

UC-AFT Unit 18 Successor Bargaining
Article 5--Unit Titles
UC-AFT Proposal #3
June 19th, 2020

Tentative Agreement

For the Union



Mia L. McIver
7/21/2020

FOR THE UNIVERSITY



Nadine B. Fishel
7-29-2020

UC-AFT PACKAGE PROPOSAL 6-19-2020

[All cross-references to other sections of the Agreement are provisional and will be finalized upon reaching a Tentative Agreement.]

ARTICLE 5 DESCRIPTION OF UNIT TITLES

A. GENERAL

This article provides a general description of the duties that correspond to the titles identified in Article 1 — Recognition. The definitions are for purposes of illustration and not limitation, and are not full descriptions of all duties and responsibilities assigned to members of the bargaining unit during the course of their employment. No appointees to these titles are members of the Academic Senate. Further, registered University of California students may not be appointed to these titles.

B. DEFINITIONS

1. The title Lecturer, whether used as an only title or as an additional title, shall be assigned to a professionally qualified appointee not under consideration for appointment in the Professorial series (in contrast to the usual expectation of Acting Appointees) whose services are contracted for certain teaching duties.
2. Coordinators of Field Work (2240, 2241, 2245, 2246) are academic appointees who are charged with the primary responsibility for the maintenance of the education standards and effective functioning of the field work course/practicum. Other academic duties may include serving on academic and administrative committees.
3. Field Work Consultants (2260, 2261, 2265, 2266) are academic appointees whose principal duties normally consist of consulting with social welfare agencies about arrangements for the field work course, advising and counseling graduate professional students about their programs, consulting with field work supervisors

about the students' field work experience, and determining the field work grade. Other academic duties may include serving on academic and administrative committees.

4. Field Work Supervisors (2250, 2251, 2255, 2256) are academic appointees who normally are based in a social welfare agency where the appointee teaches the essentials of professional social work practice. Field work supervisors are responsible to the social welfare agency for the caseload assigned to the student unit and for such other duties and responsibilities as may be mutually agreed upon by the agency and the school. Other Field Work Supervisors are responsible for the supervision of the clinical practicum of students. Other academic duties may include serving on academic and administrative committees.

5. Demonstration Teachers (2210, 2211) are teachers who are employed in University Elementary Schools, in cooperating schools, or in other University-sponsored educational programs to demonstrate teaching procedures and practices to University student observers. Demonstration teachers also may assist these students in other assignments they may have.

6. Child Development Demonstration Lecturers (2284, 2285) are responsible for planning the teaching and activity programs of the nursery school. Child Development Demonstration Lecturers may supervise the work of several nursery school assistants, cooperate with individual faculty members and research staff in integrating the programs of the nursery school, administer standardized tests as part of the maintenance of research records, and confer with parents.

7. Substitute Teachers (2427, 2428) are teachers employed on a short-term basis to provide instruction in the absence of regularly assigned teachers, on a by-agreement basis, in the University Elementary School on the Los Angeles campus.

8. Teacher-Special Programs (2460, 2461) are teachers who normally teach non-regular classes to University and non-University students usually on a

part-time by-agreement basis.

9. Teacher - Lawrence Hall of Science (2650, 2651) teach community based classes through the Lawrence Hall of Science to non-University students on a by-agreement basis.

10. Supervisors of Teacher Education (2220, 2221, 2222, 2223) are responsible for teacher education and teaching method programs. Supervisors of Teacher Education supervise the work of University students doing student teaching in elementary and secondary school classrooms. Supervisors of Teacher Education may also conduct teaching seminars, methods courses and other regular University courses. They shall be required to comply with state law(s) regarding active classroom participation.

11. K-12 Instructors (2440, 2441) shall design conduct, support and manage comprehensive education programs for K-12 students.

C. The term “NSF or instructional faculty” shall be used throughout this MOU to refer to all instructional faculty and non-faculty employees within the unit. The use of the term “NSF or instructional faculty” shall not be understood to alter in any way the definition of the term “faculty” as used outside of the MOU, including in APM 110 and in reference to the Academic Senate.

D. In reviewing claims that an individual has been misclassified within the unit, or that a member of the unit has been assigned duties inappropriate for the position, an arbitrator shall interpret the above descriptions in the light of generally accepted normal duties associated with the position.

E. Claims that the University has appointed an instructional academic appointee to an Adjunct Professor or Visiting Appointment title in violation of an express provision of the contract or the August 21, 2003 Switkes letter, but do not involve allegations that the University has changed agreed-upon terms and conditions of employment that have a generalized effect or continuing impact on the bargaining unit, shall be subject to the grievance procedure (Article 32) and the arbitration procedure (Article 33). As the moving party, the UC-AFT shall retain the burden of proof in each case. This provision

does not apply where the Public Employment Relations Board (PERB) has issued a complaint that includes Article 5.E allegations.

F. The UC-AFT shall pursue allegations that the University has changed agreed- upon terms and conditions of employment for Adjunct Professors or Visiting Appointment titles that have a generalized effect or continuing impact on the bargaining unit solely through PERB (unfair practice charge (UPC) or unit modification). If PERB declines to exercise jurisdiction (or issues a final ruling in which they determine they have no jurisdiction), because PERB determines that the challenged appointment does not constitute or arise out of a change to agreed-upon terms and conditions of employment that have a generalized effect or continuing impact on the bargaining unit, the UC-AFT may pursue the claim through contractual grievance and arbitration provisions provided that the Unfair Practice Charge originally filed with PERB would have satisfied the time limits for a grievance filed pursuant to the Grievance Article.

G. With the exception of Adjunct Professor and Visiting Appointment titles, claims that an NSF has been incorrectly appointed to a non-unit title shall be pursued solely through the Public Employment Relations Board (PERB) as either a unit modification or an unfair practice charge. Should PERB decline to exercise jurisdiction by either dismissing the charge or issuing a final ruling over the unfair practice charge, the UC-AFT may file a grievance within thirty (30) days from PERB dismissal or final ruling. Under no circumstances will a dispute that could be properly filed as a petition for unit modification be subject to the Article 32 — Grievance Procedure, or Article 33 — Arbitration Procedure, processes.

H. A final decision on the merits in one forum shall act as collateral estoppel in the other forum.

I. PROVISIONS APPLICABLE TO ARBITRATIONS UNDER SECTIONS E, F, G AND H ABOVE

In addition to the provisions in Article 33 — Arbitration, the following provisions shall apply:

1. The decision of the Arbitrator shall be final and binding but shall not be precedential in any other case.
 2. The Arbitrator's authority shall be limited to determining whether the individual should be in the bargaining unit. The Arbitrator shall have no authority to make a decision involving academic judgement.
 3. The Arbitrator has no authority to decide whether classifications should be in or out of the bargaining unit.
 4. Should the Arbitrator find that the individual should be in the bargaining unit, the remedies described in E.3. of Article 33 — Arbitration, may apply. Additionally, an arbitrator may determine whether the University is responsible for dues/fees for the duration of the back award, if any.
- J.** The processes described in Section E, F, G, H and I above shall expire with the expiration of the Agreement in accordance with the Duration article and shall only be renewed by mutual agreement of the parties.