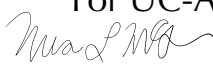



TENTATIVE AGREEMENT

UC-AFT Unit 18 Successor Bargaining
Article 7A – Pre-Six Appointment and Reappointment
November 16, 2021

For UC-AFT

11/16/21
Mia L. McIver

For the University

Nadine B. Fishel
11-16-21

All references to sections will be carefully reviewed and updated at a later date.

ARTICLE 7A **PRE-SIX APPOINTMENT AND REAPPOINTMENT**

A. GENERAL PROVISIONS

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

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

2. **As used in this Agreement, the term “initial appointment” means the first appointment of a Unit 18 faculty member in a department, program, or unit at a campus.**
3. **As used in this Agreement, the term “reappointment” means the subsequent appointment following an initial appointment of currently or previously appointed Unit 18 faculty in the same department, program, or unit at the same campus.**
4. **A pre-six** appointment or reappointment of ~~NSF~~ **Unit 18 faculty** shall have a definite beginning and ending date. Such appointments shall terminate on the last day of the appointment set forth in the **appointment or reappointment letter**, as provided in Section ~~C B.~~, below.

Except as **otherwise** provided for in this **Agreement MOU**, the University has the sole discretion ~~in regard to~~ **determine which Unit 18 faculty shall be appointed or reappointed and the qualifications for said appointment or reappointment.** ~~decisions and~~ **The University shall have** ~~has~~ no obligation to **automatically** reappoint **Unit 18 faculty** ~~an NSF~~ following the expiration of an appointment.

5. Except as provided for in this **Agreement MOU**, the University has the sole discretion to make determinations regarding: the regularly scheduled time and location of a course, who teaches a course, the duration of an appointment, the assignments of an individual, and the assessment of

performance. Such decisions are not subject to the grievance or arbitration provisions of this Agreement except to the extent they reflect or result from University actions that are, themselves, grievable and arbitrable.

6. **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 and **Reduction in Time**, or Article 30 — Discipline and Dismissal.
7. **Unit 18 faculty** ~~NSF~~ may be appointed to a quarter-**based (1/9)** or semester-based **(1/10)** appointment or to an academic year appointment **(9/12)**, in accordance with Article 6 — Academic Year — Appointment.
8. Whenever possible, the University will consult with **the Unit 18 faculty member** ~~NSF~~ before making course assignments or reassignments.
9. Upon request, a department, program, or unit shall provide **a Unit 18 faculty member** ~~an NSF~~ access to **their** ~~her/his~~ classroom observation reports, if any, and student evaluations **of teaching** in a timely manner.
10. When ~~an NSF~~ **a Unit 18 faculty member** teaches a course that is cross-listed with another department, program, or unit, the ~~NSF~~ **Unit 18 faculty member** may request to receive credit toward continuing status in either, but not both, department, program, or unit. The granting of this request shall be at the sole non-grievable discretion of the University, following consultation with both department chairs, chair equivalent, or designee.
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** continuing **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: <http://www.ucop.edu/academic-personnel-programs/programs-and-initiatives/academic-job-openings/index.html>.
13. The ~~NSF~~ **Unit 18 faculty member** is expected to perform ~~her/his~~ **their** duties in accordance with the provisions of Article 3 — Academic Responsibility.
14. The input of qualified Continuing ~~in NSF~~ **Unit 18 faculty** in the appointment process is encouraged, but not required.

[13 and 14 is CCL, moved from below]

B. TERM CREDIT TRANSFER REQUEST

1. At the sole, non-grievable discretion of the University, a campus may accept, at the written request of **a Unit 18 faculty member** ~~an NSF~~, up to a maximum of three (3) quarters, two (2) semesters, or four (4) quarters for fiscal year appointees from another UC campus in the same or similar discipline, on a one-time basis, as credit toward excellence review eligibility **only**, in accordance with the following criteria:
 - a. ~~The NSF~~ **A Unit 18 faculty member** shall not have concurrent appointments at multiple UC campuses.
 - b. ~~The NSF~~ **A Unit 18 faculty member** shall make the request at the time of hire at the new campus, but no later than twelve (12) months from the date of hire.
 - c. If such credit is granted, no further consideration for subsequent transfer to another campus by the same ~~NSF~~ **Unit 18 faculty member** would be considered by the University.
2. ~~The term credit, if granted, will be considered for no other purpose including consideration for the 4th year increase in Article 7a.~~
3. The **department** chair, **chair equivalent** or designee retains the sole, non-grievable authority to determine whether to accept any term(s) for credit, whether partial or whole, and has the right to review past materials, including evaluations, from the ~~NSF~~ **Unit 18 faculty member's** file at the former campus.

~~This provision is prospective and not retroactive.~~

C. LETTERS OF INITIAL APPOINTMENT OR REAPPOINTMENT

Commencing Academic Year 2022-2023

1. Letters of **initial** appointment or reappointment shall be issued to **all** academic year appointees by **May 1st at semester campuses and June 1st at quarter campuses** ~~or as soon thereafter as practicable for course assignments~~ being offered the next academic year and shall be consistent with this Agreement.

2. Letters of **initial** appointment or reappointment shall be issued to **all** appointees with quarter or semester-**based** appointments no later than ~~thirty (30)~~ **sixty (60)** calendar days prior to the commencement of the **first** service period **in the appointment**, ~~or as soon as practicable thereafter,~~ and shall be consistent with this Agreement.
3. **No later than March 1 at semester campuses and April 1 at quarter campuses of each year, the University shall send notice to hiring departments, programs, and units, reminding them of their obligations under C.1 and C.2 above.**
4. **Appointment letters may be issued late for reasons outside of the University's control such as unanticipated faculty leaves, withdrawals from instruction, separations, unavailability, or unanticipated increases in student enrollments.**
5. When the University appoints or reappoints ~~an NSF~~ **a Unit 18 faculty member in a department, program, or unit**, ~~she~~ **they** shall be informed in writing **by the hiring authority of the following:**
 - a. the title of the position;
 - b. the **annual** salary rate **for the first year of the appointment and, if applicable, a statement that in subsequent years the salary rate will be adjusted in accordance with the applicable provisions of the Agreement;**
 - c. **the minimum percentage time for the academic or fiscal year(s);**
 - d. **the gross quarter-by-quarter or semester-by semester in-unit monthly earnings for the first year of the appointment and a link to the payroll calendar;**
 - e. the name of the employing department, program, or unit;
 - f. the **total duration of the appointment and the dates of the service** period(s) for which the appointment is effective;
~~the percentage of time;~~
 - g. **Courses and Other Assigned Duties/Responsibilities**
 - 1) **If known, the course(s) and/or other assigned duties** and general responsibilities; **or**

- 2) **If information about the course(s) and/or other assigned duties/general responsibilities is not fully known when the appointment or reappointment letter is issued, the program, unit, or department shall provide this information through a supplemental notice. Such supplemental notices shall be issued as soon as possible and no later than thirty (30) days prior to the commencement of the term of service.**

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

- h. **a statement that the University may substitute the course(s) and/or other assigned duties and general responsibilities in the same department, program, or unit during the same term. Such substitution will not result in a change in earnings, workload, or appointment percentage. In the event of a substitution, the program, department, or unit shall provide course information through a supplemental notice. Such supplemental notices shall be issued as soon as practicable.**
- i. the name of the department chair, program, **unit** head, or other person to whom the ~~NSF~~ **Unit 18 faculty** reports;
- j. **the phrase: “In accordance with University policy, your eligibility to participate in University of California benefits programs is dependent on the percentage and/or duration of your appointment. If you have a concurrent appointment in another department, the total percentage and/or duration of your appointment determines your eligibility. Please refer to the UC Benefits website: <http://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html>.”**
- k. ~~the fact that NSF are represented by a union, the UC-AFT;~~ **the phrase: “Your position is in a bargaining unit represented by a union, the UC-AFT. As such, the terms and conditions of your appointment are contained in UC/UC-AFT collective bargaining agreement, which you may access at <https://ucnet.universityofcalifornia.edu/labor/bargaining-units/ix/contract.html>.”**
- l. **“Click here to view the UC-AFT’s Welcome Letter” (link as well as URL);**

- m. “To learn more about the UC-AFT, visit ucaft.org”;
- n. The phrase: “To be considered for reappointment in the academic year following the end date of this appointment, please submit a statement of interest to your department chair by (insert date from Section J). The statement of interest form can be found at (insert link as well as URL).”
~~contained in the Agreement; and~~

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

6. Supplemental Assignments

- 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 (“supplemental assignments”). Under such circumstances, the Unit 18 faculty member shall receive written notification of a supplemental assignment(s).
- b. Supplemental assignments offered to Unit 18 faculty are temporary assignments, and supplemental assignments that span less than three consecutive academic/fiscal years shall not create an obligation to increase the appointment percentage in subsequent year(s) of the existing appointment or future reappointments. Upon a supplemental assignment in the third consecutive or fiscal year, the supplemental percentage will be added to the minimum average academic/fiscal year appointment percentage for the subsequent year and/or reappointment, consistent with Section D.3. below.
- c. Department chairs are encouraged to consider currently appointed part-time Unit 18 faculty for supplemental assignments prior to considering external applicants.

7. Only letters of initial appointment, reappointment, supplemental assignments, or beginning of classroom instruction as defined in this section, constitute offers of employment to Unit 18 faculty.

D. INITIAL APPOINTMENT AND REAPPOINTMENT DURATION AND PERCENTAGE

1. Initial Appointment

The initial appointment of a pre-six Unit 18 faculty shall cover a period of one academic/fiscal year of either continuous or intermittent service in the same department, program, or unit.

2. Two-year Reappointment

The first reappointment of pre-six Unit 18 faculty shall cover a period of ~~no less than~~ two (2) academic/fiscal years of either continuous or intermittent service in the same department, program, or unit, except as defined in Section E – Special Considerations.

3. Subsequent Reappointments

The second and all subsequent reappointments of pre-six Unit 18 faculty shall cover a period of ~~no less than~~ three (3) academic/fiscal years of either continuous or intermittent service in the same department, program, or unit, except as defined in Section E – Special Considerations. In accordance with Section E, the final pre-six reappointment may not extend beyond the 18th quarter, 12th semester, or 24th fiscal quarter which may result in an appointment duration of less than three years.

4. 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.

5. During a two or three-year reappointment, the minimum average academic/fiscal year percentage shall be the same between year-1 of that appointment and all subsequent years of that same appointment, although the term-by-term percentage may vary.

a). If appointed 9/12, the Unit 18 faculty member will have a 9/12 appointment in all years of the same appointment, and the same minimum average academic/fiscal year appointment percentage shall be maintained in all years of that appointment.

b) The service period for 9/12 appointments shall remain the start of the fall quarter/semester through the end of the spring quarter/semester.

c) If appointed on a 1/9 or 1/10 basis for the initial appointment or reappointment, the same minimum average academic/fiscal year appointment percentage shall be maintained in all years of the same appointment.

- i. Unit 18 faculty may be assigned to teach intermittently during non-continuous service periods within the appointment or reappointment period.
 - ii. The service period for quarter-based appointments shall remain the start of the quarter through the end of the quarter dates, or the end of the subsequent quarter dates in two-quarter appointments. The service period for semester-based appointments shall remain the start of the semester through the end of the semester dates.
 - iii. During terms that the Unit 18 faculty member is on pay status, the terms of this Agreement 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 shall not apply.
- d) 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 ten (10) calendar days after receiving their course assignment(s), in accordance with the timelines established in C.1. and C.2. above.
- e) In no case shall the length of a pre-six appointment delay or postpone an Excellence Review or the effective date of Continuing status or Continuing Appointment.
- f) The duration of an appointment or supplemental assignments made to an existing appointment are at the sole discretion of the University, unless otherwise provided for in this ~~MOU~~ **Agreement**. Reductions of the existing appointment percentage shall be in accordance with Article 17 — Layoff and Reduction in Time.

~~The initial appointment may be for a period of up to two (2) academic years.~~

~~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.~~

E. PRE-SIX APPOINTMENTS – SPECIAL CONSIDERATIONS

1. When the University appoints ~~NSF~~ **Unit 18 faculty** in their first six years of employment, the parties recognize that it does not do so intending that they will or will not achieve Continuing status or Continuing Appointments.

The parties also recognize that legitimate practices or programs or needs may exist, or be established (including time-limited positions) that may have an effect of limiting pre-six year lecturer access to Continuing status or Continuing Appointments. Nevertheless, the University will not engage in activities or establish practices and/or programs that preclude pre-six year NSF access to Continuing status or Continuing Appointments.

2. The University has the **sole discretion** to make appointment and reappointment decisions based on **academic need. Special considerations** including but ~~are~~ not limited to the following, **may apply**:
 - 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**.
3. **When a Unit 18 Faculty member is appointed to participate in a program as described in Subsection 2 above, the University shall notify the faculty member that the position will not be renewed. However, the University is not precluded from reappointing the Unit 18 faculty member.**
4. **Reappointments of Less Than Two or Three Years:**
 - a. **The University may offer a reappointment for a term of less than two or three years in the same department, program, or unit when the appointment is for any of the following reasons and the Unit 18 faculty member will be provided with a written explanation:**
 - 1). **temporary replacement to teach courses that fulfill temporary academic need in lieu of an instructor who is on leave, sabbatical, withdraws from instruction, separated, or is otherwise unavailable;**

2). the appointment or reappointment may not extend beyond the 18th quarter, 12th semester, or 24th fiscal quarter.

- b. **The University may appoint the Unit 18 faculty member for the full two-year or three-year period should the circumstances in 4.a. 1-52 change. A revised appointment letter shall then be provided. In the event an appointment is revised to a two or three year appointment, they will undergo a pre-six academic review in accordance with Section F below.**

F. PRE-SIX ACADEMIC REVIEW

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 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~~ **Unit 18 faculty with a two or three-year reappointment shall undergo a Pre-Six Academic Review except when there is a scheduled Excellence Review during the appointment. The Pre-Six Academic Review shall be concluded no later than May 1 for semester campuses and no later than June 1 for quarter campuses in the second year of a two-year appointment or the third year of a three-year appointment.**
2. The input of qualified continuing ~~NSF~~ **Unit 18 faculty** in the ~~assessment process~~ **Pre-Six Academic Review process** is encouraged, but not required. (Moved from Section F.1.a of CCL)
3. **The University shall notify the Unit 18 faculty member in writing no less than thirty (30) calendar days in advance of the Pre-Six Academic Review, its timing, criteria, and the procedure that will be followed. Should the University provide less than thirty (30) calendar days' notice, the University shall not unreasonably deny an extension to the Unit 18 faculty member to submit materials to the review file.**
4. **The University shall notify the Unit 18 faculty member of the outcome of the review within twenty (20) calendar days from its completion. The outcome of a review shall indicate whether a pre-six Unit 18 faculty member demonstrated teaching effectiveness during the review period. A positive review outcome is a finding of teaching effectiveness.**

5. **If the outcome of the review is negative, finding that the Unit 18 faculty member did not demonstrate teaching effectiveness during the review period, the notification will include an explanation.**

~~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.~~

G. ACADEMIC REVIEW CRITERIA

1. **Reviews of pre-six Unit 18 faculty shall be made on the standard of teaching effectiveness, academic responsibility per Article 3 of this Agreement, and other assigned duties. Performance shall be evaluated according to the following criteria as they are relevant to the Unit 18 faculty assigned duties and demonstrated by the materials in the review file.** Instructional performance
2. **Teaching effectiveness** is measured by evaluation of evidence demonstrating such qualities as:
 - a. **Dedication to and engagement with teaching;**
 - b. **Command of the subject matter and continued growth in mastering new topics;**
 - c. **Organizing and presenting course content effectively and with demonstrated learning outcomes;**
 - d. **Setting pedagogical objectives appropriate to the course topic, level, and format;**
 - e. **Responding to student work in ways commensurate with student performance, course topic, level, and format;**
 - f. **Awakening in students an awareness of the importance of the subject matter;**
 - g. **Inspiring interest in beginning students and stimulating advanced students to do complex work; and**
 - h. **Developing pedagogically effective assignments, lecture slides, lesson plans, exams, and/or other course materials and/or prompts for student work.**

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** should be judged with proper reference to all assigned duties. ~~assigned teaching responsibilities.~~

H. **ACADEMIC REVIEW FILE MATERIALS**

1. **An evaluation of a Unit 18 faculty member shall be based on an academic review file.** Due consideration will be given to all relevant materials in the academic review/personnel file, if any. **These include but are not limited to the following:**

- a. **A self-statement regarding the Unit 18 faculty member's performance, teaching objectives, and teaching activities.**
- b. **Written assessments from classroom observations conducted by faculty colleagues or evaluators, if any.**
- c. **Student evaluations, provided that the quantitative measure in the student evaluation is not the sole criterion for evaluating teaching.**
- d. **In addition to the syllabi, up to six (6) additional materials relevant to effective teaching (e.g., pedagogical methods, student learning outcomes, assignments, lecturer slides, lesson plans, exams, and prompts for student work) to be included in the file. The University shall give such materials due consideration.**

~~NSF Unit 18 faculty may provide letters of assessment, including letters from NSF Unit 18 faculty or Senate Faculty, and other relevant materials to the department chair or her/his their designee as part of the assessment process. Due consideration will be given to all relevant materials in the academic review/personnel file, if any.~~

~~NSF Unit 18 faculty shall be notified of the form of assessment that the department, program, or unit will follow for reappointments, and when the assessment will occur. The University will post the review criteria from Article 7a.F.1.c. online on a central campus website. (Note: criteria may not be ultimately listed in 7A.)~~

~~Assessments of individual NSF Unit 18 faculty for reappointment are to be made on the basis of demonstrated competence in the field, ability in teaching, academic responsibility and other assigned~~

~~duties that may include University co-curricular and community service.~~

I. ACADEMIC REVIEW EXCEPTIONS

1. **Unit 18 faculty appointed for less than a two or three-year reappointment pursuant to Section E shall not undergo a Pre-Six Academic Review.**
2. **Nothing precludes the University from considering a Unit 18 faculty member for reappointment who was not required to undergo a Pre-Six Academic Review.**

J. CONSIDERATION FOR REAPPOINTMENT

1. **Pre-Six Unit 18 faculty with a current Unit 18 Faculty appointment who submit interest as described in this section (“internal candidates”) will be considered for reappointment prior to the consideration of external Unit 18 applicants. A request for reappointment consideration shall be submitted by Pre-Six Unit 18 Faculty to the department chair, department chair equivalent, or designee in accordance with the deadlines in the chart below, or within thirty (30) calendar days from the date on which the appointment letter is transmitted to the Unit 18 faculty member, whichever is later.**

	Initial Appointment	Multi-year Appointment final year
9/12 Appointees	October 15	October 15
1/9 quarter – Fall	October 15	October 15
1/10 semester – Fall	October 15	October 15
1/9 quarter – Winter	February 1	October 15
1/10 semester – Spring only	February 1	October 15
1/9 quarter – Spring only	May 1	October 15

2. **A request for reappointment consideration shall include the following:**
 - a. **An affirmative statement of interest for reappointment and curriculum vitae;**
 - b. **A list of courses and/or other assigned duties that the Unit 18 faculty member is interested in;**

- c. For each quarter of a possible reappointment, the appointment percentage that the Unit 18 faculty member would like to receive.

3. Reappointment from the initial appointment to a two-year appointment is based on an assessment made by the department chair/equivalent. The assessment shall include all materials submitted pursuant to KJ.2.4. and other material available to the department chair or equivalent. The assessment shall be made on the basis of demonstrated competence in the field, ability in teaching ability, academic responsibility, and other assigned duties, which that may include University co-curricular and community service. The University shall provide written feedback.

4. A department, program, or unit is not precluded from offering courses, other duties, or an appointment percentage that are different or in addition to those requested by the Unit 18 faculty member.

5. If a Unit 18 faculty member fails to timely submit interest for reappointment or submits a written declaration of non-interest for the following academic year, the department, program, or unit shall not be obligated to conduct a Pre-Six Academic Review or consider them for subsequent appointments.

6. Section J.5-6 only applies to Unit 18 faculty who have undergone a Pre-Six Academic Review in the same department, program, or unit. In the event that department, program, or unit hires a Pre-Six Unit 18 faculty member from outside of the department, program or unit, and elects not to reappoint a Unit 18 faculty member deemed “effective” at the same or increased appointment percentage determines that a Unit 18 faculty member deemed “effective” will not be reappointed at the same or increased appointment percentage as the previous appointment, the Unit 18 faculty member will be provided with a written explanation.
 - a. The decision not to reappoint an “effective” instructor shall not be arbitrary or capricious.

 - b. The decision not to reappoint or to reappoint at a lower overall appointment percentage shall be based on one or more of the following:
 - 1) lack of work (unavailability of a course assignment for which the Unit 18 faculty is qualified, as determined by

the University);

- 2) **programmatic need or change (consistent with this article) that results in a lack of work as defined in J.6.b.1). above;**
 - 3) **budgetary considerations (subject to Section K.4) that results in a lack of work as defined in J.6.b.1). above;**
 - 4) **assignment of course(s) to Senate Faculty that were previously taught by a Pre-Six Unit 18 faculty member that results in a lack of work as defined in J.6.b.1). above;**
 - 5) **assignment of course(s) to a graduate academic student employee or postdoctoral scholar that were previously taught by a Pre-Six Unit 18 faculty member that results in a lack of work as defined in J.6.b.1). above;**
 - 6) **assignment of course(s) to a Pre-Six Unit 18 faculty member on a time-limited or programmatic basis under Section E - Special Considerations;**
 - 7) **the University determined at its sole discretion that another current Unit 18 faculty member is more qualified to teach the course(s) that results in a lack of work as defined in J.6.b.1). above.**
7. **The University is not precluded from offering future work to a Unit 18 faculty member who has been deemed effective but not reappointed for a reason in Section J.6.b.**

K. PRE-SIX AUTOMATIC INCREASE AND MERIT INCREASE(S)

1. **Effective ~~January 1, 2022~~ the first full pay period following sixty (60) calendar days from the date of ratification, the University will be transitioning from a salary scale to a salary range, with 3% increments between salary points.**
2. **All increases between July 1, 2022 and July 1, 2024 will adhere to the transition plan side letter.**
3. **Beginning July 1, 2022, when a pre-six Unit 18 faculty member is re-appointed following an initial appointment, the pre-six Unit 18 faculty**

member shall receive one salary point (3%) increase at the commencement of the next appointment.

4. **Beginning July 1, 2022, when a pre-six Unit 18 faculty member is re-appointed following a positive pre-six academic review, the pre-six Unit 18 faculty member shall receive one salary point (3%) merit increase at the commencement of the next appointment.**

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

- ~~5.~~ When making a reappointment decision, the University will not replace an individual **NSF Unit 18 faculty** who has received a within range salary increase with a lower paid **NSF Unit 18 faculty** solely to reduce salary costs. ~~This subsection shall only apply to those instances where the lower paid NSF is teaching the same courses as the higher paid NSF **Unit 18 faculty**.~~

L. 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 ~~DE.1.~~, or ~~F.6.4~~ **of the provisions of section K.7.**, above. Allegations that the University made a reappointment decision in violation of an **NSF Unit 18 faculty**'s academic freedom rights or for a discriminatory reason may only be pursued through Article 2 — Academic Freedom or Article 4 — Non-discrimination in Employment, respectively.
3. An arbitrator reviewing a grievance under this Article shall have no authority to order the University to appoint or reappoint **NSF Unit 18 faculty**. An arbitrator reviewing a non-reappointment decision shall not

have the authority to substitute **their** judgment for the University's judgment with respect to the University's academic needs or an individual **NSF Unit 18 faculty's** performance or qualifications. In those instances where the University's decision or action was based on **NSF Unit 18 faculty's** performance, the arbitrator shall have jurisdiction to review the **NSF Unit 18 faculty's** academic review/personnel files, if any.

4. Special Enforcement Provisions ~~for Allegations of Continuing status or Appointment Avoidance~~

The following provisions apply to grievances alleging that the University has violated Section ~~DE.1.~~, or ~~F-6-4K.7.~~,, above. Only the Union, and not individual **NSF Unit 18 faculty**, may submit grievances alleging a violation of Sections ~~DE.1.~~, or ~~F-6-4K.7.~~, above.

- a. In any grievance involving Section ~~DE.1.~~, the Union shall have the burden to provide evidence of a policy or practice that restricts access to Continuing status or Continuing Appointments in violation of Section ~~DE.1.~~, above.
- b. When the Union alleges a violation of section ~~DE.1.~~, and the University asserts that its decision comported with ~~DE.2.a.~~, b., and/or c., the arbitrator may consider if the University's action was only a pretext for Continuing status or Continuing Appointment avoidance.
- c. In any grievance involving Section ~~F-6-4K.7.~~, the Union must provide the following information within forty-five (45) calendar days of the date on which the Union knew or should have known a violation occurred:
 - 1). the name of the **NSF Unit 18 faculty** who was not reappointed;
 - 2). the department where the **NSF Unit 18 faculty** has an appointment;
 - 3). the courses taught by the **NSF Unit 18 faculty** who was replaced;
 - 4). the name of the lower-paid **NSF Unit 18 faculty** who replaced the higher-paid **NSF Unit 18 faculty**; and
 - 5). the courses taught by the lower-paid **NSF Unit 18 faculty**.
- d. Arbitrator's Remedial Authority

UC-AFT Unit 18 Successor Bargaining
Article 7A – Pre-Six Appointment and Reappointment
November 16, 2021

If an arbitrator finds that the University has violated the prohibition on Continuing Appointment avoidance set forth in Section ~~DE~~.1., or the provisions of Section ~~F-6-4~~K.7., above, her/his remedial authority shall not exceed ordering the University to immediately discontinue the practice or policy and consider the adversely affected ~~NSF~~ Unit 18 faculty (s) for a reappointment. Upon the request of either party, the arbitrator may retain jurisdiction to ensure that the University has complied with this order.