

SIDE LETTER AGREEMENT
Transition Plan – Pre-Six Appointees

1. The transition plan applies to all Pre-Six Unit 18 Faculty from the time of ratification until June 30, 2024.
2. Effective July 1, 2022, Pre-Six Unit 18 Faculty who are reappointed, pursuant to the new Article 7A language, will receive two-year appointment from July 1, 2022 through June 30, 2024.

3. Appointment Process

Unit 18 Faculty shall be considered for reappointment to the transition plan appointment (as stated above in 2) based on the criteria and process in Article 7a – Section F in the Unit 18 collective bargaining agreement February 29, 2016 - January 31, 2020 (attached to this side letter as Appendix A). Unit 18 faculty who are reappointed under this transition plan shall receive an appointment letter no later than May 1st for semester campuses, and June 1st for quarter campuses.

4. Feedback

The University shall provide written feedback to Unit 18 faculty relating to their AY 2021-22 appointment(s), if such feedback is requested on or before June 15, 2022.

5. Consideration for Reappointment

Pre-six Unit 18 faculty with an appointment during AY 2021-22 shall be considered for reappointment prior to the consideration of external applicants.

6. Review Process

- a. Unit 18 Faculty shall be evaluated during the two-year appointment as follows:
- b. Those with at least 9 academic year quarters, 12 fiscal year quarters or 6 academic year semesters of service as of July 1, 2022, shall be evaluated between July 1, 2022 - June 30, 2023;
- c. Those with less than 9 academic year quarters, 12 fiscal year quarters or 6 academic year semesters of service as of July 1, 2022, shall be evaluated between July 1, 2023 - June 30, 2024.

7. The review period shall be limited to the past two academic years of teaching, if applicable, shall follow the language in the UC proposal in Article 7A - Section G and H under the "TEACHING EFFECTIVENESS" standard.

8. Salary Increases

- a. Unit 18 faculty members who achieve 9 quarters/6 semesters/12 fiscal quarters during academic year 2021-2022 are eligible to receive a 6% automatic increase effective at the

commencement of the 10 quarter/7th semester/13 fiscal quarter.

- b. If a Unit 18 faculty member received the 6% automatic increase during academic year 2021-2022, there is no automatic increase upon reappointment in academic year 2022-2023, nor a merit increase following the first successful review and reappointment in academic year 2024-2025.

Example: Lecturer began their 10th quarter of instruction in spring quarter 2022. Lecturer received 6% automatic increase effective spring quarter 2022. Lecturer is reappointed effective 7/1/22 for a 2-year term (6 quarters of instruction). Lecturer does NOT receive an increase effective 7/1/22. Lecturer is reviewed and reappointed effective 7/1/24 for 2 quarters to reach 18 quarters. Lecturer does NOT receive a 3% merit increase effective 7/1/24.

- c. If a Unit 18 faculty member has not received the 6% automatic increase during academic year 2021-2022, then they shall receive a 3% automatic increase upon reappointment in academic year 2022-2023 and shall receive a 3% merit increase, following successful review and reappointment, in academic year 2024-2025.

Example: Lecturer completes 9th quarter of service in spring quarter 2022. Lecturer is reappointed effective 7/1/22 for a 2-year term (6 quarters of instruction). Lecturer receives 3% automatic increase on 7/1/22. Lecturer is reviewed and reappointed effective 7/1/24 for 3 quarters to reach 18 quarters. Lecturer receives 3% merit increase effective 7/1/24.

9. Reconciliation Process

- a. The University and the Union shall meet no later than October 1, 2024 to reconcile any issues which arose under the transition plan.

10. Grievability/Arbitrability

Article 7a – Section G in the Unit 18 collective bargaining agreement February 29, 2016 - January 31, 2020 (attached to this side letter as Appendix B) shall apply to this transition plan.

FOR THE UNIVERSITY



Nadine B. Fishel
Chief Negotiator
University of California

November 17, 2021
Date

FOR THE UNION



Mia L. McIver
President
UC-AFT

November 18, 2021
Date

TRANSITION PLAN – Pre-Six Appointees

Appendix A

Article 7a – Section F

F. REAPPOINTMENT

1. When the University is considering an NSF for a reappointment, the following procedures shall apply:
 - a. 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. 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. The input of qualified continuing NSF in the assessment process is encouraged, but not required.
 - b. NSF 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.
 - c. Assessments of individual NSF 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.
 - d. An NSF may provide letters of assessment, including letters from NSF or Senate Faculty, and other relevant materials to the department chair or her/his designee as part of the assessment process. Due consideration will be given to all relevant materials in the academic review/personnel file, if any.
2. 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.
3. Upon reappointment to a fourth year 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 who has not received a prior within-range salary increase of at least six percent (6%). The University is not precluded from granting an NSF an increase of more than six percent (6%).
4. When making a reappointment decision, the University will not replace an individual NSF who has received a within range salary increase with a lower

paid NSF 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.

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Appendix B

Article 7a – Section G

G. 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 D.1., or F.4., above. Allegations that the University made a reappointment decision in violation of an NSF'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 an NSF. An arbitrator reviewing a non-reappointment decision shall not have the authority to substitute her/his judgment for the University's judgment with respect to the University's academic needs or an individual NSF's performance or qualifications. In those instances where the University's decision or action was based on an NSF's performance, the arbitrator shall have jurisdiction to review the NSF'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 D.1., or F.4., above. Only the Union, and not individual NSF, may submit grievances alleging a violation of Sections D.1., or F.4., above.

- a. In any grievance involving Section D.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 D.1., above.
- b. When the Union alleges a violation of section D.1., and the University asserts that its decision comported with D.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.4., 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 who was not reappointed;
 - 2) the department where the NSF has an appointment;
 - 3) the courses taught by the NSF who was replaced;
 - 4) the name of the lower-paid NSF who replaced the higher-paid NSF; and
 - 5) the courses taught by the lower-paid NSF.

c. Arbitrator's Remedial Authority

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