

**ARTICLE 1
RECOGNITION**

- A.** The University recognizes the University Council - American Federation of Teachers as the exclusive representative for matters within the scope of representation for all employees within the PERB-certified Non-Senate Instructional Unit (SF-HR-18 and SF-UM-371-H), as amended, at the University of California, excluding employees designated as managerial, supervisory, or confidential.
- B.** The unit includes all titles listed in this Section. The term “NSF” used throughout this contract applies to instructional faculty and non-faculty employees in the bargaining unit in any of the following titles and title codes:

<u>Title Code</u>	<u>Title Name</u>
1550	Lecturer in Summer Session
1600	Senior Lecturer - Potential Security of Employment - Academic Year – Part Time
1602	Senior Lecturer - Potential Security of Employment - Academic Year 1/9 payment – Part Time
1605	Lecturer - Potential Security of Employment - Academic Year – Part Time
1606	Lecturer - Potential Security of Employment - Academic Year 1/9 payment – Part Time
1610	Senior Lecturer - Potential Security of Employment - Fiscal Year – Part Time
1615	Lecturer - Potential Security of Employment - Fiscal Year – Part Time
1630	Lecturer - Academic Year
1631	Lecturer - Academic Year – Continuing Appointment
1632	Lecturer - Academic Year 1/9 payment
1633	Lecturer - Academic Year 1/9 – Continuing Appointment
1634	Lecturer - Fiscal Year
1635	Lecturer - Fiscal Year – Continuing Appointment
1640	Senior Lecturer - Academic Year
1641	Senior Lecturer - Academic Year – Continuing Appointment
1642	Senior Lecturer - Academic Year 1/9 payment
1643	Senior Lecturer - Academic Year - 1/9th Continuing Appointment
1644	Senior Lecturer - Fiscal Year
1645	Senior Lecturer - Fiscal Year – Continuing Appointment
1652	Lecturer Continuing Appointment – Temporary Augmentation
1653	Lecturer Continuing Appointment – Temporary Augmentation – Academic Year 1/9 payment

2210	Demonstration Teacher
2211	Demonstration Teacher – Continuing Appointment
2220	Supervisor of Teacher Education – Academic Year
2221	Supervisor of Teacher Education – Academic Year – Continuing Appointment
2222	Supervisor of Teacher Education – Fiscal Year
2223	Supervisor of Teacher Education – Fiscal Year – Continuing Appointment
2240	Coordinator of Field Work - Academic Year
2241	Coordinator of Field Work - Academic Year – Continuing Appointment
2245	Coordinator of Field Work - Fiscal Year
2246	Coordinator of Field Work - Fiscal Year – Continuing Appointment
2250	Field Work Supervisor - Academic Year
2251	Field Work Supervisor - Academic Year – Continuing Appointment
2255	Field Work Supervisor - Fiscal Year
2256	Field Work Supervisor - Fiscal Year – Continuing Appointment
2260	Field Work Consultant - Academic Year
2261	Field Work Consultant - Academic Year – Continuing Appointment
2265	Field Work Consultant - Fiscal Year
2266	Field Work Consultant - Fiscal Year – Continuing Appointment
2284	Child Development Demonstration Lecturer – Continuing Appointment
2285	Child Development Demonstration Lecturer
2427	Substitute Teacher
2428	Substitute Teacher – Continuing Appointment
2460	Teacher - Special Programs
2461	Teacher - Special Programs – Continuing Appointment
2650	Teacher - Lawrence Hall of Science
2651	Teacher - Lawrence Hall of Science – Continuing Appointment

- C.** The recognized unit may be modified by agreement of the parties to this MOU, pursuant to the rules and regulations of the Public Employment Relations Board. Any approved modification automatically becomes part of this MOU.
- D.** When the University establishes a new non-student, non-Senate instructional title/title code, it shall provide written notice to the UC-AFT of the bargaining unit designation. Within thirty (30) days following the UC-AFT's request, the University and the UC-AFT shall meet to discuss the unit status of the new title/title code. Any disputes regarding the proper bargaining unit status of such titles/title codes may be resolved through the existing PERB procedures.
- E.** If the University proposes to move a title/title code out of the bargaining unit, it shall give at least ninety (90) calendar days' notice of such action to the University Council - American Federation of Teachers, and upon request, shall meet and discuss concerning the bargaining unit status within thirty (30) calendar

days of receiving such a request. If the parties are unable to reach agreement regarding the University's proposal to remove the title/title code, either party may submit the dispute to PERB for resolution.

Until the bargaining unit assignment is either agreed to by the parties or finally resolved through the PERB unit modification procedures, the affected title(s) shall remain covered by all provisions of this MOU.

- F.** If the University proposes to move an individual out of the unit during that individual's term of appointment, the University shall provide thirty (30) calendar days' notice to the AFT and upon request will meet and discuss regarding the individual's unit status. If the parties cannot agree on the individual's unit status, either party may pursue the designated PERB procedures for determining unit status. Until the dispute is resolved, the individual shall remain within the unit. The provisions of this section shall not apply in cases where the individual elects to accept a position outside the unit.
- G.** If the Academic Senate approves membership in the Senate to any appointees in the above titles, those appointees shall cease to be members of the Non-Senate Instructional bargaining unit.
- H.** If an abolished unit title/title code is re-established, the University agrees that the title will be included in the unit.