

SIDE LETTER AGREEMENT

UC SAN DIEGO AND UC-AFT

Reappointment of Pre-Six Non-Senate Lecturers

In order to reach an understanding of practices at UC San Diego at the departmental levels, UC San Diego and the UC-AFT agree to the following:

1. By June 1, 2016, representatives of the University of California, Office of the President and UC San Diego (collectively the "University") and UC-AFT shall convene a labor-management meeting in accordance with Article 25 to discuss implementation of the side letter.
2. The parties will form a working group consisting of members of the University and the UC-AFT. The University and UC-AFT may each appoint no more than five (5) representatives to serve on the working group, including at least two representatives from the Office of the President and one representative from the UC-AFT Executive Board, unless the parties agree otherwise in advance.
3. The working group will meet to discuss the decision to not reappoint pre-six Non-Senate Faculty ("NSF") in the following departments:
 - *Anthropology*
 - *Communication*
 - *Literature*
 - *Mathematics*
 - *Psychology*
 - *Visual Arts*
4. No later than November 30, 2017, the University shall provide the UC-AFT with a list of all NSF in each of the departments identified in paragraph 3 that had a pre-six year lecturer appointment during Academic Year 2016-2017. The list will also indicate who was not re-appointed for Academic Year 2016-2017 as of November 1, 2017, and will include the reason for the non-reappointment(s).
5. By December 15, 2017, the working group shall be convened to have an initial discussion of the list produced in accordance with paragraph 4.
6. Beginning January 1, 2018 but no later than January 31, 2018, the UC-AFT shall contact in writing the UCOP Labor Relations Director and request that the working group be convened to discuss the decision(s) to not reappoint up to twenty (20) pre-six NSF from the list referenced in paragraph 4. The UC-AFT shall specify in its letter the names of the twenty (20) NSF.
7. Within thirty (30) days from the date the written request is received, the working group shall meet, unless the parties mutually agree to an extension.
8. The parties shall repeat the process referenced in paragraphs 4, 5, 6, and 7 in Academic Year 2018-2019 and Academic Year 2019-2020, provided the Agreement between the parties has not expired.
9. The goal of the discussions is to ensure that the non-reappointment of pre-six NSF in each Department is in compliance with Article 7A, Section D.1., D.2., and F.4., of the collective bargaining agreement between the University and Unit 18 of UC-AFT.

10. If the working group agrees that a department's decision(s) to not reappoint a pre-six NSF violates Article 7A, Section D.1. and/or Section F.4., the working group shall develop a plan to enable the department to comply.
11. If the working group representatives from the University and UC-AFT disagree about whether a non-reappointment allegedly violated Article 7a, Section D. 1. or Section F.4., the UC-AFT may file a grievance within thirty (30) calendar days from the date of the meeting convened under paragraph 6.
12. Any grievance filed under this side letter shall be limited to allegations of violations of Article 7A, Section D.1. and/or Section F.4., and will proceed directly to step 2 of the grievance procedure. The grievance shall be processed in accordance with the provisions of the collective bargaining agreement for grievances and arbitration, and the evidentiary standards in Article 7A, Section G.4.a. and b. shall apply. Any grievance brought under this side letter that does not comply with the side letter will not be processed and is not be eligible for arbitration.
13. Only the UC-AFT, and not the affected pre-six NSF, may submit a grievance under this side letter.
14. In any arbitration brought under this side letter, the arbitrator's authority is subject to Article 7A, Section G.3. If the arbitrator finds that UC San Diego has violated Article 7A, Section D. 1. and/or F.4., the arbitrator's remedial authority is expressly limited to the remedies in Article 7A., Section F.4.d, except that the Arbitrator may also award the affected NSF a compensatory award not to exceed the value of the NSF's salary for his or her last quarter of teaching preceding non-reappointment. G.4. d CMP
15. The terms of this side letter shall be fulfilled at the original expiration of the collective bargaining agreement, regardless of whether there are further extensions.

FOR THE UNIVERSITY OF CALIFORNIA

Nadine B. Fishel

Nadine B. Fishel
UCOP Chief Negotiator

2/5/16
Date

Amy Lee

Amy Lee
UCOP Academic Personnel
and Programs

2/11/16
Date

Cynthia Palmer

Cynthia Palmer
Assistant Vice Chancellor, Academic Personnel

2.16.16
Date

FOR THE UNION

Benjamin Harder

Benjamin Harder
UC-AFT Chief Negotiator

5 Feb 2016
Date

Robert Samuels
UC-AFT President

Date