

TENTATIVE AGREEMENT

UC/AFT IX Negotiations
Article 7c – Continuing Appointments
UC Proposal #2
April 16, 2021
Page 1 of 6

For UC-AFT



Mia L. McIver

11/18/2021

For The University



Nadine B. Fishel

11-17-2021

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

ARTICLE 7c CONTINUING APPOINTMENTS

A. GENERAL PROVISIONS

1. This Article applies to ~~NSF~~ **Unit 18 faculty** 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, who is assigned to teach specific courses, and evaluation of ~~NSF~~ **Unit 18 faculty** performance. Such decisions are not subject to the grievance or arbitration provisions of this ~~MOU~~ **Agreement** except to the extent the grievance alleges a violation of a provision of this Article that is otherwise grievable and arbitrable.
3. Whenever possible, the University will consult with **a Unit 18 faculty member** before **determining** ~~making~~ course **logistics** ~~assignments~~ or ~~re~~assignments.
4. The University may reduce the initial appointment of a Continuing Appointee 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 ~~R~~review is conducted or in the review year itself solely in order to avoid continuing appointment levels that reflect actual need.
6. A Continuing Appointment does not create entitlement to tenure or security of employment nor does it guarantee specific teaching assignments.

B. ESTABLISHING THE CONTINUING APPOINTMENT PERCENTAGE

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

1. Continuing Appointment Base: The University will make all appointments at a specific appointment base percentage, in accordance with this section.
 - a. ~~Normally, the NSF~~ Unit 18 faculty member's initial continuing appointment percentage shall be at least equal to the Unit 18 faculty member's minimum appointment percentage during the previous ~~academic year~~ Two-Year Reappointment. 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~~ a Unit 18 faculty member in the previous academic year will not be offered or taught by the Unit 18 faculty member because:
 - 1) Instructional Need does not exist pursuant to Article 7b., Section B.2., or
 - 2) The courses will be taught by ~~an NSF~~ a Unit 18 faculty member with more service and there are no other courses taught by less senior 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 Unit 18 faculty member received the written confirmation of ~~her/his~~ their initial appointment percentage pursuant to Section C.2., below, the University will provide the ~~NSF~~ Unit 18 faculty member thirty (30) days notice or pay in lieu of notice. The University shall also inform the ~~NSF~~ Unit 18 faculty member 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 ~~NSF~~ Unit 18 faculty member with written confirmation of ~~her/his~~ the Unit 18 faculty member's base appointment 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 ~~NSF~~**Unit 18 faculty member** 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 one 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 year or less shall not be added to the ~~NSF~~**Unit 18 faculty member's** continuing appointment base. **When the University assigns a Unit 18 faculty member a temporary augmentation for the same course in three or more consecutive academic years, the Unit 18 faculty member shall have a permanent augmentation to the appointment base.** Temporary augmentations meet temporary academic instructional needs. These temporary academic instructional needs may result from:
 - a. faculty leaves;
 - b. circumstances which require emergency course coverage;
 - c. the need to deliver instruction until newly hired ladder rank faculty are scheduled to begin teaching;
 - d. temporary and/or unanticipated fluctuations in enrollment; or
 - e. programmatic change designed to meet the academic mission of the University.
4. Any augmentations outside the department, program or unit in which the ~~NSF~~**Unit 18 faculty member** received a continuing appointment will be treated as a separate appointment.

5. If ~~an NSF~~ **Unit 18 faculty member** is laid off or otherwise separated from the department, program, or unit in which ~~the~~ **the Unit 18 faculty member** ~~she~~ has a continuing appointment, another department may employ **the Unit 18 faculty member** ~~her/him~~ **in accordance with local appointment procedures.**
6. The parties recognize that there will be instances in which additional courses become available to which the University has decided it will assign ~~NSF~~ **Unit 18 faculty.** In such instances, the University will give consideration to a qualified Continuing Appointee who is less than one hundred percent (100%). The determination of who is assigned is at the sole discretion of the University.
7. The parties recognize that there will be instances when the University will need to add sections of courses that are currently being taught by Continuing Appointees. If the University adds such a section, it will give consideration to assigning the section to a Continuing Appointee under the following conditions:
 - a. the Continuing Appointee is qualified to teach and has previously taught the course in the department, program or unit;
 - b. the augmentation to the Continuing Appointee's appointment will not cause the appointee's workload to exceed 100%.

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

C. LETTER OF CONTINUING APPOINTMENT

1. Letters of Continuing Appointment shall be consistent with this **Agreement** ~~MOU.~~
2. When ~~an NSF~~ **Unit 18 faculty member** is offered a continuing appointment, ~~she~~ **the Unit 18 faculty member** 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 and a link to the payroll calendar;**
- e. the name of the employing department, program or unit;
- f. the date upon which the appointment commences;
- g. the **course(s) and/or other assigned duties,** ~~nature of the appointment and the~~ general responsibilities;
- h. the name of the department chair, program, **or unit** head or other person to whom the ~~NSF~~ **Unit 18 faculty member** reports;
- j. **the phrase: “In accordance with University policy, your eligibility to participate in University of California benefits programs is dependent on the percentage and/or duration of your appointment. If you have a concurrent appointment in another department, the total percentage and/or duration of your appointment determines your eligibility. Please refer to the UC Benefits website <http://ucnet.universityofcalifornia.edu>.”**
- k. ~~the fact that NSF are represented by a union, the UC-AFT~~ **the phrase: “You are represented by a union, the UC-AFT. You may learn more about UC-AFT, including how to join as a member, at ucaft.org. The terms and conditions of your appointment are contained in your collective bargaining agreement, which you may access at <https://ucaft.org/content/unit-18-mou>.”**
- l. ~~the fact that the terms and conditions of the appointment are contained in the Agreement; and~~
- m. ~~the website addresses of for both the University and the Union, including a link to the Agreement MOU.~~

D. MERIT REVIEW ELIGIBILITY

1. ~~An NSF~~ **Unit 18 faculty member** shall be considered for a merit increase at least once every three years following the commencement of the NSF's initial Continuing Appointment.
2. **The criteria for evaluation of Unit 18 faculty performance are included in Article 22 – Merit Review and Article X – Academic Review Criteria.**

E. GRIEVABILITY AND ARBITRABILITY

1. Allegations of procedural or factual violations of this Article shall be subject to the full grievance and arbitration provisions of this Article.
2. An arbitrator reviewing procedural violations shall have the authority to order the University to redo the procedure.
3. An arbitrator shall not have the authority to substitute ~~her/his~~ **the arbitrator's** judgment for the University's with respect to instructional need, academic qualifications, or determinations of excellence or non-excellence and thereby compel the University to make or continue an appointment or assign ~~an NS~~ **a Unit 18 faculty member** to a particular course/assignment.