline and Dismissal. The UC-AFT shall have the right to grieve any action constituting discipline and dismissal as defined in Article 30.

**H.** Nothing herein constitutes a waiver of the University's or the UC-AFT's right to seek appropriate legal relief in the event of the violation of this Article.
ARTICLE 40
DURATION

A. DURATION

The terms and conditions of this Agreement shall remain in full force and effect commencing at 12:00 midnight on February 29, 2016 and shall terminate at 11:59 p.m. on January 31, 2024 October 31, 2024.

B. CONDITIONAL REOPENER NEGOTIATIONS

The parties will engage in re-opener bargaining if the circumstances outlined in Article 11 — Benefits, Section A. 2.b. or Article 21 — Salary, Section.A.7 are satisfied. Obligations to meet and confer shall be made in accordance with the following:

1. The UC-AFT shall, no later than thirty (30) calendar days of receiving written notice of the circumstances triggering the conditional re-openers above, serve upon the Office of the President, Director of Labor Relations, written notice of its intent to negotiate those triggered sections of the Agreement.

2. Upon receipt of the UC-AFT’s written notice of intent to negotiate those identified triggered sections of the Agreement, the parties shall meet within thirty (30) days of the notice to negotiate.

3. In the event an agreement on the subject reopener(s), if any, is not achieved, the parties will conform with HEERA mandated impasse procedures, including state mandated mediation, fact finding, unilateral implementation of a contract, and the right to strike.
C. NEGOTIATIONS OF A SUCCESSOR AGREEMENT

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 February 1, 2019, January 15, 2024, the University and the Union shall meet for one day, or as mutually agreed, to discuss each Article of the contract and present issues of interest for successor bargaining. During this meeting, the parties shall alternate being the first party to present its issues of interest on each article.

2. Each party shall provide the other with written notice of its selected article(s) and a list of initial bargaining team members by no later than April 1, 2019 March 15, 2024. Included in such notice shall be each party’s written objectives regarding those terms and conditions of employment subject to negotiations.

3. By April 15, 2019 April 1, 2024, the parties shall set a mutually agreeable start date for the negotiations.

D. In the event that neither party gives timely notice as set forth in this section, this Agreement shall remain in effect on a year-to-year basis, from February 1st to January 31st November 1st to October 31st.

In the event that the Agreement continues in this manner, the parties shall provide written notice of selected articles and a list of bargaining team members for a successor Agreement no later than January 1 October 1st of the applicable year. Thereafter, the parties shall follow the requirements for negotiations of a successor agreement as set forth in C., above.
ARTICLE X [NEW ARTICLE] 
ACADEMIC REVIEW CRITERIA

A. GENERAL PROVISIONS

1. The review criteria described in this article shall apply to Unit 18 faculty during the Initial Continuing Appointment Review, to Continuing Lecturers and Senior Continuing Lecturers during a merit review, and to Continuing Lecturers during a review for promotion to Senior Continuing Lecturer.

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 initial date by which the Unit 18 Faculty member’s review materials must be submitted. Should the University provide less than forty-five (45) calendar days’ notice, the University shall not unreasonably deny an extension to Unit 18 faculty to submit their materials for the review file. Unit 18 faculty may continue to add materials to their review file after the deadline for initial submission.

2. The notification shall include:

a. A list of materials the Unit 18 faculty member is responsible for providing and how they should be submitted;

b. The date by which the Unit 18 faculty member must submit all required materials;

c. Links to the applicable collective bargaining agreement article(s);

d. The date by which the attainment of continuing status, the merit increase, or promotion shall be effective;

e. The right of the Unit 18 faculty member to inspect and respond to their academic review files.
3. Unit 18 faculty may request extension of the review deadlines due to a leave of absence taken under Article 12--Leaves. Such requests shall not be unreasonably denied.

4. The University shall notify the Unit 18 faculty of the outcome of the initial continuing appointment, promotion, or merit review according to the procedures set out in Articles 7B, 7D, and 22.

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. Evaluations of the performance of the appointee Unit 18 Faculty for purposes of Initial Continuing Appointment Reviews, promotion to Senior Continuing Lecturer, and merit increases shall be made on the basis of a review file. For Initial Continuing Appointment Reviews, the review file shall contain materials pertinent to all pre-continuing appointments. For promotion to Senior Continuing Lecturer, the review file shall contain materials pertinent to the time period since the Initial Continuing Appointment Review. For Merit Reviews, the review file shall contain materials pertinent only to the time period since the last Merit review.

2. All relevant materials in the review file shall be given due consideration. The following items are permitted in the review file:

   a. A current Curriculum Vitae;
   b. Examples of course materials, including but not limited to syllabi, assignments, lecture slides, lesson plans, exams, and prompts for and responses to student work;
c. A self-reflection/self-statement/self-evaluation of the Unit 18 faculty member'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 member;

e. Explanations of deviations from the standard assigned workload, if any;

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. Qualitative responses from student evaluations of teaching (SET), provided that if an SET includes non-evaluative information that is factually incorrect or discriminatory, the Unit 18 faculty member may request for it to be removed from the review file.

j. Letters of reference and assessment by departmental Unit 18 faculty, departmental Academic Senate faculty, other academic appointees, students; and/or others external to the University of California;

k. Written observations resulting from classroom visitations by colleagues, supervisors, and/or peer evaluators.

l. A statement of contributions to the University that promote equal opportunity and diversity.

3. A written response by the Unit 18 faculty member, to any materials in the Review File, if submitted, shall be included in the Review File.

4. At the discretion of the Unit 18 faculty member, other relevant materials
may be included in the file and shall be given full consideration.

5. All documents in the review file shall be available to the Unit 18 faculty for inspection upon their inclusion in the file.

D. REVIEW CRITERIA

1. Evaluations of the academic qualifications and performance of Unit 18 faculty for purposes of achieving continuing status, merit, and promotion shall be made on the basis of their assigned instructional duties and, at the discretion of the Unit 18 faculty member, additional activities. Achieving continuing status or a merit will be based on demonstrated excellence for Continuing Appointees and merit and promotions will be based on exceptional performance for Senior Continuing Lecturers. Academic responsibility and other assigned duties shall also be utilized in the review demonstrated excellence in the field and in teaching, academic responsibility, and other assigned duties which may include University co-curricular and community service.

2. Senior Continuing Lecturers: Instructional contributions that are broad ranging, enhance the academic mission of the University, and/or enhance the quality of instruction, student experience, and/or student opportunities within their department or program, may be considered exceptional.

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 Unit 18 faculty member should be judged with proper reference to assigned teaching overall responsibilities.

4. Unit 18 faculties’ performance shall be evaluated with respect to their career stage, experience, and length of service to the University.

5. The materials in the review file shall be the sole basis for evaluation.

6. Instructional performance shall be evaluated according to the following criteria, as demonstrated by the materials in the review file: instructional performance is measured by evaluation of evidence demonstrating such qualities as:
a. Dedication to and engagement with teaching; and/or

b. Command of the subject matter and continuous growth in the subject field continued growth in mastering new topics; and/or

c. Organizing and presenting course content effectively; and/or

d. Setting pedagogical objectives appropriate to the course topic, level, and format, and/or

e. Responding to student work in ways commensurate with student performance, course topic, level, and format, and/or

f. Awakening in students an awareness of the importance of the subject matter, and/or

g. Inspiring interest in beginning students and stimulating advanced students to do complex work, and/or

h. Developing pedagogically effective assignments, lecture slides, lesson plans, exams, and/or other course materials and/or prompts for student work, and/or

i. Applying appropriate effort in teaching and preparing to teach, and/or

j. Creating an academic environment that is open and encouraging to all students, and/or other contributions to the University that promote equal opportunity and diversity;

E. GRIEVABILITY AND ARBITRABILITY

1. Performance review decisions are the result of academic judgment (defined as an evaluation by a faculty member of the materials contained in a review file) and are not subject to the grievance and arbitration provisions of this Agreement. Only allegations of procedural violations of this Article shall be subject to the full grievance and arbitration provisions of this Agreement. An Arbitrator reviewing procedural violations shall have the authority to order the
University to redo the procedure.

2. **An Arbitrator shall not have the authority to substitute their her/his judgment for the University's judgment with respect to instructional need, academic qualifications, or determinations of merit and thereby compel the University to promote or provide a merit increase. Nevertheless, the Arbitrator shall have the authority to resolve factual disputes related to Section C.2.**

3. **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 flawed or not followed, or that the decision was based on factors other than those reflected 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.**

4. **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 initial continuing appointment, promotion, or merit review process.**
APPENDIX B

PANEL OF UC-AFT (IX) ARBITRATORS

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<tr>
<th>NORTH</th>
<th>SOUTH</th>
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Robert Bergeson
Kathy Fragnoli
Angela Reddock Wright
Anne Andrews Ellis
Najeeb Nabil Khoury
Andrea Dooley