

# TENTATIVE AGREEMENT

UC/AFT IX Negotiations  
Article 7d – Senior Continuing Lecturer  
Promotion and Merit Review  
UC Proposal 4  
June 15, 2021  
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For UC-AFT  


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11/18/2021

For The University



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

## ARTICLE 7d

### SENIOR CONTINUING LECTURER PROMOTION AND MERIT REVIEW

#### A. GENERAL PROVISIONS

1. This Article applies to the process by which Continuing Lecturers may be promoted to Senior Continuing Lecturer, and merit reviews for Senior Continuing Lecturers.
2. The University retains sole discretion in the evaluation of **a Continuing Lecturer's**~~an NSF's~~ performance. Merit increases and promotions under this Article are not automatic.
3. **Senior Continuing Lecturer performance shall be evaluated in accordance with Article X of this Agreement.**
4. A Senior Continuing Lecturer Appointment does not create entitlement to tenure or security of employment nor does it guarantee specific teaching assignments.

#### B. SENIOR CONTINUING LECTURER PROMOTION AND MERIT REVIEW

1. Eligibility
  - a. Promotion: A Continuing Lecturer who has received at least two (2) consecutive positive merit advancements (following the initial Continuing Appointment) in the same department, program, or unit, may request a Senior Continuing Lecturer Promotion Review, in accordance with campus procedures, upon their next merit review.
  - b. Merit: A Senior Continuing Lecturer shall be considered for a merit increase at least once every three years following promotion to Senior Continuing Lecturer.
    - i. ~~An NSF~~ **Senior Continuing Lecturer** may request in writing that their merit review be accelerated. At the sole discretion of the University, a merit increase may be considered and awarded before the completion of three years, after appropriate review.

- ii. ~~An NSF~~ **Senior Continuing Lecturer** may request in writing that their merit review be deferred for up to one year. The University retains sole discretion to approve a request to defer a merit review. If the merit review is delayed at the request of the ~~NSF~~ **Senior Continuing Lecturer**, the effective date of the merit increase shall also be deferred.

## 2. Merit Increases

- a. If the Continuing Lecturer is promoted to Senior Continuing Lecturer, the promotion precludes and supersedes a separate merit increase as a Continuing Lecturer.
- b. The effective date of a promotion or merit increase is the July 1 immediately following the academic year in which the review was conducted. Any final decision that is approved after the July 1 effective date shall be retroactively applied.
- c. Following a successful promotion to Senior Continuing Lecturer, the ~~NSF~~ **Unit 18 faculty member** shall receive an increase of at least **three salary points. However, the Senior Continuing Lecturer shall not receive an increase that exceeds the maximum of the salary scale.**
- d. **If the Continuing Lecturer is not promoted to Senior Continuing Lecturer, the review file will still be assessed for merit in accordance with Article 7c-Continuing Appointments, Article 22-Merit Reviews, and Article X-Academic Review Criteria. The Continuing Lecturer is eligible to request a promotion review at the next normative merit review.**

## C. GRIEVABILITY AND ARBITRABILITY

1. Performance review decisions are the result of academic judgment and are not subject to the grievance and arbitration provisions of this Agreement. Only allegations of procedural violations of this 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 the Arbitrator's judgment for the University's judgment with respect to instructional need, academic qualifications, or determinations of whether performance is exceptional and thereby compel the University to promote or provide a merit increase.
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 not followed, or that the decision was not based on materials 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.
5. 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 promotion or merit review process.