

## **ARTICLE 2 APPOINTMENTS**

### **A. GENERAL PROVISION**

The provisions of this article apply to Academic Researchers to whom the University has made a written offer of employment, who have accepted such offer in writing, and who have complied with all requirements stipulated in that formal offer letter and any subsequent formal communications between the University and the incoming Academic Researcher. These requirements include satisfying work eligibility requirements for U.S. citizens and non-citizens, and the timely submission of all documents required by the University to process a request for work authorization.

### **B. WORK AUTHORIZATION**

1. The University shall process work authorization paperwork promptly; however the University shall not be responsible for any actions, failures, errors, or decisions of the external agencies;
2. Further, the University shall not be held responsible if any of the following occurs:
  - a. the applicant or Academic Researcher is ineligible for work authorization; or
  - b. if the applicant or Academic Researcher makes submission or omission errors.
3. Reappointed Academic Researchers
  - a. The University will not be responsible for delays in work authorization unless the Academic Researcher demonstrates all of the following:
    - 1) The University failed to send necessary paperwork to the appropriate external agencies according to the University's timelines, and
    - 2) There was a resulting delay in the effective date of the Academic Researcher's reappointment, and
    - 3) The Academic Researcher demonstrates that they made reasonable efforts to follow up with the appropriate University office(s) to ensure the timely processing of their work authorization paperwork.

- b. b. Any remedy will be calculated in reference only to the pay lost during the period of time the University was solely responsible for the delay.

## **B. NOTICE OF APPOINTMENT**

1. As soon as practicable, but no later than seven (7) calendar days following the start of the appointment, the University shall provide an Academic Researcher a written notice of appointment/reappointment. The appointment notice shall include:
  - a. Job title;
  - b. Appointment percentage;
  - c. Supervisor's name;
  - d. Department or academic/researcher unit;
  - e. Anticipated place of employment (location of worksite – e.g., main campus, remote location, medical center);
  - f. A brief description of the anticipated research project(s);
  - g. Salary;
  - h. A summary of benefits including eligibility for participation in UC health and wellness benefits and the University of California Retirement Plan, as well as the requisite enrollment information;
  - i. A statement that the Academic Researcher is exclusively represented by the UAW, and the website address for the Union and the Agreement;
  - j. Name of a person to contact for information regarding the appointment (with contact information); and
  - k. Links to the applicable collective bargaining agreement article(s) and campus guidelines and procedures for merits and promotions.
2. Campuses may provide additional information in appointment letters.
3. A sample appointment letter is appended to this Agreement as Appendix C.
4. Informal communications between a UC faculty member and a potential Academic Researcher do not constitute a formal appointment offer.