

**The University of California
and
The American Federation of Teachers
(AFT)**

**NON-SENATE INSTRUCTIONAL
(IX)**

November 23, 2021 – June 30, 2026

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ARTICLE 1 RECOGNITION

- A.** The University recognizes the University Council - American Federation of Teachers as the exclusive representative for matters within the scope of representation for all employees within the PERB-certified Non-Senate Instructional Unit (SF-HR-18, SF-UM-371-H and SF-UM-786-H), as amended, at the University of California, excluding employees designated as managerial, supervisory, or confidential.
- B.** The unit includes all titles listed in this Section. The term "Unit 18 faculty" used throughout this contract applies to instructional faculty and non-faculty employees in the bargaining unit in any of the following titles and title codes:

Title Code	Title Name
1550	Lecturer in Summer Session
1630	Lecturer - Academic Year
1631	Lecturer - Academic Year – Continuing Appointment
1632	Lecturer - Academic Year 1/9 payment
1633	Lecturer - Academic Year 1/9 – Continuing Appointment
1634	Lecturer - Fiscal Year
1635	Lecturer - Fiscal Year – Continuing Appointment
1636	Lecturer – Academic Year 1/10 payment
1637	Lecturer – Academic Year 1/10 payment – Continuing Appointment
1640	Senior Lecturer - Academic Year
1641	Senior Lecturer - Academic Year – Continuing Appointment
1642	Senior Lecturer - Academic Year 1/9 payment
1643	Senior Lecturer - Academic Year - 1/9th Continuing Appointment
1644	Senior Lecturer - Fiscal Year
1645	Senior Lecturer - Fiscal Year – Continuing Appointment
1646	Senior Lecturer – Academic Year 1/10 payment
1647	Senior Lecturer – Academic Year 1/10 payment – Continuing Appointment
1652	Lecturer Continuing Appointment – Temporary Augmentation
1653	Lecturer Continuing Appointment – Temporary Augmentation – Academic Year 1/9 payment
1654	Continuing Appointment – Temporary Augmentation 1/10 payment
2210	Demonstration Teacher
2211	Demonstration Teacher – Continuing Appointment
2220	Supervisor of Teacher Education – Academic Year
2221	Supervisor of Teacher Education – Academic Year – Continuing Appointment
2222	Supervisor of Teacher Education – Fiscal Year

2223	Supervisor of Teacher Education – Fiscal Year – Continuing Appointment
2240	Coordinator of Field Work - Academic Year
2241	Coordinator of Field Work - Academic Year – Continuing Appointment
2245	Coordinator of Field Work - Fiscal Year
2246	Coordinator of Field Work - Fiscal Year – Continuing Appointment
2250	Field Work Supervisor - Academic Year
2251	Field Work Supervisor - Academic Year – Continuing Appointment
2255	Field Work Supervisor - Fiscal Year
2256	Field Work Supervisor - Fiscal Year – Continuing Appointment
2260	Field Work Consultant - Academic Year
2261	Field Work Consultant - Academic Year – Continuing Appointment
2265	Field Work Consultant - Fiscal Year
2266	Field Work Consultant - Fiscal Year – Continuing Appointment
2284	Child Development Demonstration Lecturer – Continuing Appointment
2285	Child Development Demonstration Lecturer
2440	K-12 Instructor – Academic Year
2441	K-12 Instructor – 1/10 Payment
2427	Substitute Teacher
2428	Substitute Teacher – Continuing Appointment
2460	Teacher - Special Programs
2461	Teacher - Special Programs – Continuing Appointment
2650	Teacher - Lawrence Hall of Science
2651	Teacher - Lawrence Hall of Science – Continuing Appointment

- C. The recognized unit may be modified by agreement of the parties to this Agreement, pursuant to the rules and regulations of the Public Employment Relations Board. Any approved modification automatically becomes part of this Agreement.
- D. When the University establishes a new non-student, non-Senate instructional title/title code, it shall provide written notice to the UC-AFT of the bargaining unit designation. Within thirty (30) days following the UC-AFT's request, the University and the UC-AFT shall meet to discuss the unit status of the new title/title code. Any disputes regarding the proper bargaining unit status of such titles/title codes may be resolved through the existing PERB procedures.
- E. If the University proposes to move a title/title code out of the bargaining unit, it shall give at least ninety (90) calendar days' notice of such action to the University Council - American Federation of Teachers, and upon request, shall meet and discuss concerning the bargaining unit status within thirty (30) calendar days of receiving such a request. If the parties are unable to reach agreement regarding the University's proposal to remove the title/title code, either party may submit the dispute to PERB for resolution.

Until the bargaining unit assignment is either agreed to by the parties or finally resolved through the PERB unit modification procedures, the affected title(s) shall remain covered by all provisions of this Agreement.

- F.** If the University proposes to move an individual out of the unit during that individual's term of appointment, the University shall provide thirty (30) calendar days' notice to the AFT and upon request will meet and discuss regarding the individual's unit status. If the parties cannot agree on the individual's unit status, either party may pursue the designated PERB procedures for determining unit status. Until the dispute is resolved, the individual shall remain within the unit. The provisions of this section shall not apply in cases where the individual elects to accept a position outside the unit.
- G.** If the Academic Senate approves membership in the Senate to any appointees in the above titles, those appointees shall cease to be members of the Non-Senate Instructional bargaining unit.
- H.** If an abolished unit title/title code is re-established, the University agrees that the title will be included in the unit.

ARTICLE 2
ACADEMIC FREEDOM

- A.** Academic freedom will extend to Unit 18 faculty through applicable provisions of the Academic Freedom Policy in effect at the time at the location of the Unit 18 faculty member.
- B.** Complaints alleging violation(s) of academic freedom may be reviewed in accordance with the procedures of the Academic Senate at the location of the Unit 18 faculty member.

ARTICLE 3 ACADEMIC RESPONSIBILITY/DUTY

A. STANDARDS OF CONDUCT

The standards in this article will be applied to Unit 18 faculty in their role as teachers in the same manner as all other faculty in their role as teachers.

B. UNIVERSITY OF CALIFORNIA DUTIES AND RESPONSIBILITIES

1. Academic freedom safeguards must be accompanied by an equally demanding standard of academic responsibility, requiring responsible service, consistent with the objectives of the University.
2. Unit 18 faculty are responsible for the effective instruction of students. Aspects of effective instruction include but are not limited to teaching classes in accordance with course objectives and published schedules at locations approved by the University. The Unit 18 faculty member is expected to be competent in their chosen field and be able to communicate effectively with students in a way that creates an environment that stimulates imaginative thinking and encourages critical and analytical skills. Unit 18 faculty are expected to advise students on academic matters, and maintain a responsible, professional relationship with students. Unit 18 faculty will carefully ensure equal application of class standards and requirements. The Unit 18 faculty member should maintain an active interest in the advances and current thinking in their subject area and be able to relate such information to their teaching in an organized manner through incorporation into course materials. By accepting responsibilities in all of the aforesaid areas, the Unit 18 faculty member commits to excellence in education and dedication to student needs. Nothing in this section shall modify the provisions of Article 24, Instructional Workload.
3. As members of the community of scholars at the University of California, Unit 18 faculty are expected to sustain an environment conducive to sharing, extending, and critically examining knowledge and values, in support of the department's academic mission. In addition, they are expected to exhibit respect and professionalism in the mutual exchange of ideas, opinions, and criticisms with colleagues and to strive to be objective in their professional communications and interactions. Examples of conduct inconsistent with these expectations include, but are not limited to:
 - a. Making evaluations of professional competence based on criteria other than professional performance;

- b. Discrimination, including harassment, against other members of the community of scholars on political grounds, or for reasons of race, color, religion, sex (including gender, pregnancy, childbirth, medical conditions related to breastfeeding), sexual orientation, gender expression, gender identity, ethnic origin, national origin, ancestry, marital status, medical condition (cancer related or genetic characteristics), physical or mental disability, genetic information (including family medical history), HIV status, status as a covered veteran, or, within the limits imposed by law or University regulations, because of age or citizenship or for other arbitrary or personal reasons;
 - c. Breach of established rules governing confidentiality in personnel matters and/or procedures.
- 4. The parties agree that certain conduct by Unit 18 faculty is unacceptable and is inconsistent with their role as instructional faculty. Such unacceptable conduct includes but is not limited to:
 - a. arbitrary denial of access to instruction;
 - b. significant intrusion of material unrelated to the course;
 - c. significant failure to adhere, without legitimate reason, to the rules of faculty in the conduct of courses, to meet class, to keep office hours, or to hold examinations as scheduled;
 - d. evaluation of student work by criteria not directly reflective of course performance;
 - e. undue and unexcused delay in evaluating student work;
 - f. discrimination, including harassment, against a student on political grounds, or for reasons of race, color, religion, sex (including gender, pregnancy, childbirth, medical conditions related to breastfeeding), gender, sexual orientation, gender expression, gender identity, ethnic origin, national origin, ancestry, marital status, medical condition (cancer related or genetic characteristics), genetic information (including family medical history), HIV status, status as a covered veteran, or, within the limits imposed by law or University regulations, because of age or citizenship or for other arbitrary or personal reasons;
 - g. discrimination against students on the basis of physical or mental disability;

- h. use of the position or powers of a faculty member to coerce the judgment or conscience of a student, to cause harm to a student for arbitrary or personal reasons; and/or
- i. participating in or deliberately abetting disruption, interference or intimidation in the classroom.

C. OTHER RESPONSIBILITIES

1. Academic responsibility also includes the requirement that the Unit 18 faculty member abide by the following:
 - a. No compensation shall be paid to any Unit 18 faculty of the University unless actively engaged in the service of the University;
 - b. No one in the service of the University shall devote to private purposes any portion of the time due to the University nor shall any outside employment interfere with the performance of University duties; and
 - c. University regulations regarding disclosure of financial interest (Political Reform Act of 1974).
2. When the University makes significant changes or amendments to the above regulations set forth in C.1.c. that are within the scope of representation as they apply to Unit 18 faculty, the University will meet and confer with the AFT over such changes or amendments. Any meeting and conferring with the AFT shall not delay the implementation of such changes or amendments with respect to non-unit employees.

ARTICLE 4 NON-DISCRIMINATION IN EMPLOYMENT

A. NON-DISCRIMINATION

Within the limits imposed by law or University regulations, the University shall not discriminate or harass any Unit 18 faculty member on the basis of race, ethnicity, color, immigration status, religion, marital status, national origin, ancestry, sex, (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender expression, gender identity, physical or mental disability, medical condition, cancer-related condition or genetic characteristics, genetic information (including family medical history), HIV status, status as a covered veteran (special disabled veteran, recently separated veteran, Vietnam era veteran, or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Act of 1994, state military and naval service,) age, citizenship, political affiliation, or union activity.

B. SEXUAL HARASSMENT

Sexual Harassment is when:

1. Quid Pro Quo: a person's submission to unwelcome sexual conduct is implicitly or explicitly made the basis for employment decisions, academic evaluation, grades or advancement, or other decisions affecting participation in a University program or activity; or
2. Hostile Environment: unwelcome sexual or other sex-based conduct is sufficiently severe, persistent or pervasive that it unreasonably denies, adversely limits, or interferes with a person's participation in or benefit from the education, employment or other programs or activities of the University, and creates an environment that a reasonable person would find to be intimidating or offensive.
3. Sexual conduct includes sexual or romantic advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature.
4. Other sex-based conduct includes acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on gender, gender identity, gender expression, sex- or gender-stereotyping, or sexual orientation.
5. Consideration is given to the totality of the circumstances in which the conduct occurred.

- C.** If the definitions in the Sexual Violence Sexual Harassment Policy (“SVSH”) or University’s Discrimination, Harassment, and Affirmative Action in the Workplace Policy change, the new definitions will apply to this Article.

D. RESOLUTION PROCEDURES

1. If a Unit 18 faculty member files a timely grievance that includes an alleged violation of this article, the University shall forward such a complaint to the campus office responsible for formally investigating allegations of discrimination and/or sexual harassment. The grievance shall be held in abeyance during the time the investigation is ongoing, in accordance with the University’s SVSH Policy and/or the University’s Discrimination, Harassment, and Affirmative Action in the Workplace Policy.
2. Unit 18 faculty may file a Complaint directly with the Title IX or Equal Opportunity Office responsible for investigations at each campus location.
3. Nothing in this Article precludes Unit 18 faculty from filing a claim with an outside agency.
4. Unit 18 faculty shall have the right to be represented by the Union or another advisor in the complaint procedure.
5. The University’s Step 1 response will be issued within 10 calendar days after the Title IX Office or the Office of Equal Employment Opportunity process has concluded.
6. This procedure shall be in place for grievances alleging sexual harassment and/or discrimination in accordance with Section A and B above.
7. Nothing in this article shall preclude a Unit 18 faculty member from filing a sexual harassment complaint and/or other complaint alleging discrimination directly with the campus office responsible for formally investigating allegations of discrimination and/or sexual harassment in accordance with established timelines.
8. The Title IX Offices and the Offices of Equal Employment Opportunity responsible for investigations are listed in Appendix D.
9. No provision of this Article is intended to waive any rights of the Unit 18 faculty member under state and federal statutes.

ARTICLE 5

DESCRIPTION OF UNIT TITLES

A. GENERAL

This article provides a general description of the duties that correspond to the titles identified in Article 1 — Recognition. The definitions are for purposes of illustration and not limitation, and are not full descriptions of all duties and responsibilities assigned to members of the bargaining unit during the course of their employment. No appointees to these titles are members of the Academic Senate. Further, registered University of California students may not be appointed to these titles.

B. DEFINITIONS

1. The title **Lecturer**, whether used as an only title or as an additional title, shall be assigned to a professionally qualified appointee not under consideration for appointment in the Professorial series (in contrast to the usual expectation of Acting Appointees) whose services are contracted for certain teaching duties.
2. **Coordinators of Field Work** (2240, 2241, 2245, 2246) are academic appointees who are charged with the primary responsibility for the maintenance of the education standards and effective functioning of the field work course/practicum. Other academic duties may include serving on academic and administrative committees.
3. **Field Work Consultants** (2260, 2261, 2265, 2266) are academic appointees whose principal duties normally consist of consulting with social welfare agencies about arrangements for the field work course, advising and counseling graduate professional students about their programs, consulting with field work supervisors about the students' field work experience, and determining the field work grade. Other academic duties may include serving on academic and administrative committees.
4. **Field Work Supervisors** (2250, 2251, 2255, 2256) are academic appointees who normally are based in a social welfare agency where the appointee teaches the essentials of professional social work practice. Field work supervisors are responsible to the social welfare agency for the caseload assigned to the student unit and for such other duties and responsibilities as may be mutually agreed upon by the agency and the school. Other Field Work Supervisors are responsible for the supervision of the clinical practicum of students. Other academic duties may include serving on academic and administrative committees.

5. **Demonstration Teachers** (2210, 2211) are teachers who are employed in University Elementary Schools, in cooperating schools, or in other University-sponsored educational programs to demonstrate teaching procedures and practices to University student observers. Demonstration teachers also may assist these students in other assignments they may have.
6. **Child Development Demonstration Lecturers** (2284, 2285) are responsible for planning the teaching and activity programs of the nursery school. Child Development Demonstration Lecturers may supervise the work of several nursery school assistants, cooperate with individual faculty members and research staff in integrating the programs of the nursery school, administer standardized tests as part of the maintenance of research records, and confer with parents.
7. **Substitute Teachers** (2427, 2428) are teachers employed on a short-term basis to provide instruction in the absence of regularly assigned teachers, on a by-agreement basis, in the University Elementary School on the Los Angeles campus.
8. **Teacher-Special Programs** (2460, 2461) are teachers who normally teach non-regular classes to University and non-University students usually on a part-time by-agreement basis.
9. **Teacher - Lawrence Hall of Science** (2650, 2651) teach community based classes through the Lawrence Hall of Science to non-University students on a by-agreement basis.
10. **Supervisors of Teacher Education** (2220, 2221, 2222, 2223) are responsible for teacher education and teaching method programs. Supervisors of Teacher Education supervise the work of University students doing student teaching in elementary and secondary school classrooms. Supervisors of Teacher Education may also conduct teaching seminars, methods courses and other regular University courses. They shall be required to comply with state law(s) regarding active classroom participation.
11. **K-12 Instructors** (2440, 2441) shall design, conduct, support and manage comprehensive education programs for K-12 students.
12. **Geffen K-12 Instructors** (2430, 2431, 2432, 2433 - Geffen Educator) are educators at Geffen Academy at UCLA who design, conduct, and support a comprehensive education program for K-12 students.
13. **Summer Program Educators** (2434) support Geffen Academy's summer enrichment program(s), which include academic, athletic, and artistic growth and other endeavors.

- C. The term “Unit 18 faculty or instructional faculty” shall be used throughout this Agreement to refer to all instructional faculty and non-faculty employees within the unit. The use of the term “Unit 18 faculty or instructional faculty” shall not be understood to alter in any way the definition of the term “faculty” as used outside of the Agreement, including in APM 110 and in reference to the Academic Senate.
- D. In reviewing claims that an individual has been misclassified within the unit, or that a member of the unit has been assigned duties inappropriate for the position, an arbitrator shall interpret the above descriptions in the light of generally accepted normal duties associated with the position.
- E. Claims that the University has appointed an instructional academic appointee to an Adjunct Professor or Visiting Appointment title in violation of an express provision of the contract or the August 21, 2003 Switkes letter, but do not involve allegations that the University has changed agreed-upon terms and conditions of employment that have a generalized effect or continuing impact on the bargaining unit, shall be subject to the grievance procedure (Article 32) and the arbitration procedure (Article 33). As the moving party, the UC-AFT shall retain the burden of proof in each case. This provision does not apply where the Public Employment Relations Board (PERB) has issued a complaint that includes Article 5.E allegations.
- F. The UC-AFT shall pursue allegations that the University has changed agreed-upon terms and conditions of employment for Adjunct Professors or Visiting Appointment titles that have a generalized effect or continuing impact on the bargaining unit solely through PERB (unfair practice charge (UPC) or unit modification). If PERB declines to exercise jurisdiction (or issues a final ruling in which they determine they have no jurisdiction), because PERB determines that the challenged appointment does not constitute or arise out of a change to agreed-upon terms and conditions of employment that have a generalized effect or continuing impact on the bargaining unit, the UC-AFT may pursue the claim through contractual grievance and arbitration provisions provided that the Unfair Practice Charge originally filed with PERB would have satisfied the time limits for a grievance filed pursuant to the Grievance Article.
- G. With the exception of Adjunct Professor and Visiting Appointment titles, claims that a Unit 18 faculty member has been incorrectly appointed to a non-unit title shall be pursued solely through the Public Employment Relations Board (PERB) as either a unit modification or an unfair practice charge. Should PERB decline to exercise jurisdiction by either dismissing the charge or issuing a final ruling over the unfair practice charge, the UC-AFT may file a grievance within thirty (30) days from PERB dismissal or final ruling. Under no circumstances will a dispute that could be properly filed as a petition for unit modification be subject to the

Article 32 — Grievance Procedure, or Article 33 — Arbitration Procedure Processes.

- H. A final decision on the merits in one forum shall act as collateral estoppel in the other forum.

I. PROVISIONS APPLICABLE TO ARBITRATIONS UNDER SECTIONS E, F, G AND H ABOVE

In addition to the provisions in Article 33 — Arbitration, the following provisions shall apply:

1. The decision of the Arbitrator shall be final and binding but shall not be precedential in any other case.
 2. The Arbitrator's authority shall be limited to determining whether the individual should be in the bargaining unit. The Arbitrator shall have no authority to make a decision involving academic judgment.
 3. The Arbitrator has no authority to decide whether classifications should be in or out of the bargaining unit.
 4. Should the Arbitrator find that the individual should be in the bargaining unit, the remedies described in E.3. of Article 33 — Arbitration, may apply. Additionally, an arbitrator may determine whether the University is responsible for dues/fees for the duration of the back award, if any.
- J. The processes described in Section E, F, G, H and I above shall expire with the expiration of the Agreement in accordance with the Duration article and shall only be renewed by mutual agreement of the parties.

ARTICLE 6 ACADEMIC YEAR – APPOINTMENT

A. 9/12 ACADEMIC YEAR APPOINTMENT

1. When, prior to the commencement of the fall quarter/semester service period, it is the University's intention to appoint a Unit 18 faculty member for all three quarters or two semesters of the academic year in a single department, program, or unit, the University shall appoint the Unit 18 faculty member to an academic-year appointment (9/12 payment) title code.
2. The service period for 9/12 academic-year appointments shall be the start of the fall quarter or semester through the end of the spring quarter or semester (approximately nine [9] months). The pay period for academic-year appointments shall be July 1 through June 30, which is the twelve (12) consecutive calendar months of the fiscal year.

B. “1/9 PAYMENT” AND “1/10 PAYMENT” ACADEMIC YEAR APPOINTMENT

1. When, prior to the commencement of the fall quarter or semester service period, it is the University's intention to employ a Unit 18 faculty member for one quarter, two quarters, or one semester of the academic year in a single department, program, or unit, the University shall appoint the Unit 18 faculty member to a quarter-based appointment with a 1/9 payment title code or a semester-based appointment with a 1/10 payment title code.
2. The service period for quarter-based appointments shall be the start of the quarter through the end of the quarter dates, or the end of the subsequent quarter dates in two quarter appointments (paid on a 1/9 basis). The service period for semester-based appointments shall be the start of the semester through the end of the semester dates (paid on a 1/10 basis). The pay period for such appointments shall be the quarter or semester dates associated with the appointment made. See this link for campus pay dates:
<https://www.ucop.edu/academic-personnel-programs/compensation/academic-pay-schedules/index.html>

C. APPOINTMENTS MADE AT VARIABLE PERCENTAGES OF TIME

1. Unit 18 faculty appointed for a full academic year (9/12 academic year appointment) at a variable percentage of time in each quarter/semester will be considered to be on a variable time appointment for benefits purposes in accordance with Article 11 — Benefits.
2. Unit 18 faculty appointed for a full academic year (9/12 academic year appointment) at a variable percentage of time in each quarter/semester

will receive their annual salary in twelve equal monthly installments. Unit 18 faculty who receive their annual salary in twelve equal monthly installments over the period July 1 through June 30 are prepaid to some extent, e.g., pay begins in July for services not rendered until August (semester campus) or mid-September (quarter campus).

- a. When such a Unit 18 faculty member leaves University service before the end of an academic year or end of a quarter/semester or if there is a reduction in time pursuant to Article 17 — Layoff, Reduction in Time and Reemployment the total amount actually owed for services from the beginning of the quarter/semester to the time of departure or reduction in time may differ from the total of the salary installments received by the Unit 18 faculty member to date. The amount of salary actually due for services to the date of termination or reduction in time shall be compared with the total amount of pay already received. If the amount of pay already received exceeds the amount owed, the Unit 18 faculty member shall refund the difference to the University. If the amount owed exceeds the amount received, the University shall pay the difference to the Unit 18 faculty member.

ARTICLE 7a
PRE-SIX APPOINTMENT AND REAPPOINTMENT

A. GENERAL PROVISIONS

1. This Article applies only to pre-six 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.
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 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., below.

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

5. Except as provided for in this Agreement, 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 end date only in accordance with Article 16 — Medical

Separation, Article 17 — Layoff, Reduction in Time and Reemployment, or Article 30 — Discipline and Dismissal.

7. Unit 18 faculty 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 before making course assignments or reassignments.
9. Upon request, a department, program, or unit shall provide a Unit 18 faculty member access to their classroom observation reports, if any, and student evaluations of teaching in a timely manner.
10. When a Unit 18 faculty member teaches a course that is cross-listed with another department, program, or unit, the 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 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 Unit 18 faculty job opportunities at:
<http://www.ucop.edu/academic-personnel-programs/programs-and-initiatives/academic-job-openings/index.html>.
13. The Unit 18 faculty member is expected to perform their duties in accordance with the provisions of Article 3 — Academic Responsibility.
14. The input of qualified Continuing Unit 18 faculty in the appointment process is encouraged, but not required.

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, 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. A Unit 18 faculty member shall not have concurrent appointments at multiple UC campuses.
 - b. 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 Unit 18 faculty member would be considered by the University.
2. 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 Unit 18 faculty member's file at the former campus.

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 for 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 sixty (60) calendar days prior to the commencement of the first service period in the appointment, 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 a Unit 18 faculty member in a department, program, or unit, 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;
 - 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.
 - 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 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 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”
<https://ucaft.org/content/uc-aft-teaching-faculty-welcome-letter>;
- 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: (<https://ucaft.org/content/urgent-october-15-deadline-request-reappointment-please-read>).”

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 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 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 Agreement. Reductions of the existing appointment percentage shall be in accordance with Article 17 — Layoff, Reduction in Time and Reemployment.

E. PRE-SIX APPOINTMENTS – SPECIAL CONSIDERATIONS

1. When the University appoints 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 Unit 18 faculty 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 Unit 18 faculty 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 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 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 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:
 - i. 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;
 - ii. 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.i-ii 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. 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 Unit 18 faculty in the Pre-Six Academic Review process is encouraged, but not required.
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.

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.

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 Unit 18 faculty should be judged with proper reference to all assigned duties.

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 review file. 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.

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 J.2. and other material available to the department chair or equivalent. The assessment shall be made on the basis of demonstrated competence in the field, teaching ability, academic responsibility, and other assigned duties, which 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.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 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:
 - i. lack of work (unavailability of a course assignment for which the Unit 18 faculty is qualified, as determined by the University);
 - ii. programmatic need or change (consistent with this article) that results in a lack of work as defined in J.6.b.1). above;
 - iii. budgetary considerations (subject to Section K.5 that results in a lack of work as defined in J.6.b.1). above;
 - iv. 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;

- v. 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;
 - vi. assignment of course(s) to a pre-six Unit 18 faculty member on a time-limited or programmatic basis under Section E - Special Considerations;
 - vii. 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 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.
- 5. When making a reappointment decision, the University will not replace an individual Unit 18 faculty who has received a within range salary increase with a lower paid Unit 18 faculty solely to reduce salary costs.

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 E.1. or the provisions of section K.5 above. Allegations that the University made a reappointment decision in violation of a 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 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 Unit 18 faculty's performance or qualifications. In those instances where the University's decision or action was based on Unit 18 faculty's performance, the arbitrator shall have jurisdiction to review the Unit 18 faculty's academic review/personnel files, if any.
4. Special Enforcement Provisions

The following provisions apply to grievances alleging that the University has violated Section E.1., or K.5., above. Only the Union, and not individual Unit 18 faculty, may submit grievances alleging a violation of Sections E.1., or K.5., above.

- a. In any grievance involving Section E.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 E.1., above.
- b. When the Union alleges a violation of section E.1., and the University asserts that its decision comported with E.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 K.5., 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:
 - i. the name of the Unit 18 faculty who was not reappointed;

- ii. the department where the Unit 18 faculty has an appointment;
- iii. the courses taught by the Unit 18 faculty who was replaced;
- iv. the name of the lower-paid Unit 18 faculty who replaced the higher-paid Unit 18 faculty; and
- v. the courses taught by the lower-paid Unit 18 faculty.

d. Arbitrator's Remedial Authority

If an arbitrator finds that the University has violated the prohibition on Continuing Appointment avoidance set forth in Section E.1., or the provisions of Section K.5., above, their remedial authority shall not exceed ordering the University to immediately discontinue the practice or policy and consider the adversely affected 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.

ARTICLE 7b
PROCESS FOR ACHIEVING CONTINUING STATUS, EXCELLENCE REVIEW, AND
CONTINUING APPOINTMENTS

A. GENERAL PROVISIONS

1. This Article contains the policies and procedures that govern the process by which Unit 18 faculty achieve Continuing status.
2. The University retains sole discretion in the evaluation of a Unit 18 faculty member's performance.
3. When a Unit 18 faculty member receives an appointment that includes an 18th quarter, 12th semester, or 24th fiscal quarter of service in the same department, program, or unit, the University shall conduct the excellence review in accordance with this Article.
4. The University shall conduct the excellence review in the academic year in which the 18th quarter, 12th semester, or 24th fiscal quarter of service occurs, and the University shall complete the excellence review prior to the commencement of the 19th quarter, 13th semester, or 25th fiscal quarter. However, the University shall not be obligated to complete an excellence review if the Unit 18 faculty member does not perform service in an eighteenth (18th) quarter, twelfth (12th) semester, or twenty-fourth (24th) fiscal quarter. Following completion of the excellence review, the University shall notify the Unit 18 faculty member of the results.
5. If as a result of the excellence review the Unit 18 faculty member is deemed excellent, and the Unit 18 faculty member has performed service in the 18th quarter, 12th semester, or 24th fiscal quarter in the same department, program, or unit, the Unit 18 faculty member shall have Continuing status.
6. Conversely, if, as a result of this review, the University determines that the Unit 18 faculty member is not qualified to perform anticipated responsibilities at an excellent level in the department, program, or unit, the Unit 18 faculty member will be released at the end of the Unit 18 faculty member's appointment.
7. For Unit 18 faculty who have achieved Continuing status and for whom there is instructional need in the 19th quarter, 13th semester, or 25th fiscal quarter as defined in Section B below, the University shall provide notice of a Continuing appointment in accordance with Article 7c by the end of the 18th quarter, 12th semester, or 24th fiscal quarter, or as soon as practicable.

8. For Unit 18 faculty who have achieved Continuing status but for whom there is not instructional need in the 19th quarter, 13th semester, or 25th fiscal quarter, the University shall notify the Unit 18 faculty member by the end of the 18th quarter, 12th semester, or 24th fiscal quarter, or as soon as practicable, that they have the right of first refusal for two years for Unit 18 work for which they are qualified. This right of first refusal shall not abridge the reemployment rights of another Unit 18 faculty member, as specified in Article 17 — Layoff, Reduction in Time, and Reemployment.
9. Either Continuing status or a Continuing appointment, if any, shall commence at the start of a 19th quarter, 13th semester, or 25th fiscal quarter, regardless of when the excellence review is completed.
10. Nothing in this Agreement shall preclude a department, program, or unit from hiring a Unit 18 faculty member who has achieved Continuing status after the period of right of first refusal has expired. In such a hiring, the Unit 18 faculty member shall be hired as a Continuing Appointee.

B. INSTRUCTIONAL NEED

1. Instructional need to establish a continuing appointment shall exist when the University determines the following with respect to the nineteenth (19th) quarter, thirteenth (13th) semester, or twenty-fifth (25th) fiscal quarter:
 - a. there is a departmental need for courses to be taught by Unit 18 faculty in the area in which the Unit 18 faculty member has taught; and
 - b. the Unit 18 faculty member is qualified to teach those courses; and
 - c. a Continuing Appointee is not already expected to teach the course(s).
2. Instructional need to establish a continuing appointment will not exist when:
 - a. Senate Faculty is designated to teach the course(s) during the next academic year previously assigned to the Unit 18 faculty member;
 - b. Graduate Academic Student Employee (ASE) whose training is in the same department or related discipline, or where the

assignment is made pursuant to an academic plan for pedagogical training of the ASE, are designated to teach the course(s) previously assigned to the Unit 18 faculty member during the next academic year;

- c. An unanticipated distinguished Visiting Professor, or Adjunct Professor, is designated to teach the course(s) during the next academic year previously assigned to the Unit 18 faculty member;
- d. The assignment of the Unit 18 faculty member to teach the course(s) conflicts with established departmental academic program requirements for intellectual diversity, as outlined in Article 7A – Section E. 2. b.

C. SPECIAL NOTICE REQUIREMENT FOR ANTICIPATED REDUCTION OF INITIAL CONTINUING APPOINTMENT

If, prior to the issuance of the Letter of Continuing Appointment, the University determines that a Unit 18 faculty member who has been appointed to an 18th quarter, 12th semester, or 24th fiscal quarter will have an initial continuing appointment percentage that is less than the Unit 18 faculty member's minimum appointment percentage during the previous Two-Year Reappointment the University will provide notice to the Unit 18 faculty member as soon as practicable, with a copy to the Union.

D. EXCELLENCE REVIEW PROCESS

- 1. A Unit 18 faculty member may request an extension of the review deadlines due to a leave of absence taken under Article 12 - Leaves. Such requests shall not be unreasonably denied.
- 2. A Unit 18 faculty member being evaluated may provide letters of assessment from individuals with expertise in the Unit 18 faculty member's field, and/or other relevant materials to the review file prepared by the University, which shall be included as part of the evaluation process. Those from whom letters may be provided include but are not limited to:
 - a. Departmental Unit 18 faculty;
 - b. Departmental Academic Senate Faculty;
 - c. other academic appointees;
 - d. students; and/or
 - e. others external to the University of California.

3. A committee shall review and make recommendations about the Unit 18 faculty member's performance pertaining to the Excellence Review for Continuing Appointments. The committee shall be at the departmental level, except where not practicable, in which case it will be as close to the departmental level as is practicable (e.g., school, division or college). Such committees will be comprised of academic appointees with sufficient knowledge of the Unit 18 faculty member's field of expertise. The membership of the Excellence Review committee is not confidential.
4. The University shall make reasonable efforts to ensure that a qualified Unit 18 faculty member will participate on such review committees although no individual shall be required to serve on the committee. Unless the Unit 18 faculty member on the committee is a standing appointment, the Unit 18 faculty member being reviewed shall be consulted about the Unit 18 faculty appointment on the committee. Care shall be taken to ensure that the committee is composed of faculty who can offer a fair and neutral assessment of the Unit 18 faculty member's performance. The Unit 18 faculty member on the review committee shall be under the same obligation as any other member of the personnel committee with respect to the confidentiality of the review process.
5. The Unit 18 faculty member being reviewed may provide a written list of suggested peers from whom input may be solicited and/or identify qualified persons from whom input may be solicited. The Unit 18 faculty member being reviewed shall be afforded an opportunity to raise concerns about possible bias on the part of individuals involved in their review. Any such statement provided by the Unit 18 faculty member shall be included in the academic review file.
6. The Unit 18 faculty member may submit a written response to the recommendation from the department, program, or unit, which shall be included in the Unit 18 faculty member's excellence review file.
7. An evaluation of a Unit 18 faculty member shall be based on an academic review file. The academic review file shall contain only material relevant to consideration of personnel action. Performance-based decisions concerning appointment to a Continuing Appointment and termination for non-excellence shall be based upon the material contained in the academic review file.
8. According to campus procedures, the University shall notify the Unit 18 faculty member of the Excellence Review decision.

E. EVALUATION CRITERIA

1. Evaluations of the academic qualifications or performance of Unit 18 faculty for purposes of consideration for a continuing appointment shall be made on the basis of demonstrated excellence in teaching, academic responsibility, and other assigned duties.
2. Evaluation Criteria for the Excellence Review is referenced in Article 31 - Academic Review Criteria.
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 Unit 18 faculty member should be judged with proper reference to assigned teaching responsibilities.
4. Length of service and continued competence as a pre-six Unit 18 faculty member alone are not justification for achieving Continuing Status.

F. 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 excellence or non-excellence and thereby compel the University to make or continue an appointment. Nevertheless, the Arbitrator shall have the authority to resolve factual disputes related to Section B.2.
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 performance review process.

ARTICLE 7c CONTINUING APPOINTMENTS

A. GENERAL PROVISIONS

1. This Article applies to Unit 18 faculty who have Continuing status or a Continuing Appointment and for whom instructional need has been established in a department, program, or unit.
2. Except as provided for in this Agreement, the University has the sole discretion to make determinations regarding instructional need for courses to be taught by Unit 18 faculty, the regularly scheduled time and location of a course, who is assigned to teach specific courses, and evaluation of Unit 18 faculty performance. Such decisions are not subject to the grievance or arbitration provisions of this Agreement except to the extent the grievance alleges a violation of a provision of this Article that is otherwise grievable and arbitrable.
3. Whenever possible, the University will consult with a Unit 18 faculty member before determining course logistics or assignments.
4. The University may reduce the initial appointment of a Continuing Appointee in accordance with the provisions of Section B.1.b of this Article. The University may terminate or reduce the appointment of a Continuing Appointee only in accordance with the provisions of Article 16, Medical Separation, Article 17 – Layoff, Reduction in Time, and Reemployment, or Article 30 – Discipline and Dismissal.
5. The University shall not reduce the appointment percentage in the academic year prior to the year in which the Excellence Review is conducted or in the review year itself solely in order to avoid continuing appointment levels that reflect actual need.
6. A Continuing Appointment does not create entitlement to tenure or security of employment nor does it guarantee specific teaching assignments.

B. ESTABLISHING THE CONTINUING APPOINTMENT PERCENTAGE

The appointment percentage for a continuing appointment shall be in accordance with the following provisions:

1. Continuing Appointment Base: The University will make all appointments at a specific appointment base percentage, in accordance with this section.

- a. The Unit 18 faculty member's initial continuing appointment percentage shall be at least equal to the Unit 18 faculty member's minimum appointment percentage during the previous Two-Year Reappointment. However, the initial continuing appointment percentage may be lower than the percentage appointment of the previous academic year if the University determines that the courses taught by a Unit 18 faculty member in the previous academic year will not be offered or taught by the Unit 18 faculty member because:
 - i. Instructional Need does not exist pursuant to Article 7b., Section B.2., or
 - ii. The courses will be taught by a Unit 18 faculty member with more service and there are no other courses taught by less senior Unit 18 faculty members in the area within the department, program or unit where the candidate for continuing appointment has been teaching and is qualified to teach.
- b. When the initial continuing appointment percentage is reduced by no more than a single course after the Unit 18 faculty member received the written confirmation of their initial appointment percentage pursuant to Section C.2., below, the University will provide the Unit 18 faculty member thirty (30) days notice or pay in lieu of notice. The University shall also inform the Unit 18 faculty member in writing of the specific reasons for the lower appointment percentage, with a copy to the Union.
- c. Nothing shall preclude the University from establishing a higher initial continuing appointment percentage.
- d. The University will provide the Unit 18 faculty member with written confirmation of the Unit 18 faculty member's base appointment percentage at least fifteen (15) calendar days before the beginning of the academic term in which the Continuing Appointment begins.

2. Augmentation:

The department, program or unit in which the Unit 18 faculty member has the Continuing Appointment may permanently augment a Continuing Appointee's appointment base. Augmentations to the base appointment shall become part of the base appointment except as provided in this section and Section 3. below.

- a. Augmentations or appointments made by a department, program or unit other than the one in which the Unit 18 faculty member has a continuing appointment shall not be added to the continuing appointment base.
 - b. The department, program, or unit may only reduce this new appointment percentage pursuant to the provisions of Article 17 - Layoff, Reduction in Time, and Reemployment.
- 3. Temporary Augmentation:

Augmentations made to continuing appointments which are of a distinct and finite period of one year or less shall not be added to the Unit 18 faculty member's continuing appointment base. When the University assigns a Unit 18 faculty member a temporary augmentation for the same course in three or more consecutive academic years, the Unit 18 faculty member shall have a permanent augmentation to the appointment base. Temporary augmentations meet temporary academic instructional needs. These temporary academic instructional needs may result from:

 - a. faculty leaves;
 - a. circumstances which require emergency course coverage;
 - b. the need to deliver instruction until newly hired ladder rank faculty are scheduled to begin teaching;
 - c. temporary and/or unanticipated fluctuations in enrollment; or
 - d. programmatic change designed to meet the academic mission of the University.
- 4. Any augmentations outside the department, program or unit in which the Unit 18 faculty member received a continuing appointment will be treated as a separate appointment.
- 5. If a Unit 18 faculty member is laid off or otherwise separated from the department, program, or unit in which the Unit 18 faculty member has a continuing appointment, another department may employ the Unit 18 faculty member in accordance with local appointment procedures.
- 6. The parties recognize that there will be instances in which additional courses become available to which the University has decided it will assign Unit 18 faculty. In such instances, the University will give consideration to a qualified Continuing Appointee who is less than one

hundred percent (100%). The determination of who is assigned is at the sole discretion of the University.

7. The parties recognize that there will be instances when the University will need to add sections of courses that are currently being taught by Continuing Appointees. If the University adds such a section, it will give consideration to assigning the section to a Continuing Appointee under the following conditions:
 - a. the Continuing Appointee is qualified to teach and has previously taught the course in the department, program or unit;
 - b. the augmentation to the Continuing Appointee's appointment will not cause the appointee's workload to exceed 100%.

Notwithstanding the University's obligation in this section, the University retains the sole discretion to assign the course to another academic appointee.

C. LETTER OF CONTINUING APPOINTMENT

1. Letters of Continuing Appointment shall be consistent with this Agreement.
2. When a Unit 18 faculty member is offered a continuing appointment, the Unit 18 faculty member shall be informed in writing of:
 - a. the title of the position;
 - b. the annual salary rate;
 - c. the percentage of time;
 - d. the gross quarter-by-quarter or semester-by-semester in-unit monthly earnings and a link to the payroll calendar;
 - e. the name of the employing department, program or unit;
 - f. the date upon which the appointment commences;
 - g. the course(s) and/or other assigned duties, and general responsibilities;
 - h. the name of the department chair, program, or unit head or other person to whom the Unit 18 faculty member reports;
 - i. 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>.”

- j. the phrase: “You are represented by a union, the UC-AFT. You may learn more about UC-AFT, including how to join as a member, at ucaft.org. The terms and conditions of your appointment are contained in your collective bargaining agreement, which you may access at <https://ucaft.org/content/unit-18-mou>.”

D. MERIT REVIEW ELIGIBILITY

1. A Unit 18 faculty member shall be considered for a merit increase at least once every three years following the commencement of the Unit 18 faculty member’s initial Continuing Appointment.
2. The criteria for evaluation of Unit 18 faculty performance are included in Article 22 – Merit Review and Article 31 – Academic Review Criteria.

E. GRIEVABILITY AND ARBITRABILITY

1. Allegations of procedural or factual violations of this Article shall be subject to the full grievance and arbitration provisions of this Article.
2. 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 with respect to instructional need, academic qualifications, or determinations of excellence or non-excellence and thereby compel the University to make or continue an appointment or assign a Unit 18 faculty member to a particular course/assignment.

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 performance. Merit increases and promotions under this Article are not automatic.
3. Senior Continuing Lecturer performance shall be evaluated in accordance with Article 31 – Academic Review Criteria 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. A 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. A 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 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 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 and Promotional Review Procedures for Continuing Appointees, and Article 31 - 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.

ARTICLE 8 INSTRUCTIONAL SUPPORT

A. INSTRUCTIONAL RESOURCES

1. The University shall provide access to facilities, services, texts, and instructional support that is reasonably necessary for Unit 18 faculty to complete their assigned duties and responsibilities, including but not limited to:
 - a. office and desk space;
 - b. desktop computer or laptop computer (laptop loan programs may be established by each campus and may be distributed on a campus/department/program/unit basis);
 - c. training and support for web-based tools;
 - d. appropriate storage space to secure files, books, student work and personal effects, where practicable;
 - e. office, laboratory, and instructional equipment;
 - f. mailbox and email;
 - g. office supplies;
 - h. text, and/or reading materials;
 - i. printing and photocopying equipment;
 - j. confidential document disposal.
2. Computer labs or copy rooms shall not be substituted for office space as described in A.1.a. above.
3. Laptop computer loan program

A campus/department/program/unit may institute a laptop loan program. The laptop computer must be returned to the initiating office no later than the end of the appointment or the Unit 18 faculty member is liable for the replacement cost.
4. Unit 18 faculty shall have access to email and online course databases fourteen (14) calendar days before the start of the assigned teaching responsibilities, whenever practicable.

5. Unit 18 faculty shall have access to University email in accordance with local campus policies and procedures in effect at the time of separation.
6. To the extent that infrastructure and/or resources are available:
 - a. Unit 18 faculty teaching courses and sections shall be listed by name on the updatable online schedule of classes;
 - b. Unit 18 faculty shall be listed in the campus online directory;
 - c. Continuing Appointees shall be listed on the departmental web site, and may be provided access to their own faculty web page; and
 - d. Pre-six Appointees may be listed on the departmental web site, and may be provided access to their own faculty web page; and
 - e. Continuing Appointees shall be included in physical directories, e.g. building signage, where it exists.
7. The University will fill Unit 18 faculty requests for Teaching Assistant and Reader support, based on department procedures and available resources (personnel and budget).

B. SUBSTITUTE FOR INSTRUCTIONAL DELIVERY

If a Unit 18 faculty member is unable to fulfill the instructional duties with respect to a scheduled class and a suitable arrangement cannot be made to provide for the delivery of necessary instruction, the Unit 18 faculty member may request University assistance in arranging a substitute to satisfy the instructional obligations of the course. If the University decides that a substitute is appropriate and necessary, the University shall assume all related expenses, if any, for the substitute.

C. GRANTS AND TEACHING AWARDS

1. Unit 18 faculty may apply for grants for instructional improvement and course development and may apply or be nominated for teaching awards. Unit 18 faculty are eligible for and may request course support funds, and such requests shall not be capriciously denied, or denied solely on the basis of bargaining unit membership.
2. Information pertaining to available campus instructional grants and awards shall be made available to Unit 18 faculty by the same means as those used for other instructional appointees.

3. At the sole discretion of the University, a Unit 18 faculty member may be granted Principal Investigator status in accordance with Contracts and Grants Policy.

D. INFORMATION REQUESTS

If the Union files an information request for a campus' instructional development grants for the preceding academic year, the University shall include the names, funding request amounts, and actions on those requests for all Unit 18 faculty.

E. ARBITRATOR'S AUTHORITY

In any grievance alleging a violation of this Article, the Arbitrator shall have no authority to review the University's decisions whether or not to provide grants for instructional improvement and/or course development, or to bestow a teaching award under Section C.1. The arbitrator shall have no authority to modify University procedures in Section A. or to substitute their judgment for that of the University with regard to the determination of whether infrastructure or resources are or are not available, as described in Section A.

ARTICLE 9
PROFESSIONAL CONCERNS, MEETINGS, AND PROGRAMS

A. ATTENDANCE AT PROFESSIONAL MEETINGS

1. All Unit 18 faculty are eligible to apply for professional leaves in accordance with other leaves with or without pay. Unit 18 faculty may be granted leave to attend professional meetings and programs. In each case payment of fees, payment of related costs, and pay status are at the sole discretion of the University.
2. When the University requires attendance at a professional meeting or program, the University will notify the Unit 18 faculty member in writing and will pay the fees and related costs. Programs which are suggested or recommended are not "required" within the meaning of this Article.
3. When a leave has been granted pursuant to this Article, the University will notify the Unit 18 faculty member in writing of the period of the leave, the pay status of the Unit 18 faculty member during the leave, and which fees or related costs, if any, will be paid.
4. During the period of leave, the Unit 18 faculty member shall be responsible for fulfilling instructional duties other than providing instruction and meeting student contact hours. The Unit 18 faculty member, whenever possible, agrees to consult with and assist the University in securing a replacement for providing instruction and office hours, or alternatively fulfilling those duties.
5. The University acknowledges that when Unit 18 faculty choose to not attend optional professional meetings, programs or trainings, the University will not include the lack of attendance in performance reviews.
6. Consistent with applicable University policies, nothing in this Article precludes Unit 18 faculty from obtaining funding to pay for the costs of professional development from sources outside of the Professional Development Fund Pool.

B. COMMITTEES

1. In an effort to encourage and facilitate unit member participation on University and/or Academic Senate committees, the Union hereby authorizes its members to participate in any and all Academic Senate committees and hereby specifically agrees not to accuse or charge the University with violations of HEERA in relation to said participation. This express waiver does not waive or modify in any way the Union's right to

meet and confer with the University.

2. In the event either the University or the Union seeks to pursue unit member participation on University committees dealing with terms and conditions of employment the parties will meet and discuss such participation on a case-by-case basis. In the event no agreement is reached, the Union retains all of its rights under HEERA.

C. PROFESSIONAL DEVELOPMENT FUND POOL

Campuses will maintain the Professional Development Fund Pool dedicated to providing support for professional development of Unit 18 faculty. This Development Fund and program is separate from the program referenced in Article 8 - Instructional Support. This Professional Development Fund Pool will be administered as follows:

1. The Professional Development Fund Pool will be funded annually on October 1 and shall be placed in a special campus account. Effective Fiscal Year 2021-2022, each campus will allocate \$250 per Unit 18 faculty Full Time Equivalent (FTE), based on the October 1, 2019 FTE count. The University shall adjust the Full Time Equivalents on October 1, 2022. This allocation is a minimum amount and shall not preclude the allocation of additional funds at the discretion of the University.

2. Special Fiscal Year 2020-2021 Provisions

a. Individual Awards/Allocations

Unit 18 faculty who received an award in Fiscal Year 2019-2020, and were unable to use the funds during Fiscal Year 2020-2021, will have the opportunity to use those same awards during Fiscal Year 2021-2022 without resubmission.

b. Fund Pool Balances

Any unallocated balances as of June 30, 2021 shall be added to the Fiscal Year 2021-2022 professional development fund pool.

3. Rollover Cap

Commencing Fiscal Year 2021-2022, up to \$25,000.00 of unallocated professional development funds remaining from the previous fiscal year, if any, shall rollover to the next fiscal year.

4. Individual Unit 18 faculty will be eligible to submit requests for funding to support proposals for professional development, including but not limited

to professional meetings, training seminars, software, and paid leave, all of which should be in support of pedagogical endeavors. Only those Unit 18 faculty with continuing appointments will be eligible to submit requests for paid leave.

5. The University will establish a UC-AFT Council on Professional Development on each campus. The Council shall comprise five (5) Unit 18 faculty. The appropriate University official will appoint the Council members from a list of nominations provided by the UC-AFT. The Council shall develop and revise guidelines, criteria and procedures in accordance with campus protocol for awarding professional development funds. The Council will review applications and make recommendations to the appropriate University official for final approval. All approved applications shall receive the dispersal of funds as recommended by the UC-AFT Council on Professional Development, provided the recommendations do not exceed the funds in the pool.
6. Unit 18 faculty participation on the UC-AFT Council on Professional Development is voluntary.
7. The University shall post the names and departments of the members of the campus UC-AFT Council on Professional Development on the Academic Personnel campus website and include their names and departments in the call for proposals.

D. COPYRIGHT

1. University copyright policies that apply to all faculty, including Senate Faculty, in the areas of intellectual property and distance education shall apply to Unit 18 faculty.
2. Unit 18 faculty are "Designated Instructional Appointees" as this term is used in the Policy on Ownership of Course Materials.

E. ENFORCEMENT

In any grievance alleging a violation of this Article, the Arbitrator shall have no authority to review or modify the University's decisions whether or not to provide funds to a particular Unit 18 faculty for professional development.

ARTICLE 10 PERSONNEL AND REVIEW FILES

A. GENERAL PROVISIONS

1. Personnel Files

- a. The University shall designate an office in which the personnel file shall be maintained. The University shall also designate an office with overall responsibility for personnel files. Where necessary for administration of the Unit 18 faculty member's employment, materials may be kept in other offices and/or in a secure online site.
- b. Personnel files shall, except with the written consent of the Unit 18 faculty member, contain only those records necessary and appropriate to the administration of the Unit 18 faculty member's employment at the University. It is recognized that some routine information (e.g. payroll and benefits information) may be kept in forms other than that included in the personnel file. Personnel actions may not be based on any material that is not part of the official personnel file.
- c. Any non-confidential item placed in a personnel file shall be clearly identified as to its source or originator and its date of receipt by the University.
- d. Grievance documents and documents referring to, or arising out of, a grievance shall not be contained in the official personnel file. Grievance materials shall be kept separately.

2. Review Files

Review files are developed in preparation for the performance assessment of the Unit 18 faculty member undertaken in accordance with the Agreement. Review files may contain both confidential and non-confidential academic review records, as described below. An individual's review file shall contain only material relevant to consideration of the performance or merit determination. Correspondence involving potential disciplinary actions that do not result in disciplinary actions shall not be included in the review file. Materials involving final disciplinary action may be included only to the extent that such material is relevant to the action for which the review file has been assembled. Performance and merit determinations shall be based solely upon the material contained in the individual's review file. No materials excluded by this article from files may be included in review files.

B. ACCESS BY INDIVIDUALS OTHER THAN THE UNIT 18 FACULTY MEMBER

Access by University representatives and employees to confidential and non-confidential material in personnel files and personnel review records (synonymous with confidential academic review records as referenced in Appendix F - Definitions of Confidential and Non-Confidential Academic Review Records), and other confidential information shall be strictly limited to those representatives and employees who need access to information in the personnel filed in the performance of their officially assigned duties, provided that such access is related to the purpose for which the information was acquired. Members of the public and non-governmental entities shall not have access to confidential personnel files except as required by law.

C. RIGHT TO INSPECT

1. Upon reasonable notice to the office designated to maintain the official personnel file/ review file, Unit 18 faculty shall have the right to inspect all non-confidential reports, documents, correspondence, and other material in their official personnel file(s)/review file(s) and in personnel files maintained at the departmental level. Unit 18 faculty shall be entitled to copies of confidential material, if any, in their personnel files(s) and review files, which may be redacted to the extent necessary to maintain the anonymity of the sources of the information. Unit 18 faculty shall have the right to have a Union representative or another person of their choice accompany them to inspect their file(s), so long as the person chosen is not a supervisor, manager or confidential employee.
2. Unit 18 faculty may give written authorization to a representative to review their file(s) in their absence. The written authorization shall be valid for thirty (30) calendar days from the date of the signature of the authorization or within a written time limit specified by the Unit 18 faculty member, whichever is shorter. The representative shall be entitled to examine all non-confidential material. Records protected by recognized legal privilege and records exempted from disclosure by law may be withheld from the Unit 18 faculty member and their representative. Subject to these exceptions, unsolicited documents which request confidentiality shall be returned to the originator or destroyed.

D. RIGHT TO COPY MATERIAL

Under normal circumstances, within ten (10) working days of a written request, a Unit 18 faculty member shall be given a complete copy of the requested non-confidential items in the personnel file and a listing of the types of confidential material within the file. If a written request for a redacted copy of confidential material is received by the University, the request shall be fulfilled

within thirty (30) working days, under normal circumstances. The University will provide the first copy of such material at no cost to the Unit 18 faculty member. Subsequent copies will be provided at a cost of ten cents (\$.10) per page.

E. RESPONSES TO MATERIALS IN PERSONNEL AND REVIEW FILES

In accordance with established academic review policies and procedures, Unit 18 faculty may have responses or documentation attached for the purpose of challenging or responding to materials in the personnel and review files. Any response shall, unless the Unit 18 faculty member requests otherwise, become a part of the Unit 18 faculty member's personnel and/or review files, as applicable. Unit 18 faculty may request, in writing to the designated administrative officer, deletions and/or corrections of materials from their personnel and/or review files. Within 30 calendar days, the appropriate administrative officer shall determine whether a requested correction in a statement of fact or a requested deletion will be made. If material is corrected in or deleted from the personnel and/or review files, in accordance with this section, the University shall ensure that the same material is also corrected in or deleted from copies of those records in all locations where such copies are maintained.

F. DISCIPLINARY MATERIALS

1. Personnel Files

- a. Copies of documents, including letters, that relate to final disciplinary action taken by the University shall, upon being placed in the Unit 18 faculty member's personnel files, be provided to the Unit 18 faculty member. The Unit 18 faculty member's written comments, if any, regarding such documents shall, upon request of the Unit 18 faculty member, be placed in their personnel files. Documents concerning disciplinary action that do not result in final disciplinary action shall not be included in the files.
- b. When it comes to the attention of the University (e.g. through a review of files, or at the request of the Unit 18 faculty member) that a Unit 18 faculty member's personnel files contain documents older than two years that pertain to disciplinary action not related to the Unit 18 faculty member's performance, such documents will be removed from the Unit 18 faculty member's personnel files if there have been no other warnings or discipline pertaining to the same or similar conduct that resulted in the earlier disciplinary action during the two-year period.
- c. Notwithstanding the above provisions, copies of documents, including letters, that the University is required to maintain to fulfill

its legal obligations, may be retained in the Unit 18 faculty member's personnel files.

2. Review Files

Copies of any letters or documents that are otherwise permitted under this Agreement and University policy, including documents pertaining to disciplinary actions, may be included in the Unit 18 faculty member's review file, insofar as the letters or documents pertain to the Unit 18 faculty member's performance under the criteria of this Agreement during the review period.

G. MATERIAL EXEMPTED FROM GRIEVANCE AND ARBITRATION PROCEDURES

Confidential material, personal information, legal privilege, and records, to the extent that each of these is exempted by law from disclosure under the California Evidence Code or by other statutes and relevant case law, shall not be subject to disclosure through Article 32 - Grievance Procedure or Article 33 - Arbitration. In disputes concerning whether material is exempted by law from disclosure, the Grievance Hearing Officer or Arbitrator may, if necessary to resolving such controversy, examine the material in camera (outside the presence of the parties) and rule on the confidentiality of the material, unless examining the material in camera would be prohibited by law. Where confidential material is relevant to resolving a grievance or arbitration, the material may be examined in camera by the Hearing Officer or Arbitrator.

ARTICLE 11 BENEFITS

A. GENERAL CONDITIONS

1. Eligible Unit 18 faculty may participate in the retirement, medical, dental, and other benefit programs to the same extent as other eligible faculty, including Senate Faculty, at the University.
2. Unit 18 faculty covered by alternative retirement plans are subject to the provisions of those retirement plans.
3. Unit 18 faculty shall pay costs in excess of University contributions, and employee costs for plans to which the University does not contribute, normally through payroll deduction.
4. The University may, at its sole discretion during the term of this Agreement, alter in any way its health and welfare programs, including the retiree health benefit program, retirement system plans, and/or other benefits. Such alterations include, but are not limited to, adding new program or plan benefits, altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and University rates of contribution, or changing the carrier for established plans or programs.
 - a. If the University alters the health and welfare programs, retirement system plans benefits, or other benefits, the alterations will apply to eligible Unit 18 faculty in the same manner as they apply to other faculty, including Senate Faculty, at the same campus.
 - b. The University shall provide written notice and shall meet and confer with the AFT prior to implementation if any of the following circumstances are met:
 - 1) proposed alterations that affect only Unit 18 faculty;
 - 2) alterations in the University policy regarding mandatory retirement age affecting Unit 18 faculty. Criteria regarding mandatory retirement age will be as set forth in statute and University policy; or
 - 3) establishment of an additional new pension plan or tier, with the exception of the 2016 tier of UCRP; or

- 4) reduction of Health and Welfare benefits in a manner that disproportionately impacts benefits eligible part-time bargaining unit members.
- c. It is understood that if the UC-AFT does not request to meet and confer within thirty (30) calendar days of receiving notice regarding alterations arising pursuant to Section A.4.b., the University may implement the proposed changes for Unit 18 faculty.

B. UNIVERSITY OF CALIFORNIA RETIREMENT PLAN (UCRP)

1. Eligibility

Specific eligibility and benefits under each plan are governed entirely by the terms of the applicable UCRP Plan Documents, custodial agreement, and state and federal laws. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

2. Employee Contribution Rates

- a. All unit employees that are members of the 1976 Tier shall contribute at a rate of 8% of covered compensation (minus \$19 per month).
- b. All unit employees that are members of the 2013 Tier shall contribute at the rate of 7% of covered compensation.
- c. All unit employees that are members of the 2016 Tier shall contribute at the same rate as the 2013 Tier.

3. If a 1/9 or 1/10 Academic Year Unit 18 faculty member becomes UCRP eligible, based on their appointment percentage and duration, or via the 750-hour rule as outlined in the UCRP Plan Document and Regulations, the 1/9 or 1/10 Academic Year Unit 18 faculty member will receive accelerated UCRP Service Credit, in accordance with UCRP Plan Regulations.

C. HEALTH AND WELFARE

1. Eligibility

- a. Specific eligibility and benefits under each plan are governed entirely by the terms of the applicable Plan Documents, custodial agreement, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. For details

on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

2. Employee Contribution Rates

Unit 18 faculty shall be eligible to maintain their current UC-sponsored health and welfare benefits (the “Benefits Bridge Period”) when they are not on active pay status and are between Unit 18 faculty appointments if they satisfy the following conditions:

- a. The first day prior to the commencement of the Benefit Bridge Period, the Unit 18 faculty member is a member of a University Group Insurance Plan;
- b. The Unit 18 faculty member has a written commitment for reemployment in the bargaining unit at the end of the Bridge Period;
- c. The Unit 18 faculty member pays the regular Group Plan Rate for the entire gross benefits premiums (employee plus UC cost); and
- d. Such payment shall be paid in advance each month, directly to the UCPath Finance Office.

The standard benefits eligibility rules shall apply during the Benefit Bridge Period.

2. Unit 18 faculty appointed for a full academic year at a variable percentage of time in each quarter/semester will be considered to be on a variable time appointment for health and welfare benefits purposes. The percentage of appointment for determining initial eligibility for health and welfare benefits for variable time appointments will be determined by averaging the appointment percentages of all quarters/semesters for the academic year.
3. Unit 18 faculty who teach in Summer Session shall not be disadvantaged with respect to eligibility for health and welfare benefits.

D. ENUMERATION OF UNIVERSITY BENEFITS

For informational purposes only, a brief outline of University benefits can be found at:

<https://ucnet.universityofcalifornia.edu/compensation-and-benefits/health-plans/index.html>.

E. HOUSING PROGRAMS

A broad set of housing programs are available on the campuses. These programs include faculty rental housing, mortgage assistance programs, faculty home loan programs, housing allowance, short-term housing loan programs, salary differential housing allowance, and housing for sale on University land. The eligibility and availability of each of these programs vary substantially from campus to campus and are in accordance with local rules and procedures. Specific eligibility and benefits are governed entirely by the terms of the applicable campus plan.

F. MEETINGS

The University agrees to hold meetings twice per year to provide information to the UC-AFT regarding University-wide benefit plans, coverage, benefit schedules, carriers, providers, premium rates, eligibility criteria, and the amounts, if any, or University/Unit 18 faculty contributions. At these meetings, the UC-AFT may provide information and comment to the University regarding University-wide benefits.

G. LOCAL BENEFITS

Except as provided above regarding housing programs, Unit 18 faculty are eligible, according to local campus procedures, for local benefits to the same extent as are other eligible faculty, including Senate Faculty, at the same campus, including but not limited to, parking, child care, etc. The University may alter in any way, at its sole discretion, any aspect of local benefits, and if the University does so, such changes will apply to Unit 18 faculty eligible for these benefits to the same extent as they apply to other eligible faculty, including Senate Faculty at the same campus.

ARTICLE 12
LEAVES OF ABSENCE AND ACTIVE SERVICE MODIFIED DUTIES

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A. GENERAL PROVISIONS

Subject to the provisions of this Article, leaves of absence may be with or without pay, may be for medical purposes and/or non-medical reasons, and are subject to the approval of the University.

1. If state or federal law requires that the University offer any leave in a manner that is more generous to employees than is currently provided in this Article, the University will comply with the law.
2. Unit 18 faculty members shall be advised in writing of the reason(s) for the denial of a leave request, and the reason(s) shall not be capricious or unreasonable.

3. No Unit 18 faculty member shall be denied reappointment, promotion, continuing status or a continuing appointment, or merit increases as a result of application for, or receipt of, requested leaves.
4. No Unit 18 faculty member shall have their duties unreasonably modified upon return from leave. Whenever possible, the University agrees to consult with the Unit 18 faculty member in the determination of the Unit 18 faculty member's assignment upon return from leave.
5. Unit 18 faculty members on approved leave may defer their merit review in accordance with Article 22.
 - a. At the request of a Pre-Six Unit 18 faculty member who has been granted Pregnancy Disability Leave and/or Parental Bonding Leave for one partial quarter or semester, the partial quarter or semester need not be counted towards eligibility for excellence review as defined in Article 7b., Section A.4. The Pre-Six Unit 18 faculty member shall submit the written request to the University within ten (10) calendar days of returning from the Pregnancy Disability Leave and/or Parental Bonding Leave.
6. No leave will be granted for any period beyond the ending date of the Unit 18 faculty member's current appointment service period.
7. A paid leave of absence shall not be granted at a percentage time greater than that of the Unit 18 faculty member's appointment.
8. Unit 18 faculty members on approved leaves of absence without pay may elect to continue University provided benefits in accordance with the University's benefits regulations. For benefits continuation during FML, see Section B. For benefits continuation during leaves other than Family and Medical Leave (FML), as defined in Section B, Unit 18 faculty members who so elect understand that they are responsible for the entire premium payment in order to continue their UC benefits and must make arrangements with the University, prior to the commencement of the leave.
9. If the eligible Unit 18 faculty member is on leave without pay for more than half of the calendar month, sick leave, vacation, seniority credit, and/or retirement service credit do not accrue in that month.

10. An eligible fiscal-year Unit 18 faculty member who is on leave without pay for a work-incurred injury or illness, or disability and is receiving temporary disability payments, accrues sick leave on the same basis as if regularly employed, but such accrued sick leave is credited to the Unit 18 faculty member only upon return to work.
11. The University, at its sole discretion, may place a Unit 18 faculty member on administrative leave with pay. The University will communicate the reason for the administrative leave to the Unit 18 faculty member as soon as feasible. If the administrative leave lasts longer than twenty-one (21) calendar days, a written explanation of the intent, reason for, and expected duration of the leave will be provided no later than the twenty-first day.
12. The University shall not retaliate against Unit 18 faculty members as a result of their requesting or being granted leave under this Article.
13. The University will provide the same assistance to Unit 18 faculty members that it provides to other UC academic appointees with regard to obtaining disability benefits.
14. Definitions
 - a. Non-medical leaves of absence, with or without pay, may include: Family and Medical Leave ("FML") taken for certain purposes (to care for the Unit 18 faculty's family member with a serious health condition, Parental Bonding Leave, Military Caregiver Leave, and Qualifying Exigency Leave), as well as military leave, leave for jury duty, voting, blood donations, administrative or legal proceedings, emergencies, and professional development, including attending professional meetings and programs. (See Article 9, Section A. for professional leaves.)
 - b. Medical leaves, with or without pay, may include: FML taken for certain purposes (leave taken for the Unit 18 faculty member's own serious health condition and Pregnancy Disability Leave), Paid Medical Leave, and Other Leaves/Personal Leave taken for medical reasons.
 - c. FMLA is the federal Family and Medical Leave Act of 1993.

- d. CFRA is the California Family Rights Act, which is part of the California Fair Employment & Housing Act.
- e. PDLL is the California Pregnancy Disability Leave Law, which is part of the California Fair Employment & Housing Act.

15. Requests for Leave

Except as provided in Section B.7., which addresses the Notification required for FML, requests for leaves of absence and extensions, with or without pay, shall be submitted in writing to the University. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. All requests for leaves of absence shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information as required.

16. Duration

The duration, terms of the leave and the date of return are determined when the leave is granted, and shall be communicated to the Unit 18 faculty member, in accordance with the provisions of this Article. Except as provided under Section B., Family and Medical Leave (FML), written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided for elsewhere in this Article, the total aggregate of leaves of absence taken in any combination, granted under this Article, generally shall not exceed one year.

17. Return to Work

- a. Except as provided in Section B., Family and Medical Leave (FML), and Section C., Pregnancy Disability Leave, a Unit 18 faculty member who has been granted an approved leave with or without pay shall be reinstated to the same or a similar position to which the Unit 18 faculty member was appointed if the return date is during the term of the appointment service period. If the position held has been abolished or affected by layoff during the leave, the Unit 18 faculty member shall be afforded the same considerations that would have been afforded had that Unit 18 faculty member

been actively working rather than on leave when the position was abolished or affected by layoff. These reinstatement rights do not apply if reinstatement is sought after the expiration of the Unit 18 faculty member's appointment service period.

- b. A Unit 18 faculty member who has exhausted their original leave entitlement and who has been granted additional leave under another section of this Article shall be reinstated in accordance with the provisions of the section under which the additional leave was granted.
- c. Return to work after FML and Pregnancy Disability Leave is described in full in Sections B.11. and C.8.

B. FAMILY AND MEDICAL LEAVE (FML)

- 1. A Unit 18 faculty member who is eligible for Family and Medical Leave (FML) and has not exhausted their FML entitlement for the leave year, as discussed below, may take FML for any of the following six reasons, as described in greater detail below:
 - a. Due to the Unit 18 faculty member's own serious health condition (see Section B.12.)
 - b. To care for a family member with a serious health condition (see Section B.13.)
 - c. As Pregnancy Disability Leave (see Section B.14.)
 - d. As Parental Bonding Leave (see Section B.15.)
 - e. As Military Caregiver Leave (see Section B.16.)
 - f. As Qualifying Exigency Leave (see Section B.17.)
- 2. FML is unpaid leave, except as otherwise provided in this Article. See Section B.9 below.
- 3. Definitions specific to FML

- a. Child means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the Unit 18 faculty member stands in loco parentis; provided that the child is either under 18 years of age or incapable of self-care because of a mental or physical disability.
- b. Parent means a biological parent, foster parent, adoptive parent, stepparent, legal guardian or individual who stood in loco parentis to the Unit 18 faculty member when the Unit 18 faculty member was a child. "Parent" does not include the Unit 18 faculty member's grandparents or mother-in-law or father-in-law unless they stood in loco parentis to the Unit 18 faculty member when the Unit 18 faculty member was a child.
- c. Spouse means a partner in marriage.
- d. Domestic partner is an individual who would qualify as a domestic partner under the definition of that term set forth in the University's Academic Personnel Manual at APM - 110.
- e. Serious health condition is an illness, injury (including on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - 1) Inpatient care means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits the person with the expectation that the person will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - 2) Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - 3) Continuing treatment means ongoing medical treatment or supervision by a health care provider, as defined below.

- f. Health Care Provider is an individual who is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician assistant, nurse practitioner or nurse midwife performing within the scope of their duties as defined under State Law; a Christian Science practitioner; or any health care provider that the Unit 18 faculty member's health plan carrier recognizes for purposes of payment.

4. Eligibility Criteria for FML

- a. Unit 18 faculty members who have at least twelve (12) cumulative months of University service (all prior University service, including service with the UC managed Department of Energy Laboratories, shall be used to calculate the twelve-month service requirement) and have at least 1,250 hours of actual service (as defined below) during the twelve-month period immediately preceding the commencement of the leave are eligible for FML under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) if leave is requested for an FML-qualifying reason, except as otherwise provided in this Article. If the Unit 18 faculty member is taking FML as Pregnancy Disability Leave, the foregoing eligibility requirements do not apply.
- b. "1,250 Hours of Actual Service" means time actually spent at work and does not include any paid time off, such as sick leave. However, for Unit 18 faculty member's granted military leave, all hours that would have been worked had the Unit 18 faculty member not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

5. Duration of Leave

- a. FML shall not exceed twelve (12) workweeks in any calendar year except when it is used for Pregnancy Disability Leave, Military Caregiver Leave, or a combined Pregnancy Disability Leave and Parental Bonding Leave. If the Unit 18 faculty member is taking

FML as Pregnancy Disability Leave, the Unit 18 faculty member shall be eligible for leave for the period of actual disability up to four (4) months per pregnancy. If the Unit 18 faculty member is taking FML for Military Caregiver Leave, the Unit 18 faculty member shall be eligible for up to 26 workweeks of leave in a single 12-month leave period.

- b. While the use of FML need not be consecutive, in no event shall an Unit 18 faculty member's use of FML exceed a total of twelve (12) workweeks within a calendar year (or 26 workweeks in the single 12-month leave period if the Unit 18 faculty member is taking FML as Military Caregiver Leave, four (4) months per pregnancy if the Unit 18 faculty member is taking FML as Pregnancy Disability Leave, or four (4) months plus twelve (12) workweeks if the Unit 18 faculty member is taking a combined Pregnancy Disability Leave and Parental Bonding Leave).
 - 1) For a Unit 18 faculty member who works part-time, the number of FML hours for which the Unit 18 faculty member is eligible shall be adjusted in accordance with the Unit 18 faculty member's normal weekly work schedule. A Unit 18 faculty member whose schedule varies from week to week is eligible for a prorated amount of FML based on the Unit 18 faculty member's hours worked over the twelve (12) months immediately preceding the leave.
 - 2) Any leave taken by an eligible Unit 18 faculty member that qualifies as FML (including leave for a Work-Incurred Injury or Illness) will be designated as such by the University and will be counted against the Unit 18 faculty member's FML leave entitlement whether the leave is paid or unpaid. Such deductions will be made in increments that correspond to the amount of FML time actually taken by the Unit 18 faculty member (which could be weeks, days, hours, and/or partial hours).
 - 3) If the Unit 18 faculty member has exhausted their entitlement to FML or is otherwise ineligible for FML, the Unit 18 faculty member may still be eligible for a leave to cover the absence from work for verifiable medical reasons as referenced in

Section D, Paid Medical Leave/Sick Leave and/or Section N, Other Leaves/ Personal Leave. Such leaves may be paid or unpaid.

6. Forms in Which FML May Be Taken

FML generally may be taken as a block leave or, in certain circumstances discussed below, on an intermittent or reduced schedule basis.

- a. Unit 18 faculty member requests for FML on an Intermittent or Reduced Schedule Basis
 - 1) When medically necessary and supported by medical certification, the University shall grant an eligible Unit 18 faculty member's request for FML for the Unit 18 faculty member's serious health condition, to care for a family member with a serious health condition, or as Military Caregiver Leave on an intermittent or reduced schedule basis, including absences of less than one (1) day. When granted, the University will count only the time actually spent on the intermittent leave or reduced work schedule toward the Unit 18 faculty member's FML entitlement for the applicable year.
 - 2) A Unit 18 faculty member may take FML for Qualifying Exigency Leave on an intermittent or reduced schedule basis.
 - 3) For requests to take FML as Pregnancy Disability Leave on an intermittent or reduced schedule basis, see Section C. below.
 - 4) For requests to take FML as Parental Bonding Leave on an intermittent or reduced schedule basis, see Section B.15.a. Below.
- b. Temporary Transfer to Accommodate Intermittent Leave or Reduced Work Schedule

When the Unit 18 faculty member requests FML on an intermittent or a reduced schedule basis due to planned medical treatment for the Unit 18 faculty member's serious health condition, the serious health condition of a family member, or the serious injury or illness of the covered Unit 18 faculty member the University may, at its sole, non-grievable discretion, require the Unit 18 faculty member to transfer temporarily to an available alternate position for which the Unit 18 faculty member is qualified and which better accommodates the Unit 18 faculty member's recurring need for leave. Such alternative positions shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties. When the Unit 18 faculty member no longer needs the intermittent or reduced schedule leave (or earlier, at the University's option), the employee will be reinstated in accordance with Section B.11.

7. Notification

- a. Whenever practicable, if the Unit 18 faculty member learns of the event giving rise to the need for FML more than thirty (30) calendar days in advance of the leave's anticipated initiation date, the Unit 18 faculty member shall give the University at least thirty (30) calendar days' notice of the need for leave. A Unit 18 faculty member who fails to give thirty (30) calendar days' notice for a foreseeable leave, with no reasonable basis for the delay may have the FML leave delayed until thirty (30) calendar days after the date on which the Unit 18 faculty member provides notice.
 - 1) If the need for leave is foreseeable due to the planned medical treatment of the Unit 18 faculty member (due to the Unit 18 faculty member's serious health condition or pregnancy disability) or the planned medical treatment of the Unit 18 faculty member's family member with a serious health condition, the Unit 18 faculty member shall make reasonable efforts to schedule the treatment so as to not unduly disrupt the University's operations, subject to the approval of the health care provider.
 - 2) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the Unit 18

faculty member shall provide the University with as much notice as practicable and, at a minimum, notify the University within five (5) calendar days after learning of the need for leave.

- b. The University shall determine whether the Unit 18 faculty member meets the eligibility requirements and qualifies for an FML leave and shall, within five (5) calendar days of that determination, notify the Unit 18 faculty member, in writing, whether the leave is designated or provisionally designated as FML leave. The start date of the leave, the terms of the leave and the date of return are determined when the leave is granted. If the leave is being denied, the designation notice will so indicate.
- c. Extensions to an FML leave may be granted in accordance with this section, up to the aggregate maximum of twelve (12) workweeks in a calendar year (or 26 workweeks in a single 12-month leave period if FML is being taken as Military Caregiver Leave or four (4) months per pregnancy if FML is taken as Pregnancy Disability Leave or four (4) months plus twelve (12) workweeks for a combined Pregnancy Disability Leave and Parental Bonding Leave). If a Unit 18 faculty member's need for leave continues after their FML entitlement has been exhausted, the Unit 18 faculty member may request a Personal Leave in accordance with Section N or, if the FML was for a medical reason, may request a Paid Medical Leave in accordance with Section D.

8. Certification and Other Supporting Documentation

- a. Certification When FML Is Taken for the Unit 18 faculty member's Own Serious Health Condition

When FML is requested for the Unit 18 faculty member's own serious health condition, the University may, at its discretion, require that a Unit 18 faculty member's request for leave be supported by written certification issued by the Unit 18 faculty members' health care provider. When certification is required by the University, such requirement shall be submitted to the Unit 18 faculty member in writing. Certification may be provided by the Unit 18 faculty member on a form given to the Unit 18 faculty member

by the University and shall, regardless of the format in which it is provided, include:

- 1) a certification that the Unit 18 faculty member has a serious health condition as defined in Section B.3.e. above, and
- 2) a statement as to whether the Unit 18 faculty member is unable to perform any one or more of the essential assigned functions of their position, and
- 3) the date, if known, on which the Unit 18 faculty member's serious health condition began, the probable duration of the condition and the Unit 18 faculty member's probable date of return, and
- 4) whether it will be medically necessary for the Unit 18 faculty member to take leave intermittently or to work on a reduced schedule and, if so, the probable duration of such schedule, and,
- 5) if the condition will result in periodic episodes of incapacity, an estimate of the duration and frequency of episodes of incapacity.

b. Certification When FML Is Taken to Care for the Unit 18 faculty member's Family Member

When a leave of absence is requested so that the Unit 18 faculty member may care for a family member with a serious health condition, the University may, at its discretion, require that a Unit 18 faculty member's request for leave be supported by written certification issued by the family member's health care provider. When certification is required by the University, such requirement shall be submitted to the Unit 18 faculty member in writing. Certification may be provided by the Unit 18 faculty member on a form given to the Unit 18 faculty member by the University and shall, regardless of the format in which it is provided, include:

- 1) certification that the Unit 18 faculty member's family member has a serious health condition as defined in Section B.3.e. above, and
- 2) a statement that the family member's serious health condition warrants the participation of the Unit 18 faculty member to provide supervision or care (which includes psychological care or comfort) during the period of the family member's treatment or incapacity, and
- 3) whether the Unit 18 faculty member's family member will need supervision or care over a continuous period of time, intermittently, or on a reduced schedule basis; the leave schedule the Unit 18 faculty member will need in order to provide that supervision or care; and the probable duration the Unit 18 faculty member will need for leave.

c. Certification When FML Is Taken as Pregnancy Disability Leave

When FML is taken as Pregnancy Disability Leave, the Unit 18 faculty member may be required to provide certification in accordance with Section C.7. below.

d. Certification When FML Is Taken for Military Caregiver Leave

When Military Caregiver Leave is requested, the Unit 18 faculty member may be required to provide a certification completed by an authorized health care provider of the covered servicemember that provides information sufficient to establish entitlement to Military Caregiver Leave, including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave and that the servicemember has a covered relationship with the Unit 18 faculty member, as well as an estimate of the leave needed to provide the care. When the covered servicemember is a covered veteran, the Unit 18 faculty member may be required to provide information establishing the servicemember's veteran status, the date of separation from the Armed Forces, and that separation was other than dishonorable.

e. Certification When FML Is Taken for Qualifying Exigency Leave

When Qualifying Exigency Leave is requested, a Unit 18 faculty member may be required to provide a copy of the military member's active duty orders. The Unit 18 faculty member may also be required to provide certification of: 1) the reasons for requesting Qualified Exigency Leave, 2) the beginning and end dates of the qualifying exigency, and 3) other relevant information.

f. Confirmation of Family Relationship

The University may, at its sole non-grievable discretion, require that a Unit 18 faculty member complete a Declaration of Relationship form to certify the Unit 18 faculty member's relationship with the child when the Unit 18 faculty member is requesting FML as Parental Bonding Leave or to certify the Unit 18 faculty member's relationship with the family member when the Unit 18 faculty member is requesting FML to care for a family member with a serious health condition. The University may, at its sole discretion, delay or deny a request for FML, or discontinue an FML leave in progress, if the Unit 18 faculty member fails to provide a completed Declaration of Relationship form within fifteen (15) calendar days of the University's request.

g. Questioned Medical Certifications

- 1) Should the University have a good faith, objective reason to doubt the validity of the Unit 18 faculty member's certification for the Unit 18 faculty member's own serious health condition, the University may, at its sole non-grievable discretion, require that the Unit 18 faculty member obtain a second medical opinion from a second health care provider selected by the University.
- 2) Should the second medical opinion differ from the opinion of the Unit 18 faculty member's own health care provider, the University may, at its sole non-grievable discretion, require a third medical opinion from a third health care provider, jointly selected by the Unit 18 faculty member and the University. The University shall bear the cost of the second and third opinions and the third opinion shall be final.

- 3) The second medical opinion shall be in the same format as the original certification. No medical records may be required to be released to the University, although a limited release of the medical records between the two health care providers may be necessary. The University will provide a copy of the second and, if applicable, third medical opinion to the Unit 18 faculty member at no cost to them.

h. Additional Certification and/or Recertification

If additional FML is requested beyond the period supported by the certification previously provided or the circumstances of the leave have changed, the University may, at its sole non-grievable discretion, require the Unit 18 faculty member to obtain recertification. Such requests for subsequent certification and/or recertification shall be in writing. If certification and/or recertification is required, the Unit 18 faculty member shall return the certification within fifteen (15) calendar days of the University's request, where practicable.

i. Failure to Provide the Requested Certification and/or Recertification

For FML taken as Pregnancy Disability, see Section C.7.d. below.

- 1) A Unit 18 faculty member's failure to provide the certification and/or recertification for a foreseeable leave other than Pregnancy Disability Leaves within the requested time may result in delay of the leave until the required certification is received. A Unit 18 faculty member's failure to provide certification for an unforeseeable leave other than Pregnancy Disability Leave within the requested time period may result in discontinuance of the leave until the required certification is provided. If the Unit 18 faculty member fails to provide the required certification or recertification within a reasonable time as requested, FML will be denied in accordance with section B.7.b. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FML.

- 2) If the Unit 18 faculty member fails to provide a complete and sufficient certification and/or recertification, the Unit 18 faculty member shall be given fifteen (15) calendar days to perfect the certification/recertification. Failure to perfect an incomplete certification and/or recertification within the requested time period may result in delay of the leave or discontinuance of the leave until the required certification and/or recertification is provided. If the Unit 18 faculty member fails to provide a complete and sufficient certification and/or recertification and the leave has not begun, the request for FML will be denied in accordance with section B.7.b. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FML. However, the University may grant a Personal Leave of Absence to the Unit 18 faculty member at its discretion.

9. Use of Accrued Paid Leave

FML is unpaid except when the Unit 18 faculty member uses one of options for paid leave for Pregnancy Disability Leave in Section C.5, is granted Paid Medical Leave under Section D, or uses accrued sick leave and/or the use of accrued vacation (for those Fiscal Year Unit 18 faculty member who accrue sick leave and vacation leave) as set forth below:

- a. A Unit 18 faculty member on FML for the Unit 18 faculty member's own serious health condition:
 - 1) If eligible for University disability benefits, the Unit 18 faculty member shall use accrued sick leave or Paid Medical Leave in accordance with section D below and in accordance with the University's Disability Plan requirements;
 - 2) If not eligible for University disability benefits and not on FML due to a work-incurred injury or illness, the Unit 18 faculty member may elect to use accrued sick leave or Paid Medical Leave in accordance with section D below instead of taking FML without pay;

- 3) If on FML due to a work-incurred injury or illness, the Unit 18 faculty member may use accrued sick leave or Paid Medical Leave in accordance with Section D instead of taking FML without pay;
 - 4) In any of the above circumstances, the Unit 18 faculty member may elect to use accrued vacation time instead of taking FML without pay.
- b. A Unit 18 faculty member on FML to care for a family member with a serious health condition or taking FML as Military Caregiver Leave may use accrued sick leave and/or accrued vacation leave instead of taking FML without pay.
 - c. A Unit 18 faculty member on FML for Pregnancy Disability Leave shall use accrued leave as set forth in Section C.5.
 - d. A Unit 18 faculty member taking FML as Parental Bonding Leave may elect to use accrued vacation time instead of taking FML without pay.
 - e. A Unit 18 faculty member taking FML as Qualifying Exigency Leave may elect to use accrued vacation time instead of taking FML without pay.

10. Continuation of Health Benefits

An eligible Unit 18 faculty member on an approved FML shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as if on pay status as follows:

- a. When the Unit 18 faculty member is on FML that runs concurrently under the FMLA and the CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- b. When the Unit 18 faculty member is on FML as Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve-month period. For purposes of Military Caregiver Leave, the “single twelve-month period” is the

period beginning on the first day the Unit 18 faculty member takes the leave and ending twelve (12) months after that date.

- c. When the Unit 18 faculty member is on FML as Qualifying Exigency Leave under the FMLA: Continued coverage for a period of up to twelve (12) workweeks in a calendar year.
- d. When the Unit 18 faculty member is on a Pregnancy Disability Leave under the California Pregnancy Disability Leave Law (PDLL), regardless of whether any of the leave runs concurrently under the FMLA: Continued coverage for up to four (4) months in a twelve-month period per pregnancy. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count towards the Unit 18 faculty member's FMLA benefits coverage entitlement to up to twelve (12) workweeks of such coverage in a calendar year.
- e. When the Unit 18 faculty member is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Bonding Leave after a Unit 18 faculty member's FMLA entitlement has been exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.

11. Return from FML

- a. Required Notice and Documentation
 - 1) The Unit 18 faculty member shall provide reasonable notice to their employing department of the anticipated return to work.
 - 2) A Unit 18 faculty member returning from FML for the Unit 18 faculty member's own serious health condition must provide a written medical release to return to work prior to returning to work. For returns after Pregnancy Disability Leave, see Section C.8. below.
 - 3) A Unit 18 faculty member who has been medically released to perform the essential assigned functions of their job shall

be reinstated in accordance with the provisions of Section B.11.b. below.

- 4) Failure to provide a medical release to return to work may result in the delay of reinstatement until the Unit 18 faculty member submits the required medical release certification.

b. Reinstatement Rights

When a Unit 18 faculty member has been granted an approved FML for any purpose other than Pregnancy Disability Leave and returns within twelve (12) workweeks of the initiation of the leave (or within 26 workweeks if the FML was taken for Military Caregiver Leave), the Unit 18 faculty member shall be reinstated to the same or an equivalent position upon expiration of the leave. For a Unit 18 faculty member's return to work rights after Pregnancy Disability Leave, see Section C.8. below. If the Unit 18 faculty member would have been laid off or terminated had the Unit 18 faculty member been actively working during the leave period, the Unit 18 faculty member shall be afforded the considerations afforded to other Unit 18 faculty members who are laid off or terminated pursuant to the provisions of this Memorandum of Understanding. No Unit 18 faculty member with a predetermined appointment service period end date shall be granted a leave of absence beyond the appointment service period end date or predetermined date of separation. As stated in Section B.11.a.2., above, an Unit 18 faculty member who has been granted an FML for the Unit 18 faculty member's own serious health condition must provide a written medical release to return to work prior to returning to work. Reinstatement rights do not apply to Unit 18 faculty member's if reinstatement is sought after the ending date of their current appointment.

12. FML for Unit 18 faculty member's Serious Health Condition

FML for the Unit 18 faculty member's own serious health condition is leave taken when the Unit 18 faculty member's own "serious health condition," as defined in Section B.3.e. above, renders the Unit 18 faculty member unable to perform any one or more of the essential functions of the Unit 18 faculty member's position.

13. FML to Care for Unit 18 faculty member's Family Member with a Serious Health Condition

FML to care for a family member with a serious health condition is leave to care for the Unit 18 faculty member's child, parent, spouse or same or opposite sex domestic partner who has a "serious health condition," as defined in Section B.3.e. above, that requires the participation of the Unit 18 faculty member to provide supervision or care (which includes psychological care or comfort) during the period of the family member's treatment or incapacity.

14. FML as Pregnancy Disability Leave

When a Unit 18 faculty member who takes Pregnancy Disability Leave pursuant to Section C. below is eligible for FML under the FMLA, Pregnancy Disability Leave will be counted against the Unit 18 faculty member's FML entitlement under the FMLA as well as the Unit 18 faculty member's Pregnancy Disability Leave entitlement under the PDLL.

15. FML as Parental Bonding Leave

FML taken as Parental Bonding Leave is leave taken to bond with the Unit 18 faculty member's newborn or a child placed with the Unit 18 faculty member for adoption or foster care or to attend to matters related to the birth, adoption, or placement of the child. The following special provisions apply to Parental Bonding Leave:

a. Time Limit for Parental Bonding Leave

Parental Bonding Leave must be initiated and concluded within one (1) year of the birth or placement of the child with the Unit 18 faculty member.

b. Eligibility for Parental Bonding Leave

A Unit 18 faculty member taking Parental Bonding Leave must meet the eligibility requirements for FML set forth in Section B.4. above except when the Unit 18 faculty member is taking Parental Bonding Leave immediately following an FML taken as Pregnancy

Disability Leave; in those circumstances, a Unit 18 faculty member who was eligible for FML under the FMLA at the beginning of the Unit 18 faculty member's Pregnancy Disability Leave shall be granted a Parental Bonding Leave under the CFRA for up to twelve (12) workweeks after the Pregnancy Disability Leave, provided that the Unit 18 faculty member has not exhausted the Unit 18 faculty member's FML entitlement under the CFRA for that leave year.

c. Advance Notice

The Unit 18 faculty member shall request Parental Bonding Leave sufficiently in advance, if possible, of the expected birth date of the child or placement of a child for adoption or foster care, in order to allow the University to plan for the absence of the Unit 18 faculty member but the Unit 18 faculty member shall not be required to provide more than thirty (30) days advance notice. The anticipated date of return from Parental Bonding Leave shall be set at the time such leave commences or, if requested in conjunction with an FML taken as Pregnancy Disability Leave, shall be set at the time such Pregnancy Disability Leave commences. Parental Bonding Leave, when taken because of the adoption or placement of the child with the Unit 18 faculty member could commence prior to the date of placement.

d. Duration of Parental Bonding Leave

Parental Bonding Leave alone generally shall not exceed twelve (12) workweeks within a calendar year as defined in Sections B.4.a. and B.5. above. However, when an FML for Parental Bonding Leave is combined with an FML for Pregnancy Disability Leave, the total FML shall not exceed four (4) months and twelve (12) workweeks in a calendar year. In addition, a Unit 18 faculty member could request a Personal Leave under Section N., if they want additional leave for this purpose. However, FML granted for Pregnancy Disability Leave and Parental Bonding Leave that is combined with Personal Leave for parental bonding shall not exceed one year in total.

e. Forms in which Parental Bonding Leave May Be Taken

The University shall grant a Parental Bonding Leave of less than two (2) weeks duration on any two (2) occasions. The University, at its sole non-grievable discretion, may require that any additional Parental Bonding Leave requested be for a minimum duration of two (2) weeks, unless otherwise required by law.

16. FML as Military Caregiver Leave

An eligible Unit 18 faculty member may take Military Caregiver Leave to care for a family member who is a “covered servicemember” undergoing medical treatment, recuperation or therapy for a “serious injury or illness,” consistent with the definitions of those terms in Section B.16.b. below.

a. Eligibility Criteria and Duration Specific to Military Caregiver Leave

An eligible Unit 18 faculty member is entitled to up to twenty-six (26) workweeks of Military Caregiver Leave during a single twelve-month (12-month) leave period. The Unit 18 faculty member must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered servicemember to be eligible for this type of leave and must meet the eligibility requirements for FML set forth in Section B.4. above.

b. Definitions Specific to Military Caregiver Leave

1) Covered servicemember means:

- a) a current member of the Armed Forces (including a member of the National Guard or Reserves) who, because of a “serious injury or illness,” is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list or
- b) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a “serious injury or illness.”

2) Covered veteran means an individual who was a member of the Armed Forces (including a member of the National

Guard or Reserves) who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible Unit 18 faculty member takes Military Caregiver Leave to care for a covered veteran.

- 3) Outpatient status means the status of a servicemember assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- 4) Serious injury or illness means:
 - a) For a current member of the Armed Forces (including a member of the National Guard or Reserves): an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the covered servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the covered servicemember medically unfit to perform the duties of their office, grade, rank, or rating; or
 - b) For a covered veteran: an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran and is (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the covered veteran unable to perform the duties of their office, grade, rank, or rating; (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50

percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for Military Caregiver Leave; (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Programs for Comprehensive Assistance for Family Caregivers.

- 5) Parent of a covered servicemember means a covered servicemember's biological, adoptive, step or foster father or mother or any other individual who stood in loco parentis to the covered servicemember when the covered servicemember was a child. The term does not include parents "in law."
- 6) Son or daughter of a covered servicemember means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, when that person was a child and who is of any age.
- 7) Next of kin means (a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner, parent, son or daughter) or (b) the blood relative who the covered servicemember has designated in writing as the covered servicemember's nearest blood relative for purposes of Military Caregiver Leave.
- 8) Single 12-month leave period means the period beginning on the first day the Unit 18 faculty member takes Military Caregiver Leave and ends twelve (12) months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at the University.)

c. Leave Entitlement

- 1) Military Caregiver Leave is applied on a per-covered servicemember, per-injury basis. Eligible Unit 18 faculty members may take more than one (1) period of twenty-six (26) workweeks of leave if the leave is to care for a different covered servicemember or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any “single twelve-month (12-month) period.”
- 2) If an eligible Unit 18 faculty member does not use all of their twenty-six (26) workweeks of leave entitlement to care for a covered servicemember during this single twelve-month (12-month) leave period, the remaining part of the twenty-six (26) workweek entitlement to care for the covered servicemember for that serious injury or illness is forfeited.

17. FML as Qualifying Exigency Leave

Qualifying Exigency Leave is an additional type of FML available to eligible Unit 18 faculty members. If the military member is the spouse, domestic partner, son, daughter or parent of the Unit 18 faculty member. The Unit 18 faculty member may take Qualifying Exigency Leave to attend to any “qualifying exigency” while the military member is on covered activity duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

a. Definitions Specific to Qualifying Exigency Leave

- 1) Son or daughter on covered active duty or call to covered active duty status means the Unit 18 faculty member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the Unit 18 faculty member stood in loco parentis when the person was a child, who is on covered active duty or call to covered active duty status, and who is of any age.

- 2) Covered active duty or call to covered active duty status means:
 - a) For purposes of members of the Regular Armed Forces: duty during the deployment of the member with the Armed Forces to a foreign country.
 - b) For purposes of a member of the Armed Forces Reserve: duty during the deployment of the military member of the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to 10 U.S.C. sections 12301(a), 12302, 12304, 12305, or 12406; 10 U.S.C. chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.
- 3) Reserve component of the Armed Forces include the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve, and retired members of the Regular Armed Forces or Reserves who are called up in support of a contingency operation pursuant to 10 U.S.C. sections 12301(a), 12302, 12304, 12305, or 12406; 10 U.S.C. chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.
- 4) Qualifying exigency is defined as any one of the following, provided that the activity relates to the military member's covered active duty or call to covered active duty status:
 - a) Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to active duty seven (7) or fewer calendar days prior to the date of deployment;

- b) Military events and activities, including official ceremonies;
- c) Childcare and school activities for a child of the military member who is either under age eighteen (18) or incapable of self-care because of a mental or physical disability at the time that Qualifying Exigency Leave is to commence;
- d) Financial and legal arrangements to address the military member's absence or to act as the military member's representative for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status and for the ninety (90) days after the termination of the military member's covered active duty status;
- e) Counseling (provided by someone other than a healthcare provider) for the Unit 18 faculty member, for the military member, or for the child of the military member who is either under age eighteen (18) or incapable of self-care because of a mental or physical disability at the time the Qualifying Exigency Leave is to commence;
- f) Rest and Recuperation (up to fifteen (15) days of leave for each instance) to spend time with the military member who is on short-term, temporary Rest and Recuperation leave during the period of deployment;
- g) Post-deployment activities, including (a) attendance at ceremonies sponsored by the military for a period of ninety (90) days following termination of the military member's covered active duty status and (b) addressing issues that arise from the death of the military member while on covered active duty status;

- h) Arranging for care for the parent of the military member or providing care for the parent on an urgent, immediate need basis (but not on a routine, regular, or everyday basis), where the parent is incapable of self-care and is the biological, adoptive, step, or foster father or mother of the military member, or any other individual who stood in loco parentis to the military member when the military member was under eighteen (18) years of age; and
- i) Additional activities related to the military member's covered active duty or call to covered active duty status when the employer and Unit 18 faculty member agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

C. PREGNANCY DISABILITY LEAVE

1. During the period when a Unit 18 faculty member is disabled because of pregnancy, childbirth, or related medical condition, the Unit 18 faculty member is entitled to, and the University shall grant the request for, Pregnancy Disability Leave. Pregnancy Disability Leave may also be used for prenatal care.
2. For a Unit 18 faculty member disabled by pregnancy, childbirth, or related medical condition, no eligibility requirements apply, such as minimum hours worked or length of service. If the Unit 18 faculty member is eligible for FML under the FMLA, pursuant to Section B.4. above, such leave shall be deducted from a Unit 18 faculty member's FML entitlement under the FMLA as well as the Unit 18 faculty member's entitlement under the PDLL.
3. Pregnancy Disability Leave may be taken as a block leave or, when medically advisable, on an intermittent or reduced schedule basis. Only the amount of leave time actually taken may be counted against the Unit 18 faculty member's Pregnancy Disability Leave entitlement.
4. Duration

- a. A Unit 18 faculty member is entitled to Pregnancy Disability Leave for the period of actual disability up to four (4) months per pregnancy.
- b. If the Unit 18 faculty member continues to be disabled by pregnancy, childbirth or related medical condition beyond four (4) months, a Paid Medical Leave may be granted in accordance with Section D. or as may otherwise be required by law.
- c. Following Pregnancy Disability Leave, the Unit 18 faculty member may be eligible for Parental Bonding Leave, pursuant to Section B.15, above, to care for the Unit 18 faculty member's newborn child. The total FML taken for a combination of Pregnancy Disability Leave shall not exceed four (4) months and Parental Bonding Leave shall not exceed twelve (12) workweeks in a calendar year.

5. Paid Leave and Use of Accrued Leave

Pregnancy Disability Leave is normally without pay. However, a Unit 18 faculty member may receive pay during the Pregnancy Disability Leave according to the following:

- a. A Unit 18 faculty member who does not accrue sick leave and who has served in the Unit 18 faculty member's title or any other UC academic title for at least twelve (12) consecutive months will receive at least the Unit 18 faculty member's approved base salary for up to eight (8) weeks while the Unit 18 faculty member is unable to perform the Unit 18 faculty member's normal University obligations.
- b. A Unit 18 faculty member who does not accrue sick leave and who has not served in the Unit 18 faculty member's title or any other academic title for at least twelve (12) consecutive months will receive at least the Unit 18 faculty member's approved base salary for approximately the period which would be accrued during the appointment in accordance with the accrual rates that follow:
 - 1) Eligible academic year appointees accrue sick leave only during the months of their service period, at the rate of one

working day per month for full-time service, including leaves with pay.

2) Eligible appointees at 50 percent or more time accrue sick leave at a proportionate rate; appointees at less than 50 percent time do not accrue sick leave.

c. Any Unit 18 faculty member who accrues sick and/or vacation leave may use accrued sick leave and/or accrued vacation leave during Pregnancy Disability Leave instead of taking Pregnancy Disability Leave without pay.

d. The Unit 18 faculty member is eligible to receive Short-Term Disability coverage during this leave in accordance with the provisions of that benefit, including being required to use available accrued sick leave in accordance with the University's Disability Plan.

6. Transfer and Other Reasonable Accommodations As Alternatives To Or In Addition To Pregnancy Disability Leave

a. Transfer at the Request of the Unit 18 faculty member. The University shall temporarily transfer a pregnant Unit 18 faculty member to a less strenuous or hazardous position upon the request of the Unit 18 faculty member when such transfer is medically advisable according to the Unit 18 faculty member's health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the Unit 18 faculty member's own position to make it less strenuous or hazardous. A temporary transfer under this section is considered time worked and shall not be counted against a Unit 18 faculty member's entitlement of up to four (4) months of Pregnancy Disability Leave, unless the Unit 18 faculty member is also taking leave on an intermittent or reduced schedule basis. When the Unit 18 faculty member's health care provider certifies that the transfer is no longer medically advisable, the University shall return the Unit 18 faculty member to their same position or a comparable position in accordance with Section C.8. below.

- b. Transfer to Reasonably Accommodate Unit 18 faculty member's Need for Intermittent or Reduced Schedule Leave. When the Unit 18 faculty member's health care provider states in a medical certification that it is medically advisable for the Unit 18 faculty member to take Pregnancy Disability Leave on an intermittent or reduced schedule basis, the University may, at its sole non-grievable discretion, transfer the Unit 18 faculty member temporarily to an available alternative position that meets the needs of the Unit 18 faculty member, provided the Unit 18 faculty member meets the qualifications of the alternative position. When the Unit 18 faculty member's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the Unit 18 faculty member to their same position or a comparable position in accordance with Section C.6. below.
- c. Other Reasonable Accommodations. If the Unit 18 faculty member's health care provider certifies that reasonable accommodation(s) other than transfer and/or leave on an intermittent or reduced schedule basis are medically advisable, the University shall engage in the interactive process with the Unit 18 faculty member to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances.

7. Certification

- a. When a Unit 18 faculty member requests a reasonable accommodation, transfer, or leave due to pregnancy, childbirth, or related medical condition, the University may, at its discretion, require that the Unit 18 faculty member's request be supported by written medical certification issued by the Unit 18 faculty member's health care provider.
- b. When a medical certification is requested in connection with the Unit 18 faculty member's request for reasonable accommodation or transfer, it shall contain the following: (a) a description of the requested accommodation or transfer, (b) a statement describing the medical advisability of the requested reasonable accommodation or transfer, and (c) the date on which the need for reasonable accommodation became or will become medically

advisable and the estimated duration of the need for the reasonable accommodation or transfer.

- c. When a medical certification is requested in connection with a Unit 18 faculty member's request for leave, it shall contain the following:
 - (a) a statement that the Unit 18 faculty member needs to take Pregnancy Disability Leave because the Unit 18 faculty member is disabled by pregnancy, childbirth, or a related medical condition, and
 - (b) the date on which the Unit 18 faculty member became disabled because of pregnancy and the estimated duration of the leave.
- d. Failure to provide certification for reasonable accommodation, transfer, or leave within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the reasonable accommodation, transfer, or leave until the required certification is provided.
- e. The University may, at its discretion, require that a Unit 18 faculty member returning to work immediately following Pregnancy Disability Leave provide a written medical release prior to returning to work.

8. Reinstatement After Pregnancy Disability Leave

- a. The date of reinstatement after Pregnancy Disability Leave is typically determined by agreement between the University and the Unit 18 faculty member when the leave is granted. If the actual reinstatement date differs from the original agreement or no agreement was made, the University shall reinstate the Unit 18 faculty member within two business days or, when two business days is not feasible, as soon as possible after the Unit 18 faculty member notifies the University of the Unit 18 faculty member's readiness to return.
- b. A Unit 18 faculty member who has taken Pregnancy Disability Leave shall be reinstated to the same position, provided that the Unit 18 faculty member returns to work immediately upon termination of the Pregnancy Disability Leave and provided that the aggregate duration of all leaves granted for a given pregnancy does

not exceed four (4) months. If the same job has been abolished or affected by layoff, the Unit 18 faculty member shall be reinstated to a comparable position if the Unit 18 faculty member would have been entitled to the comparable position if the Unit 18 faculty member had been actively working rather than on leave. If a comparable position is not available on the Unit 18 faculty member's scheduled date of reinstatement but a comparable position or positions become available within sixty (60) days thereafter, the University shall notify the Unit 18 faculty member of the position(s). If the Unit 18 faculty member is reinstated within that sixty-day (60-day) period, the period between the Unit 18 faculty member's originally scheduled date of reinstatement and the actual reinstatement date shall not be counted for purposes of any employee pay or benefits. The reinstatement rights do not apply to the Unit 18 faculty member if reinstatement is sought after the expiration of their appointment.

9. Continuation of Health Benefits

A benefits-eligible Unit 18 faculty member on Pregnancy Disability Leave shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as set forth in Section B.10. above, whether or not the Pregnancy Disability Leave also qualifies as FMLA under the FMLA.

D. PAID MEDICAL LEAVE / SICK LEAVE

1. Eligibility

- a. Unit 18 faculty members who have an average of 66% or greater appointment for a full academic year (three quarters or two semesters) who are unable to work for reasons of personal illness, injury, or disability are eligible for Paid Medical Leave.
- b. An appointment average of 66% or greater is determined by a two-year look back period of six quarters/four semesters/twenty-four fiscal year months, not including teaching in summer session. Non-teaching terms are included and considered 0% appointment.

- c. The Unit 18 faculty member's appointment percentage will be determined by the higher appointment percentage between the two years.
- 2. An eligible Unit 18 faculty member shall be granted Paid Medical Leave as follows:
 - a. Eligible Unit 18 faculty members with fewer than ten (10) years of employment in the bargaining unit at the same campus who do not accrue sick leave shall be eligible for a maximum of twenty-two (22) weeks of consecutive or intermittent paid medical leave within a ten-year period for personal injury, illness or disability.
 - b. Eligible Unit 18 faculty members with ten (10) or more years of employment in the bargaining unit at the same campus who do not accrue sick leave shall be eligible for a maximum of thirty-six (36) weeks of consecutive or intermittent paid medical leave within each subsequent 10-year period, for personal injury, illness or disability.
 - c. Approval of Paid Medical Leave on an intermittent or partial reduction in time basis are subject to the outcome of the interactive process pursuant to Article 20, Reasonable Accommodation.
 - d. For appointments less than 100%, the paid leave will be proportional to the Unit 18 faculty member's appointment percentage at the time of the Paid Medical Leave.
 - e. The University will not grant paid medical leave beyond the end date of a Unit 18 faculty member's term appointment service period except in cases of reappointment.
 - f. Paid medical leave does not accrue and, if unused within the 10-year period, is not carried over to any subsequent 10-year period, nor is the unused portion used to calculate University of California Retirement Plan (UCRP) service credit.
 - g. University of California Retirement Plan (UCRP) service credit accrues while a Unit 18 faculty member is on a UC-paid medical leave in accordance with UCRP provisions.

- h. A Unit 18 faculty member may also be eligible for employer-paid Short-Term Disability Plan benefits and, if enrolled, for University of California employee-paid Supplemental Disability Plan benefits.
- i. A Paid Medical Leave runs concurrently with FML if the leave is taken for any of the FML-qualifying reasons.

3. Sick Leave for Fiscal Year Appointees

a. Eligibility

Unit 18 faculty members in fiscal year appointments on pay status for at least fifty percent (50%) of full time are eligible to accumulate sick leave credit based on the percentage of time on pay status up to a maximum of one (1) working day per month for full time service. Sick leave may be accrued without limit. Sick leave is earned during leave with pay. Sick leave is credited at the end of the month in which it is earned.

b. Use of accumulated sick leave

- 1) Unit 18 faculty members are expected to use sick leave in keeping with normally approved illness of a family member or bereavement. Accumulated sick leave may be used for temporary disability related to pregnancy, childbirth, and recovery therefrom.
- 2) Unit 18 faculty members may be required to submit satisfactory proof of illness or disability.
- 3) Sick leave shall not be used prior to the time it is credited nor shall sick leave be used beyond a predetermined separation date.
- 4) Regularly scheduled days off and University administrative holidays shall not be charged against sick leave.
- 5) While receiving injury or health compensation under the Worker's Compensation Act, an absent Unit 18 faculty member may also receive sick leave benefits provided the

total of the sick leave pay and worker's compensation does not exceed the employee's regular salary for the period.

4. Reporting

Once a month, each Unit 18 faculty member shall report sick leave used to the appropriate office. Once a month, the University shall report to each Unit 18 faculty member on the accrual and use of sick leave.

5. Sick Leave Retirement Credit

Upon retirement, accumulated sick leave shall be converted to retirement service credit in accordance with retirement system policies in effect at the time of the Unit 18 faculty member's retirement.

E. BEREAVEMENT LEAVE

1. The University shall grant a Unit 18 faculty member's request for bereavement leave due to the death of a family member as defined in section E.2., below. The period of such leave shall be up to three (3) days per occurrence, and the Unit 18 faculty member shall receive up to three (3) days' pay for bereavement leave. Nothing in this section shall preclude the University from granting a longer period of unpaid bereavement leave.
2. Family member (including step-family member) for the purpose of bereavement leave is defined as one's mother, father, sister, brother, parent-in-law, spouse, domestic partner, parent of domestic partner, grandparent, grandchild, child, son/daughter-in-law, adopted or foster child (including children of a domestic partner or legal ward who is under 18 years). Parent includes a biological, foster, or adoptive parent, step-parent, legal guardian, or an individual who stood in loco parentis to the Unit 18 faculty member when the Unit 18 faculty member was a child.

F. JURY DUTY

A Unit 18 faculty member shall be eligible for a paid jury duty leave when summoned for required jury duty service. The Unit 18 faculty member shall provide the University with verification of jury duty service. The University will not provide paid jury duty leave absent advance notice and verification of service.

G. MILITARY LEAVE

The University shall provide military leave for Unit 18 faculty members who are called to active U.S. military service or state military service according to applicable University military leave policy or as otherwise required by applicable law.

H. MILITARY SPOUSE/DOMESTIC PARTNER LEAVE

A Unit 18 faculty member who is a spouse or domestic partner of a member of the Armed Forces, National Guard, or Reserves may take this leave during a “qualified leave period” when the Unit 18 faculty member’s spouse or domestic partner is on leave from a period of military conflict. “Qualified leave period” means the period during which the “qualified member” is on leave from deployment during a period of military conflict. An eligible Unit 18 faculty member shall be entitled to up to a maximum of ten (10) days of unpaid leave during a qualified leave period.

1. Eligibility - To be eligible, a Unit 18 faculty member must satisfy all of the following criteria:
 - a. Be a spouse or domestic partner of a “qualified member” (defined below),
 - b. Perform services for the University for an average of 20 or more hours per week,
 - c. Provide the University with notice of the Unit 18 faculty member’s intention to take the leave within two (2) business days of receiving official notice that the qualified member will be on leave from deployment, and
 - d. Submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the Unit 18 faculty member.
2. Definitions
 - a. “Qualified member” means a person who is any of the following:

- 1) A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or
 - 2) A member of the National Guard who has been deployed during a period of military conflict, or
 - 3) A member of the Reserves who has been deployed during a period of military conflict.
- b. Period of military conflict” means either of the following:
- 1) A period of war declared by the United States Congress, or
 - 2) A period of deployment for which a member of a reserve component is ordered to active duty, as defined in California Military & Veterans Code section 395.10.
4. Substitution of Paid Leave – This leave is unpaid leave, except that a Unit 18 faculty member who accrues vacation leave may use accrued vacation leave instead of taking the leave without pay.

I. NON-FML PARENTAL LEAVE WITHOUT PAY

1. Description and Eligibility
 - a. A Unit 18 faculty member is eligible for a full-time or part-time parental leave without pay for up to one year to care for a child, as defined in Section B. 3. a. The child may be the Unit 18 faculty member’s child or that of a spouse or domestic partner.
 - b. The University will not grant a parental leave without pay beyond the end date of a Unit 18 faculty member’s term appointment service period.
2. Interaction with Family and Medical Leave Entitlement
 - a. A Unit 18 faculty member who is eligible for FML under the FMLA/CFRA shall be granted an unpaid Parental Bonding Leave to

care for a newborn child or a child newly placed for adoption or foster care. Up to 12 workweeks of the parental leave granted under this section shall run concurrently with the Unit 18 faculty member's FML Parental Bonding Leave. FML Parental Bonding Leave has certain obligations and benefits, as set forth in Section B.15 above, including:

b. Timing

FML Parental Bonding Leave must be concluded within 12 months following the child's birth or placement.

c. Effect on Benefits

A benefits eligible Unit 18 faculty member on a FML Parental Bonding Leave, with or without pay, shall be entitled to continue participation in health coverage as set forth in Section B.10 above. Other group insurance coverage and retirement benefits shall be administered in accordance with the provisions of the applicable group insurance and retirement system regulations.

3. A Unit 18 faculty member on a parental leave under this section that is not running concurrently with an FML Parental Bonding Leave is responsible for the continuation of benefits during any unpaid portion of the leave, as set forth in Section I0.8. above.

J. VACATION - For Fiscal Year Unit 18 Faculty Members Only

1. Definition

Vacation is paid time off from University obligations for the purpose of rest and rehabilitation.

2. Eligibility

Only Unit 18 faculty members on fiscal year appointments at fifty percent (50%) of full-time or more for at least six months accrue vacation.

3. Accrual and Use

- a. Eligible full-time Unit 18 faculty members accrue vacation at the rate of two (2) working days a month. Eligible part-time Unit 18 faculty members accrue vacation at a proportionate rate of full time credit.
- b. Vacation allowance shall not accrue during a leave of absence without pay. Vacation credit shall be accrued by the Unit 18 faculty member on a leave of absence with pay. Accrued vacation shall be used at a time or times in keeping with the program of work being conducted by the Unit 18 faculty member, and approved by the designated University official.
- c. Regularly scheduled days off and the University administrative holidays shall not be charged against vacation time.
- d. Except when a campus allows the use of anticipated vacation in times of holiday closures, a Unit 18 faculty member may not anticipate vacation, that is, vacation is limited to the vacation time actually accrued by the date set for the Unit 18 faculty member's vacation.
- e. Records showing accrual and usage of vacation leave credit will be maintained for the Unit 18 faculty member.

K. VOTING

A Unit 18 faculty member shall be granted leave with pay, up to a maximum of two (2) hours, for voting in a statewide primary or general election if the Unit 18 faculty member is scheduled to work eight (8) hours or more on that day and does not have time to vote outside of working hours.

L. BLOOD DONATIONS

A Unit 18 faculty member may be granted leave with pay, up to a maximum of two (2) hours, for donating blood during regularly scheduled hours of work.

M. WITNESS LEAVE

Witness Leave is leave with pay for time spent attending administrative or legal proceedings on behalf of the University or appearing as a subpoenaed witness in

an administrative or legal proceeding. Leave shall be granted for the actual time spent in proceedings and in related travel not to exceed the Unit 18 faculty member's normal workday and work week. Leave with pay will not be granted when a Unit 18 faculty member is a plaintiff or defendant in a proceeding unrelated to University employment, is called or subpoenaed as a paid expert witness not on behalf of the University or is called or subpoenaed because of duties for another employer. All Unit 18 faculty members are eligible to apply for leaves in accordance with other leaves with or without pay.

N. OTHER LEAVES/PERSONAL LEAVES

1. Other Leaves/Personal Leaves may be granted with or without pay at the University's sole discretion or if required by applicable law. Such leaves may include unpaid leave where the Unit 18 faculty member either does not qualify for, or has exhausted, a leave provided in this Article.
2. A Unit 18 faculty member who wishes to take a leave of absence shall submit a timely request for leave to the appropriate University administrator with sufficient specific information to allow the University to make a decision. The application shall identify the period of the leave and whether the leave requested is with or without pay.
3. Such leaves shall normally not exceed one calendar year. In exceptional circumstances, such leaves may be extended at the sole discretion of the University.
4. Personal Leaves taken for Family Care or Bonding shall be considered Qualified Personal Leaves for the purpose of Unit 18 Pay for Family Care and Bonding under Section P.
 - a. A personal leave for family care or bonding and taken under the Unit 18 Pay for Family Care and Bonding program shall not be unreasonably denied.
 - b. A Unit 18 faculty member who has been granted a personal leave for Family Care or Bonding shall be reinstated to the same or a similar position to which the Unit 18 faculty member was appointed if the return date is during the term of the appointment service period. If the position held has been abolished or affected by layoff during the leave, the Unit 18 faculty member shall be afforded the

same considerations that would have been afforded had that Unit 18 faculty member been actively working rather than on leave when the position was abolished or affected by layoff. These reinstatement rights do not apply if reinstatement is sought after the expiration of the Unit 18 faculty member's appointment service period.

O. ACTIVE SERVICE-MODIFIED DUTIES – FAMILY ACCOMMODATIONS FOR CHILDBEARING AND CHILDREARING

1. Definition: Active service-modified duties is a period during which normal duties may be reduced so that a Unit 18 faculty member can prepare for and/or care for a newborn child or a child newly placed for adoption or foster care. During a period of active service modified duties, the Unit 18 faculty member is on active service and is expected to perform some portion of his or her normal duties. A period of active service-modified duties is not a leave of absence.
2. Eligibility:
 - a. To be eligible for active service-modified duties, a Unit 18 faculty member must be responsible for 50 percent or more of the care of a child. The child may be the Unit 18 faculty member's child or that of a spouse or domestic partner. A Unit 18 faculty member is eligible for a period of active service-modified duties for each event of birth or placement. The birth or placement of one or more children at the same time constitutes a single event of birth or placement. Eligibility for a period of active service-modified duties shall normally extend from 3 months prior to 12 months following the birth or placement.
 - b. A Unit 18 faculty member who is a birth mother and who has a full-time appointment for at least one full academic year (three quarters or two semesters) or for the entire fiscal year (four quarters) is eligible for a total period of active service-modified duties of three quarters (or two semesters), which includes any time taken for paid pregnancy disability leave (up to 8 weeks), to enable the birth mother to recover fully from the effects of pregnancy and childbirth and to prepare for and/or care for the newborn child. If the Unit 18 faculty member gives birth during the summer

or an off-duty term, the Unit 18 faculty member is eligible for a total period of active service-modified duties of three quarters (or two semesters).

- c. An eligible Unit 18 faculty member who is not the birth mother and who has a full-time appointment for at least one full academic year (three quarters or two semesters) or for the entire fiscal year (four quarters) is eligible for active service-modified duties of one quarter (or one semester).

3. Submission of Request

A Unit 18 faculty member shall submit a written request to the department chair or unit head of the need for a period of active service-modified duties. The request must include a written statement by the Unit 18 faculty member certifying that the is responsible for 50 percent or more of the care of a newborn child or a child under age five (5) newly placed for adoption or foster care. The department chair and/or equivalent will discuss the proposed modifications with the Unit 18 faculty member. The determination of the modified duties, such as assignment of additional resources, is at the sole non-grievable discretion of the University.

- 4. The University will not grant any active service-modified duties beyond the end date of a Unit 18 faculty member's term appointment service period.

P. UNIT 18 PAY FOR FAMILY CARE AND BONDING

Section P shall be in effect and replace the Pay for Family Care and Bonding Side Letter following its expiration on June 30, 2022.

1. General

- a. In order to support the needs of Unit 18 faculty members to take care of their family members, the Unit 18 Pay for Family Care and Bonding (PFCB) section is an income replacement option for up to four (4) workweeks per calendar year that will be available to Unit 18 faculty members who are on an approved leave [Family and Medical Leave (FML) or Qualified Personal Leave] as set forth below.

- b. Although Article 12 - Leaves of Absence and Active Service Modified Duties states that FML is unpaid except for those situations where the Article authorizes and/or requires the use of specified paid leave accruals during FML, this Agreement modifies the Article to give Unit 18 faculty members the option to be paid during FML or Qualified Personal Leave using the Unit 18 PFCB in accordance with the terms below.
- c. In order to be eligible for PFCB, a Unit 18 faculty member must be on active pay status and on an approved leave (FML or Qualified Personal Leave) taken for one of the qualifying reasons below, and the Unit 18 faculty member must be taking that leave in a block of a minimum of one workweek.
- d. Family and Medical Leaves that qualify for the PFCB option are those leaves taken under the FMLA and/or CFRA for parental bonding, to care for a family member with a serious health condition, for Military Caregiver Leave, or for Qualifying Exigency Leave. Article 12 - Leaves of Absence and Active Service Modified Duties outlines the eligibility requirements for Family and Medical Leave. PFCB is not an option available during any other type of leave.
- e. Qualified Personal Leave is leave time that qualifies for the PFCB option for parental bonding, to care for a family member with a serious health condition, for Military Caregiver Leave, or for Qualifying Exigency Leave where a Unit 18 faculty member does not qualify for leave under FML.
- f. If a Unit 18 faculty member elects to use PFCB for a particular qualifying block leave rather than using paid leave accruals, if available, other available pay options, or taking the leave without pay, the Unit 18 faculty member must continue to use PFCB until they either exhaust their full four (4) workweeks of PFCB for the calendar year, the qualifying block leave ends, or their service period ends. If their leave ends before they have used the full four workweeks of PFCB for the calendar year, the remainder is available to use during a qualifying block leave later in the calendar year, provided they have an active Unit 18 appointment during that time period.

- g. For a Unit 18 faculty member holding an appointment with a definite end date, neither a FML nor a qualified personal leave may be approved beyond the end date of their service period; therefore, the PFCB option is not available beyond the end date of that service period.
- h. A Unit 18 faculty member may not use any paid leave accruals (e.g., vacation, sick leave, as applicable), or any other available pay option while receiving PFCB.

2. PFCB Calculation

The PFCB option provides pay calculated at 100 percent (100%) of a Unit 18 faculty member's eligible earnings in the bargaining unit.

3. Eligible Earnings

Eligible earnings include a Unit 18 faculty member's base salary payable through the University. Base salary includes on-scale and above-scale, where applicable. Eligible earnings do not include pay that is received in addition to the Unit 18 faculty member's regular appointment such as "by agreement" payments, honoraria, compensation for extension teaching, summer session teaching, and any other compensation received that exceeds 100% of the base salary of the full-time equivalent of the Unit 18 faculty member's eligible appointment(s). However, if the only appointment is for extension or summer session teaching or is a "by agreement" appointment, and the Unit 18 faculty member meets all other PFCB eligibility criteria, those earnings are considered eligible earnings. PFCB is based on the salary rate in effect during the leave.

4. Pay and Benefit Considerations

a. Accruals and Service Credit

Because a Unit 18 faculty member is paid 100 percent of eligible earnings when receiving PFCB, vacation and sick leave accruals, employment service credit, and retirement service credit are calculated as if the Unit 18 faculty member is on pay status for 100 percent of their normal work effort.

b. Taxability and Deductions

PFCB is considered taxable wages. A Unit 18 faculty member's normal deductions are taken from PFCB.

c. Benefits

Health and welfare benefits deductions will be taken from PFCB in accordance with the Unit 18 faculty member's benefit elections. Receiving PFCB does not, in itself, affect benefits status or eligibility. However, benefits regulations affecting return to pay status after a leave without pay will apply if the Unit 18 faculty member returns to pay status by receiving PFCB.

Q. GRIEVABILITY AND ARBITRABILITY

1. The provisions of this Article are subject to Article 32 — Grievance Procedure.
2. Only sections A.2, A.3, A.4, and A.9, and the procedural issues of this article, are subject to Article 33 — Arbitration.

ARTICLE 13

TRAVEL

- A.** The University shall reimburse Unit 18 faculty for related per diem and expenses for required travel on official University business. Reimbursement rates and methods shall be those provided in general to other University employees.
- B.** When Unit 18 faculty on requested and approved travel are reimbursed in whole or in part for per diem and expenses, the same criteria for payment as are currently applied to other University employees will be used.
- C.** UC Policy G-28 Travel Regulations shall apply in full to Unit 18 faculty. UC Policy G-28 "Travel regulations" is available at <https://policy.ucop.edu/doc/3420365/BFB-G-28>.

ARTICLE 14 HOLIDAYS

- A.** The University observes the following days as administrative holidays:
- New Year's Day
 - MLK Day - Third Monday in January
 - Presidents Day - Third Monday in February (or announced equivalent)
 - Cesar Chavez - Last Friday in March (or announced equivalent)
 - Memorial Day - Last Monday in May
 - Juneteenth, June 19 (*or announced equivalent*)
 - Fourth of July
 - Labor Day
 - Veterans Day
 - Thanksgiving Day
 - Friday following Thanksgiving Day (or announced equivalent)
 - December 24 (or announced equivalent)
 - December 25 (or announced equivalent)
 - December 31 (or announced equivalent).
- B.** Official holidays for both academic-year and fiscal-year appointees are those administrative holidays as set forth annually in the University calendar and which occur during the appointee's period of service with the University. Periods of academic recess are not regarded as holidays.
- C.** Unless alternate days are designated by the University, when a holiday falls on a Sunday, the following Monday is observed; and when a holiday falls on a Saturday, the preceding Friday is observed.
- D.** Unit 18 faculty working at non-University locations shall observe the official holidays observed at those locations in lieu of the holidays listed above.

ARTICLE 15
MOVING EXPENSES

- A.** A Unit 18 faculty member who accepts a position at a different campus may be provided with covered moving expenses.
- B.** Determinations regarding eligibility for reimbursement and determinations regarding which expenses, if any, will be covered are made at the sole discretion of the University.

ARTICLE 16 MEDICAL SEPARATION

A. GENERAL PROVISIONS

1. The Chancellor or Chancellor's designee has the authority to approve medical separation in accordance with this Article.
2. Medical separation is a separation from employment when a Unit 18 faculty member is unable to perform the essential assigned functions of the Unit 18 faculty member's position, with or without reasonable accommodation, due to a documented disability. Except by mutual consent, a Unit 18 faculty member shall not be medically separated under this Article while on any approved leave.
3. Except as provided in A.4. below, a medical separation shall be based on:
 - a. a statement describing the essential functions the Unit 18 faculty member is unable to perform and a written review by the location's disability manager or appropriate University representative, determining that no reasonable accommodation exists without causing undue hardship to the University; and,
 - b. any pertinent medical information provided by the Unit 18 faculty member's licensed health care provider and/or the University's health care provider.
4. A medical separation may also be based on the Unit 18 faculty member's receipt or notice of approval for disability payments from a retirement system to which the University contributes, such as UCRS or PERS and a written review by the location's disability manager or other appropriate representative that the interactive process was conducted.

B. PROCEDURES FOR MEDICAL SEPARATION REVIEW

1. Prior to the initiation of a medical separation review, the Department Chair, Dean, or unit head, with the assistance of the campus Disability Management office (or equivalent), shall attempt to consult with the Unit 18 faculty member who is being considered for a medical separation review.
2. Thereafter and after consultation with the Disability Management office (or equivalent), and discussion with the Unit 18 faculty member, if possible, the Department Chair, Dean, or unit head may determine that a medical separation review should be initiated.

3. To initiate a medical separation review, the Department Chair, Dean, or unit head shall prepare, in coordination with the Disability Management office (or equivalent), a medical separation review file. The file should describe the essential functions of the position, those functions that the Unit 18 faculty member is unable to perform, the interactive process that took place to consider possible accommodations, and why reasonable accommodations were not possible or were unsuccessful; and it should contain any other pertinent documentation.
4. When requested by the University, the Unit 18 faculty member is responsible for providing the location's disability manager or other appropriate University representative with medical documentation regarding the Unit 18 faculty member's disability and how it limits the Unit 18 faculty member's ability to perform the essential functions of the job. The University may require that a University-appointed licensed healthcare provider examine the Unit 18 faculty member and/or confirm the documentation provided by the Unit 18 faculty member. In such a case, the University will pay the costs of the University-appointed health care provider.
5. After a review and recommendation by the Department Chair or unit head and the Disability Management office (or equivalent), the Dean shall decide whether to forward the file to the Chancellor or Chancellor's designee for a determination. If forwarding it, the Dean shall first send to the Unit 18 faculty member a copy of the medical separation review file with a notice of intent to forward the file to the Chancellor or Chancellor's designee and stating that the Unit 18 faculty member may respond verbally or in writing to the Dean within thirty (30) consecutive days of the date of the notice. Following a review of any such response, which shall be added to the review file, the Dean may decide to forward the file to the Chancellor or Chancellor's designee.

C. NOTICE OF INTENT TO MEDICALLY SEPARATE

When the University intends to medically separate a Unit 18 faculty member, the Chancellor or Chancellor's designee shall provide written notice to the Unit 18 faculty member of the intention to separate. The notice shall:

1. be given to the Unit 18 faculty member either by delivery of the notice to the Unit 18 faculty member in person, or by mail with Proof of Service;
2. state the reason for the medical separation, including:

- a. a description of the essential functions of the position that the Unit 18 faculty member is unable to perform, with or without reasonable accommodation, due to their disability or medical condition; and
 - b. provide an explanation of why the Unit 18 faculty member cannot be reasonably accommodated, including where applicable, whether reasonable accommodations were attempted and failed;
3. include copies of pertinent material considered; and
4. state that the Unit 18 faculty member or their representative has the right to respond to the notice of intent, either orally or in writing, and to whom, within thirty (30) calendar days from the date of issuance of such notice; and
5. state the proposed effective date of the action, which shall be no earlier than forty-five (45) calendar days from the date of this notice.

D. NOTICE OF MEDICAL SEPARATION

If the University determines that a medical separation is appropriate and that no reasonable accommodation can be made, the Unit 18 faculty member will be given written notice of the medical separation. The notice shall:

1. specify the effective date of the medical separation;
2. state the reasons for the medical separation;
3. the right to grieve; and
4. shall be sent by U.S. first class mail to the Unit 18 faculty member's home address on file with UC Path.

The University shall provide concurrent notice to the Union of notice of intent to medically separate a Unit 18 faculty member.

ARTICLE 17
LAYOFF, REDUCTION IN TIME AND REEMPLOYMENT

A. GENERAL PROVISIONS

1. All layoffs and reductions in time, and reemployment from layoff status, must be made in accordance with the provisions of this Article.
2. This Article does not apply to Summer Session appointments.
3. Consistent with this Agreement, the University has the sole discretion to determine when a layoff or reduction in time is necessary, and to determine the function(s) and the title code(s) on a particular campus within which the staffing level(s) are to be reduced.
4. The provisions of this Article do not nullify or modify the applicable University and campus policies or procedures that exist or may be developed pertaining to disestablishment.
5. The provisions of this Article pertain to actions taken within a layoff unit, as defined in Section B.3., below.
6. The University shall not apply the provisions of this Article in an arbitrary, capricious or unreasonable manner.
7. For purposes of Article 7a and 7b and this Article only, layoff periods of less than one quarter or semester count towards eligibility for Continuing Appointment status and seniority.
8. If a Unit 18 faculty member rejects any part or the entirety of an appointment offered by the University, the part or entirety rejected is not a layoff or reduction in time.

B. DEFINITIONS

1. Layoff
 - a. A layoff is an involuntary separation from employment in a layoff unit, due to a programmatic change, budgetary considerations, or a lack of work for the Unit 18 faculty member.
 - b. Pre-Six Appointees are separated automatically from employment at the expiration of their appointment. Such separation does not constitute a layoff.

- c. With the exception of dismissals pursuant to Article 30 - Discipline and Dismissal, a rescission, reduction in time, or involuntary separation of employment after the issuance of an appointment letter to the Unit 18 faculty member, acceptance of the appointment, and before the ending date of the appointment defined therein is considered a layoff or reduction in time and is subject to the provisions of this article.
- 2. Reduction in Time: A reduction in time occurs when a Unit 18 faculty's appointment in a layoff unit is involuntarily reduced due to a programmatic change, budgetary considerations, or a lack of work for the Unit 18 faculty member.
- 3. Layoff Unit: The layoff unit shall be the department, program or equivalent unit.
- 4. Seniority
 - a. Seniority is based on total quarters or semesters of service on pay status in the bargaining unit, in the same layoff unit. When Unit 18 faculty have the same total quarters or semesters of service on pay status in the bargaining and layoff unit, the following methods will be used to assign rankings until unique rankings are achieved:
 - 1). earliest date of first hire in the bargaining unit in the department, program, or unit;
 - 2). earliest date of first hire in the bargaining unit on the campus;
 - 3). earliest date of first hire within the University, regardless of department, campus, job title, or bargaining unit, excluding employment as a student.
 - 4). earliest date of birth using month and date in the calendar year will serve as a final tiebreaker (e.g. the birthdate of March 6th would be more senior than the birthdate of May 20th.)
 - b. When a pre-six Unit 18 faculty member and a Continuing Appointee are teaching the same course in the same layoff unit the University shall lay off or reduce the appointment percentage of the pre-six Unit 18 faculty member before laying off or reducing the appointment percentage of a Continuing Appointee.

- c. Unit 18 faculty who hold Continuing Appointments shall have seniority over Unit 18 faculty who have achieved Continuing status but who have not yet begun a Continuing Appointment. Unit 18 faculty who achieved Continuing Appointee status but who have not yet begun a Continuing Appointment shall have seniority over pre-six Unit 18 faculty.

C. CONSIDERATIONS PRIOR TO LAYOFF OR REDUCTION IN TIME

1. When the University has determined that Unit 18 faculty staffing cuts are necessary, it will consider attrition, retirement, and voluntary reduction in Unit 18 faculty staffing within the layoff unit in order to avoid a layoff or reduction in time.
2. In response to the University's determination that a layoff or reduction in time is needed, Unit 18 faculty may volunteer for layoff or reduction in time. This would not constitute a rejection of an appointment pursuant to Section A.8. At its sole discretion, the University may accept any Unit 18 faculty member's written request to volunteer for layoff or reduction in time. However, the University shall not solicit volunteers for layoff or reduction in time. The University will transmit a copy to the Union of the acceptance, if any, of the Unit 18 faculty member's request within five (5) business days.

D. SELECTION FOR LAYOFF AND REDUCTION IN TIME

1. When there is no substantial difference in the degree of special skills, knowledge, or ability essential to the layoff unit as determined by the University, the order of layoff or reduction in time shall be in inverse order of seniority.
2. In addition to the reasons set forth in B.1. and B.2. above, the University may lay off or reduce the appointment percentage of a Continuing Appointee as a result of assigning the course(s) taught by the Continuing Appointee to Senate Faculty or to graduate academic student employee. Nevertheless, the University may not lay off or reduce the appointment of a Continuing Appointee in order to assign the course(s) taught by the Continuing Appointee to a graduate academic student employee who is studying in a different department and unrelated discipline, unless such assignment is in accordance with the department's or division's academic plan for the pedagogical training of its graduate students.
3. When a Continuing Appointee has received a notice of layoff or reduction in time, and the Continuing Appointee or the Union on behalf of the Continuing Appointee alleges that s/he is equally qualified to perform the work being done by one or more less senior Unit 18 faculty members in

the same layoff unit, the University shall evaluate the qualifications of the less senior Unit 18 faculty members named by the Continuing Appointee. If the University determines that the more senior Continuing Appointee's qualifications are substantially equal to those of the less senior Unit 18 faculty, the University shall lay off or reduce in time the less senior Unit 18 faculty.

E. NOTICE OF LAYOFF OR REDUCTION IN TIME

1. Written Notice of Layoff or Reduction in Time
 - a. Unit 18 faculty shall be given advance written notice of the effective date of any layoff or reduction in time in accordance with the chart in Section K below.
 - b. The notice shall identify whether the layoff or reduction in time is due to a programmatic change, budgetary considerations, or a lack of work for the Unit 18 faculty member.
 - c. When the University provides written notice to the Unit 18 faculty member, the University shall transmit a copy of the notice to the Union within five (5) business days.
2. Pay in Lieu of Notice for Layoff or Reduction in Time
 - a. Where advance written notice of layoff or reduction in time is not given within the timelines provided for in the chart in Section K below, pay in lieu of notice, or a combination of timely notice and pay in lieu of notice, will be provided, as set forth in the chart.
 - b. Pay in lieu of notice shall never exceed the pay the Unit 18 faculty member would have received absent the layoff or reduction in time.
3. Reduction in Time that Impacts Health and Welfare Benefits
 - a. Whenever possible, Unit 18 faculty shall be given advance notice when the reduction in time can reasonably be expected to affect their eligibility for health and welfare benefits. The notice shall identify whether the reduction in time is based on programmatic change, budgetary considerations, or lack of work for Unit 18 faculty.

F. MEET AND DISCUSS / CONSULT

1. Within fifteen (15) calendar days of the date of the issuance of the layoff notice, the Union may request to meet with the University to discuss the effect of the layoff or reduction in time.
2. However, nothing in this Article shall preclude the department chair or unit head from consulting with the affected Unit 18 faculty member.

G. REEMPLOYMENT

1. Duration
 - a. For the duration of reemployment rights, refer to the chart in Section K below.
 - b. Unit 18 faculty retain reemployment rights for the remainder of the reemployment period if they turn down or do not respond within fourteen (14) calendar days to a first written offer of reemployment at the same or higher percentage of time sent to the Unit 18 faculty member's last known personal email and postal address on file.

2. Order of Reemployment

If more than one qualified Unit 18 faculty member is on layoff or reduced time status from the same department, program or unit, the order of reemployment shall be on the basis of special skills, knowledge or ability essential to the department or unit. When there is no substantial difference in the degree of special skills, knowledge and ability essential to the department or unit as determined by the University, the order of reemployment shall be in inverse order of layoff or reduction in time, according to the definition of seniority as set forth in B.4. above.

3. Temporary Reemployment

In the event the University decides to offer temporary reemployment opportunities of no more than one quarter or semester in the same layoff unit and title group, the temporary reemployment shall not constitute a recall for reemployment purposes. Further, a Unit 18 faculty member's acceptance of temporary reemployment of no more than one quarter or semester will not nullify said Unit 18 faculty member's layoff or reduced time status. Should instructional need exist beyond this temporary period, the Unit 18 faculty member's employment status previous to the layoff or reduction in time shall be reinstated.

4. Termination of the Right to Reemployment

- a. The right to reemployment terminates if a Unit 18 faculty member:
 - 1) accepts an appointment at the same or higher percentage of time in the same title and layoff unit from which the Unit 18 faculty member was reduced in time or laid off;
 - 2) refuses or fails to respond within fourteen (14) days to a second written offer of reemployment at the same or higher percentage of time sent to the Unit 18 faculty member's last known personal email and postal addresses on file. The second written offer of reemployment must be separate from the first offer per Section G.1.c. However, the right to reemployment does not terminate if the two offers are for courses/work within the same academic year or if the Unit 18 faculty member is unable to resume employment because of other employment commitments made in response to the layoff.
- b. If the University is attempting to employ a Unit 18 faculty member on an urgent basis and if a laid-off or reduced in time Unit 18 faculty member who has reemployment rights cannot be reached and/or does not respond within seven (7) calendar days, the University may fill the position. In this instance or when failure to respond was due to extraordinary circumstances, a laid off or reduced in time Unit 18 faculty member will not have waived any future reemployment rights.

H. PLACEMENT ASSISTANCE

To the extent available at each department or campus, the University will, upon request, provide assistance in seeking placement to any Unit 18 faculty who has been laid off.

I. BENEFIT COVERAGE

A Unit 18 faculty member on reduced time may continue, if previously enrolled, in certain group insurance programs for the length of time provided by the University's Group Insurance Regulations, subject to the payment of full premiums by the Unit 18 faculty member. A reduced time appointment of more than one-half of the working days of a month does not count towards University service for benefit purposes unless the reduced time appointment continues to qualify the Unit 18 faculty member for such benefits.

J. GRIEVANCE AND ARBITRATION

1. A grievance alleging a violation of this article must be filed within thirty (30) calendar days of the transmission of notice to the Union. With respect to grievances based on alleged violations that would not be apparent when the written notice is issued, such grievances must be filed within thirty calendar (30) days of the date on which the Unit 18 faculty member/Union knew or should have known of the alleged violation, whichever is earlier.
2. In any arbitration involving layoff or reduction in time, the arbitrator shall not have the authority to substitute the arbitrator's judgment for that of the University regarding the necessity for the layoff or reduction in time, or the functions/programs or titles affected by the layoff or reduction in time. Consistent with the provisions of this Agreement, the Arbitrator shall defer to the University's judgment regarding a Unit 18 faculty member's academic qualifications unless the Union demonstrates that there was no reasonable basis for the University's decision.
3. If the arbitrator determines that the University failed to consider the qualifications of a Continuing Appointee relative to a less senior Unit 18 faculty member identified by the Continuing Appointee or the Union (pursuant to Section D.3., the arbitrator's remedial authority shall be limited to ordering such consideration. Upon the request of either party, the arbitrator may retain jurisdiction to ensure that the procedural flaws have been addressed.
4. When the Union has alleged that the University's stated reason(s) for a decision to lay off is pre-textual or factually incorrect, the arbitrator will consider all the evidence submitted by the parties and may reverse a University decision when s/he determines that the decision is contrary to the weight of all the evidence.
5. Allegations of procedural violations of this Article shall be subject to the Grievance and Arbitration provisions of this Agreement.

K. LAYOFF SCHEDULES

1. Pre-Six Unit 18 faculty Schedule Chart:

	Appointment type and duration	Action	Advance Written Layoff Notice	Reduction in Time Notice	Pay in Lieu of Notice	Reemployment Rights
a.	All pre-six Unit 18 faculty	Either layoff or reduction in time of one IWC or less, or one course if valued at greater than one IWC	Thirty (30) calendar days	Thirty (30) calendar days	Thirty (30) calendar days	For the remaining duration of the appointment prior to the layoff or reduction in time
b.	Pre-six Unit 18 faculty on quarter 1/9 or semester 1/10 appointments, or the first year of an initial 9/12 academic year appointment	Either Layoff or reduction in time of multiple courses that combined exceed one IWC	Thirty (30) calendar days	Thirty (30) calendar days	Thirty (30) calendar days	For the remaining duration of the appointment prior to the layoff or reduction in time
c.	Pre-six Unit 18 faculty with 9/12 academic year appointments, with four (4) through nine (9) full or partial quarters or three (3) through six (6) full or partial semesters of University service in the layoff unit	Either Layoff or reduction in time of multiple courses that combined exceed one IWC	Sixty (60) calendar days	Sixty (60) calendar days	Thirty (30) calendar days	For the remaining duration of the appointment prior to the layoff or reduction in time
d.	Pre-six Unit 18 faculty with 9/12 academic year appointments, with ten (10) full or partial quarters or seven (7) full or partial semesters of University service in the layoff unit	Either Layoff or reduction in time of multiple courses that combined exceed one IWC	Ninety (90) calendar days	Ninety (90) calendar days	Thirty (30) calendar days	For the remaining duration of the appointment prior to the layoff or reduction in time

2. Continuing Unit 18 faculty Schedule Chart

	Appointment type	Action	Advance Written Layoff Notice	Reduction in Time Notice	Pay in Lieu of Notice	Reemployment Rights
a.	Continuing Unit 18 faculty	Reduction in time of one IWC or less, or one course if valued at more than one IWC	n/a	Thirty (30) calendar days	Thirty (30) calendar days	Two (2) years from the effective date of the reduction in time
b.	Continuing Unit 18 faculty	Reduction in time of multiple courses that combined exceed one IWC	n/a	Sixty (60) calendar days	Sixty (60) calendar days	Two (2) years from the effective date of the reduction in time
c.	Continuing Unit 18 faculty	Layoff	Twelve (12) months	n/a	Twelve (12) months	Two (2) years from the effective date of the reduction in time
d.	Senior Continuing Lecturer	Reduction in time of one IWC or less, or one course if valued at more than one IWC	n/a	Thirty (30) calendar days	Thirty (30) calendar days	Three (3) years from the effective date of the reduction in time
e.	Senior Continuing Lecturer	Reduction in time of multiple courses that combined exceed one IWC	n/a	Sixty (60) calendar days	Sixty (60) calendar days	Three (3) years from the effective date of the reduction in time
f.	Senior Continuing Lecturer	Layoff	Twelve (12) months	n/a	Twelve (12) months	Three (3) years from the effective date of the reduction in time

ARTICLE 18 RESIGNATION

- A. A resignation is a voluntary separation from the University by a Unit 18 faculty member. Wherever possible, the Unit 18 faculty member who resigns from a position with the University prior to the ending date of an existing appointment shall submit a letter of resignation at least thirty (30) calendar days prior to the first day of instruction of the next semester/quarter in which the Unit 18 faculty member is scheduled to teach.
- B. A letter of resignation that has been submitted at least thirty (30) calendar days prior to its effective date may be withdrawn within five (5) calendar days of its agreement of the University and the Unit 18 faculty member.
- C. The University shall not threaten a Unit 18 faculty member with dismissal in an attempt to force the Unit 18 faculty member to resign. The University may offer the Unit 18 faculty member the opportunity to resign whenever it has a bona fide basis for dismissal.

ARTICLE 19 REASSIGNMENT

- A.** Reassignment is defined as a change of a department of a Unit 18 faculty member on the same campus during the term of an appointment. Reassignment is not a form of corrective action. Reassignment shall be initiated by the University in consultation with the Unit 18 faculty member involved. The University shall notify the Unit 18 faculty member in writing no less than thirty (30) calendar days in advance of the reassignment, with concurrent notice to the UC-AFT. The University, upon request, will meet with the Unit 18 faculty member and/or the UC-AFT within fifteen (15) calendar days of the notification to discuss the reassignment and will meet and confer regarding any impact not addressed in the provisions of this Agreement.
- B.** A Unit 18 faculty member who applies for and accepts an appointment in a different department is not considered to have been reassigned.
- C.** The provisions of this Article do not nullify or modify the applicable University and campus policies or procedures which exist or may be developed pertaining to disestablishment.

ARTICLE 20 REASONABLE ACCOMMODATION

A. GENERAL PROVISIONS

1. It is the responsibility of the Unit 18 faculty member to inform the University of the need for an accommodation, unless the disability or need for accommodation is known to the University.
2. The request for accommodation may be made formally or informally, orally or in writing or made by someone on behalf of the Unit 18 faculty member. The request may be made to the Unit 18 faculty member's department chair, department chair's (or equivalent) designee, or the campus disability management office (or equivalent).
3. In a manner that is consistent with applicable law, the University provides reasonable accommodation to qualified Unit 18 faculty who are disabled or become disabled and need assistance to perform the essential functions of their jobs. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances, since all accommodations will be determined in accordance with the specific functional abilities of the employee in coordination with the requirements of the employee's job. The interactive process shall be used to determine what, if any, reasonable accommodation will be made.
4. No provision of this Article is intended to waive any rights of the Unit 18 faculty member under state and federal statutes.

B. MEDICAL DOCUMENTATION

When requested by the University, the employee is responsible for providing the University disability manager or other appropriate University representative with medical documentation regarding the employee's disability and how it limits the employee's ability to perform the essential functions of the job. The University may require that a University-appointed licensed healthcare provider examine the employee and/or confirm the documentation provided by the employee. In such a case, the University shall pay the cost of the University-appointed healthcare provider.

C. THE INTERACTIVE PROCESS

1. When an employee requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is an ongoing dialogue between the employee and appropriate University representatives about possible options for reasonably accommodating

the employee's disability. Both the University and the employee are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation.

2. During the interactive process, the University considers information related to: the essential functions of the job, the **Unit 18 faculty member's** functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made. While the University will consider the **Unit 18 faculty member's** suggestions and preferences regarding which accommodation(s) to implement, the University will determine which accommodation(s) will be implemented.
 3. Upon receipt of information about the need for accommodation, the department chair or department chair's (or equivalent) designee may consult with the campus Disability Management office (or equivalent) to determine if the Unit 18 faculty member is an otherwise qualified individual with a disability, and if so, to obtain assistance in reviewing essential job functions and the possible need for reasonable accommodation.
 4. If the implementation of a particular reasonable accommodation will result in a change to the Unit 18 faculty member's role and/or responsibilities, the University shall inform the Unit 18 faculty member of those changes in writing.
 5. If any change in circumstances warrants re-evaluation of the accommodation(s) in place, the University and the Unit 18 faculty member will resume the interactive process.
 6. If the University determines that the employee cannot be reasonably accommodated in his or her current position, reassignment to an available alternative position for which the Unit 18 faculty member is qualified will be considered.
 7. The University will not implement an accommodation that would present an undue hardship.
- D. If the University determines that the Unit 18 faculty member cannot be reasonably accommodated without undue hardship, the Unit 18 faculty member may be separated in accordance with Article 16 – Medical Separation.

ARTICLE 21 COMPENSATION

A. GENERAL PROVISIONS

1. All pre-six Unit 18 faculty shall have an annualized salary rate within the established salary range as referenced in [Table 15](#), except as provided in Section D below.
2. All Continuing Appointees and Senior Continuing Appointees shall have an annualized salary rate within the established salary range as referenced in [Table 16](#), except as provided in Section D below.
3. Effective the first full pay period following sixty (60) calendar days from the date of ratification, the minimum salary rate, effective in Tables 16 for Senior Continuing Lecturers shall be adjusted to be six (6) points higher than the minimum salary rate for Continuing Lecturers.
4. Unit 18 faculty shall receive annual general range adjustments as provided in this article.
5. Merit increases shall be provided in accordance with the provisions of Article 22 — Merit Reviews for Continuing Appointees.
6. Pre-six Unit 18 faculty shall be provided salary increases in accordance with the provisions of Article 7a, Section K.3. and K.4 — Pre-Six Automatic Increase and Merit Increase(s).
7. In the event that the University proposes to restructure the salary scales/schedules for any title(s) in the unit, the University shall provide notice to the Union and upon request shall meet and confer prior to implementation.
8. Unit 18 faculty shall receive the percentage increase when there is a general range adjustment to the Unit 18 salary scale.

B. ACADEMIC YEAR 2021-2022 ADJUSTMENTS

1. Ratification Lump Sum Payment
 - a. Each Unit 18 faculty member shall receive a one-time, non-base building, non-UCRP eligible payment of \$1500 Ratification Lump Sum Payment, paid no later than the first full pay period following sixty (60) calendar days from the date of ratification.
 - b. In order to be eligible for the Ratification Lump Sum Payment, the Unit 18 faculty member must be on active pay status in the bargaining unit on the date of ratification.

- c. The Ratification Lump Sum Payment is subject to applicable taxes and withholdings, but union dues shall not be deducted.
- 2. Effective the first full pay period following sixty (60) calendar days from the date of ratification, the University shall adjust the Salary Scales as follows:
 - a. The lowest starting salary point (\$56,945) shall be removed from the salary range (as referenced in the now defunct pre-six Standard Table of Starting Salaries (Table 17). The new minimum salary point will become the basis for the first point on the new point based salary scales referenced in B.4 below.
 - b. Pre-Six appointees compensated on the salary removed pursuant to B.2.a. shall move up to the new minimum on Table 15.
 - c. Pre-Six appointees hired for their first Unit 18 faculty appointment on or after implementation of the new rates shall be placed at least at the new minimum on Table 15.

3. General Range Adjustment

Effective the first full pay period following sixty (60) calendar days from the date of ratification, the University shall adjust Unit 18 salary scales by seven percent (7.0%).

4. Salary Point-Based Scale Implementation

- a. Effective the first full pay period following sixty (60) calendar days from the date of ratification, the University shall convert Tables 15 and 16 to point-based salary scales.
- b. The salary point-based scales shall have fixed points in increments of 3%. Unit 18 faculty shall be placed on the nearest point on or above their current full time salary rate.

C. GENERAL RANGE ADJUSTMENTS FOR ACADEMIC YEARS 2022-2023, 2023-2024, 2024-2025 AND 2025-2026

- 1. Effective July 1, 2022, the University shall adjust Unit 18 salary scales by three percent (3.0%).
- 2. Effective July 1, 2023, the University shall adjust Unit 18 salary scales by three percent (3.0%).
- 3. Effective July 1, 2024, the University shall adjust Unit 18 salary scales by three percent (3.0%).

4. Effective July 1, 2025, the University shall adjust Unit 18 salary scales by four percent (4.0%).

D. SPECIAL PROVISIONS

1. Above-scale annualized salaries may be paid to Unit 18 faculty at the sole discretion of the University.
2. Positions and/or titles paid on a “By Agreement” basis may continue to be paid on a “By Agreement” basis insofar as the amount paid to each “By Agreement” Unit 18 faculty is at or above the minimum of the salary range for their position.
3. Supervisors of Teacher Education
 - a. Effective the first full pay period following sixty (60) calendar days from the date of ratification, the salary scales for Supervisors of Teacher Education - [Table 32](#) shall have the same minimum as Pre-Six Lecturers in Table 15 and the same maximum as Continuing Lecturers in Table 16 (academic year salary scale) and [Table 33](#) shall have the same minimum as T15F and same maximum as T16F (fiscal year salary scale), with the implementation of the salary-point scales. The minimum rate shall be salary-point one.
 - b. Effective the first full pay period following sixty (60) calendar days from the date of ratification, current supervisors transitioning to the salary-point based scale (Tables 32 and 33) shall be placed on the salary point equal to their current salary on the date of implementation or to the next highest salary point if their current salary falls between two salary points.
 - c. Effective the first full pay period following sixty (60) calendar days from the date of ratification, the minimum salaries for newly hired Supervisors of Teacher Education shall be at least:
 - i. Bachelor’s degree – salary-point one
 - ii. Master’s degree – salary-point two
 - iii. Doctoral degree – salary-point three
 - d. Effective the first full pay period following sixty (60) calendar days from the date of ratification, with the transition to the salary-point scale, there will be no salary caps per educational level.
4. Positions and/or titles that are or become eligible to participate in the University’s health science compensation plans may participate in those plans in accordance with the policies and procedures in effect at the time.

5. For the duration of this Agreement, salary increases, if any, for the bargaining unit members at the UCLA Lab School, UCLA Geffen Academy and the UCSD Preuss School shall be subject to separate, local negotiations.

E. GRIEVABILITY

Decisions related to the amount and timing of general range adjustments, merit adjustments, and all aspects of the non-general range adjustment provided to other academic employees are not grievable. The implementation of the amount and timing of the general range adjustments, one-time adjustments and special salary adjustments is subject to grievance and arbitration.

ARTICLE 22 MERIT AND PROMOTION REVIEW PROCEDURES

A. GENERAL CONDITIONS

1. This Article applies to the campus guidelines and procedures and departmental procedures for merit and promotion reviews, and any changes to them.
2. The review process and evaluation criteria are located in Articles 7A, 7B, 7C, 7D, and Article 31 - Academic Review Criteria.
3. For those Unit 18 faculty members who are eligible for merit increases, such increases are based on academic attainment, experience and performance, and are not automatic. Unit 18 faculty shall be eligible for merit increases in accordance with this Article in those years when the University provides merit increases to non-represented academic employees. The University retains sole discretion in the evaluation of a Unit 18 faculty's performance.
4. Consistent with this Agreement, decisions to grant or not grant a merit increase to individual Unit 18 faculty are at the sole discretion of the University. In the event a Unit 18 faculty member is not awarded an increase following a merit review, the University shall include an explanation for its decision that shall accompany the merit review determination.
5. Unit 18 faculty shall be subject to merit reviews as follows:
 - a. Pre-six year Unit 18 faculty – For pre-six year Unit 18 faculty, consideration for merit reviews, and decisions regarding the timing and amount of individual increases if any, shall be at the sole discretion of the University.
 - b. Continuing Appointee merits – The University retains sole discretion in the evaluation of a Unit 18 faculty member's performance.
 - 1). A Continuing Appointee shall be considered for a merit increase at the time of the initial continuing appointment, and at least once every three years thereafter. At the sole discretion of the University, a merit increase may be considered and awarded before the completion of three years, after appropriate review. A Unit 18 faculty may

request that his or her merit review be deferred for up to one year.

- 2). For academic reviews effective July 1, 2021, upon review, if the Unit 18 faculty's performance since the last merit review is deemed excellent, the Unit 18 faculty shall receive a merit increase of at least two salary points. The University is not precluded from granting merit increases of greater than two salary points, with such increases being in intervals of one salary point only, e.g., two salary points, three salary points, and so on.
- 3). For academic reviews effective July 1, 2022 or later, upon review, if the Unit 18 faculty's performance since the last merit review is deemed excellent, the Unit 18 faculty shall advance two salary points on the salary scale in Table 17 of the Agreement. The University is not precluded from granting merit increases of greater than two salary points on the salary scale in Table 17 of the Agreement.

B. MERIT AND PROMOTION GUIDELINES AND PROCEDURES

1. The Union shall be provided copies of applicable campus merit and promotion guidelines and departmental review procedures as they exist or as they are developed. An individual may request a copy of the applicable campus merit and promotion review guidelines or departmental procedure(s).
2. The University may change campus merit and promotion guidelines and merit and promotion review procedures according to the normal campus processes for revising such procedures.
 - a. The University shall provide to the Union proposed changes to campus merit and promotion guidelines at least thirty (30) days prior to finalization. The University will begin to apply changed guidelines to individual Unit 18 faculty only with the beginning of the Unit 18 faculty's merit or promotion review cycle.
 - b. The University shall provide to the Union proposed changes to departmental review procedures at least a month prior to finalization. Upon request of the Union, the University shall meet with the Union to discuss the effect of the proposed merit or promotion procedure changes before the University implements such changes.
3. At the request of the UC-AFT, each campus will provide the Union with a

list of Unit 18 faculty who were considered for merit or promotion increase during the previous academic year. The information will include the campus, the Unit 18 faculty's name, department, whether the individual was granted a merit increase or promotion or not, and the amount of any such increase. The information shall be provided within thirty (30) calendar days of the Union's request.

4. Unit 18 faculty may request up to a one-year deferral to the merit review process per merit review cycle. Such requests for deferrals shall be submitted in writing following the procedures in accordance with Articles 7C and 7D. The effective date of any increase that results from the review is also deferred by the same amount of time.
 5. If merit or promotion decisions are delayed, salary increases will be paid as soon as possible, with retroactive payment to the effective date of the merit or promotion.
 6. The provisions of this Article are not intended to preclude consideration for merit increases for the members of this bargaining unit.
- C. Demonstration Teachers, Supervisors of Teacher Education, Teacher – Special Programs, or any Unit 18 faculty whose salary is paid on a “By Agreement” basis shall be considered for a merit review at the sole discretion of the University in accordance with procedures established by the University at each campus.

D. GRIEVANCE AND ARBITRATION

1. Merit and promotion 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. An arbitrator shall not have authority to substitute their judgment for the University's judgment regarding and Unit 18 faculty's performance or qualification, nor shall the arbitrator have the authority to order the University to provide a merit increase or promotion. If the arbitrator finds a procedural violation, the arbitrator's authority shall be limited to ordering the University to repeat the merit or promotion review from the point at which the violation occurred. At the request of either party, the arbitrator may retain jurisdiction.

ARTICLE 23 SUMMER SESSION

A. GENERAL PROVISIONS

1. For purposes of this Agreement, Summer Session is not considered part of the regular academic year, and does not constitute an academic quarter nor an academic semester, nor portion thereof.
2. This Article does not apply to fiscal year appointees, unless a fiscal year appointee holds an additional Summer Session appointment that is separate from their fiscal year appointment.
3. A Unit 18 faculty member appointed in Summer Session shall be appointed as Lecturer in Summer Session title code 1550. Compensation for Summer Session is a fixed by-agreement rate, which is not considered Covered Compensation for determining University of California Retirement Plan (UCRP) benefits or Defined Contribution Plan (DC Plan) contributions to fund the Savings Choice and Supplemental Savings Benefit option under the Retirement Choice Program.
4. The provisions of Articles 7A, 7B, 7C, and 7D are not applicable to Summer Session appointments.
5. All Summer Session appointment decisions shall be made at the sole discretion of the University except as provided herein and shall not be subject to Article 32 — Grievance Procedure except for procedural violations.
6. Summer Session appointments shall have a definite ending date and shall terminate on the last day of the appointment set forth in the letter of appointment.
7. The University has the sole right to assign employees to teach courses offered by the University, and to assign other duties. Whenever possible, the University will consult the Unit 18 faculty member in advance of these assignments.
8. In the event the University or campus converts the current academic calendar into a year-round calendar, or a department program or unit moves entirely to Summer Session, the parties shall meet and confer over the applicability of this article to the new academic calendar.

B. SUMMER SESSION CREDIT

1. Unit 18 faculty will receive the equivalent of one quarter or semester toward continuing appointment eligibility on the following conditions:
 - a. that a course(s) taught by a Unit 18 faculty member during the academic year is moved to Summer Session and the course is no longer offered during the academic year; and
 - b. that students are required by their academic program to take such a course(s);
 - c. regardless of these provisions, no Unit 18 faculty may earn more than a total of three quarters or two semesters of such eligibility credit during any 12-month period.
2. At the request of the Unit 18 faculty member, Unit 18 faculty shall receive the equivalent of one quarter or semester toward continuing appointment eligibility in a department, program, or unit if all of the following conditions are met:
 - a. The Unit 18 faculty did not receive credit for a full academic year (3 quarters/2 semesters) of service in the immediately prior academic year in the same department, program, or unit; and
 - b. The Summer Session course taught is in the same department, program, or unit.
3. Under no circumstances shall a Unit 18 faculty receive more than one term credit for Summer Session in any given year.
4. If the Summer Session appointment qualifies as the 18th quarter or 12th semester of service, the University shall complete the excellence review during the following academic year.

C. SUMMER SESSION APPOINTMENTS

1. Letters of Appointment

When a Unit 18 faculty member is offered an appointment in Summer Session, the Unit 18 faculty shall be informed in writing of:

- a. the title of the position;

- b. the salary amount and salary arrangements;
 - c. the name of the employing department;
 - d. the period for which the appointment is effective;
 - e. the course(s) assigned;
 - f. any other duties that have been assigned;
 - g. the name of the department chair, program head or other person to whom the Unit 18 faculty member reports;
 - h. the fact that Unit 18 faculty are represented by a union, the UC-AFT;
 - i. the fact that the terms and conditions of the appointment are contained in the Agreement;
 - j. the website addresses of both the University and the Union, including a link to this Agreement; and
 - k. whether the appointment is a contingency appointment and the criterion on which a withdrawal of the appointment would be based.
2. Letters of appointment will be issued thirty (30) calendar days prior to the start of the service period, when practicable.

3. Insufficient Enrollment

The University may offer an appointment in Summer Session contingent upon sufficient enrollment in the course(s). If sufficient enrollment is not attained, the University may, at its sole discretion, withdraw an appointment that has been offered on a contingent basis, and will provide the Unit 18 faculty member the reasons, in writing, for the withdrawal. This paragraph is not subject to the provisions of Article 17 — Layoff, Reduction in Time, and Reemployment and/or Article 33 — Arbitration of this Agreement.

4. Layoff or Reduction in Time

Except as provided in section B.3.above, Unit 18 faculty will be given at least seven (7) calendar days advance written notice of layoff/reduction in time, or pay in lieu of notice.

D. COMPENSATION

1. Subject to the provisions of the Agreement, compensation for Summer Session appointments shall be determined by one of the following methods at the sole discretion of the University:
 - a. Normal compensation will be based on the annual salary of the Unit 18 faculty member in effect as of June 30 of the calendar year in which Summer Session begins. The University shall pay Unit 18 faculty the same percentage of salary provided to Senate Faculty at the same campus, generally, for the assigned Summer Session course responsibilities. In limited circumstances, the University may determine that it is necessary to provide lower compensation on an individual or campuswide basis. In doing so, the University will consider such factors as, but not limited to, the number of course units, enrollment, special nature of the course or session, availability and qualification of instructional staff, curriculum requirements or budgetary considerations. Under such circumstances, the University will provide to the AFT advance notice of the lower compensation, with the relevant factors underlying its decision.
 - b. The University may provide higher compensation to individual Unit 18 faculty member, or on a campus-wide basis at any time.
2. Additional compensation limits shall apply to Unit 18 faculty with Summer Session appointments to the same extent and in the same manner as they apply to other academic appointees, including Senate Faculty. Should the University make changes to additional compensation limits, they shall apply to Unit 18 faculty to the same extent and in the same manner as they apply to other academic appointees, including Senate Faculty.

E. BENEFITS

1. Maintenance of Health and Welfare Benefits
 - a. The University shall pay the UC employer portion of the premium during the time the Unit 18 faculty is on Summer Session pay status. The Unit 18 faculty must meet the following requirements:
 - 1). had a Unit 18 faculty appointment in the preceding

Spring term;

- 2). acquired 750 hours for benefits eligibility by the preceding Spring term; and
 - 3). pay the employee portion of the cost.
- b. Time worked in the summer will be counted for benefits eligibility for the purposes of the standard measurement period as defined in the Group Insurance Regulations (GIRs) and the Affordable Care Act (ACA).

2. Retirement Benefits

All Unit 18 faculty who are active members of UCRP (or a defined benefit plan to which UC contributes), or are active Savings Choice participants, or are eligible for full retirement benefits but have not yet elected or commenced membership in a primary retirement plan option under the Retirement Choice Program, and received a Summer Session appointment, shall be eligible for a mandatory pretax contribution of 3.5% made by the University and the eligible Unit 18 faculty shall pay 3.5% to the University's Tax Deferred 403 (b) Plan based on summer earnings during any and all terms taught in Summer Session.

ARTICLE 24 INSTRUCTIONAL WORKLOAD

A. INSTRUCTIONAL WORKLOAD STANDARD, COURSE DEFINITION AND EQUIVALENCIES

1. Full Time Instructional Workload Standard
 - a. The full-time (100%) instructional workload standard for Unit 18 Faculty for an academic year shall not exceed nine (9) instructional workload credits over three (3) quarters or six (6) instructional workload credits over two (2) semesters, or the equivalent.
 - b. Instructional workloads may be lower, based upon the instructional workload standard of the campus, department, program or unit.
 - c. A full-time workload for a 100%-time Unit 18 faculty member who teaches writing and foreign language courses will not exceed eight (8) instructional offerings/ classes/ courses/ sections on a quarter campus and five (5) instructional offerings/ classes/ courses/ sections on a semester campus.
2. Definition of a Course with One Instructional Workload Credit (IWC)
 - a. For purposes of this Article, a course shall be valued at one instructional workload credit (IWC) when it meets the following definition: an instructional offering that is regularly scheduled, requires significant academic preparation by an individual Unit 18 faculty member independently (e.g. syllabus development, lesson planning for class meetings, and assignment development), office hours, and/or grading outside the class by the instructor, and meets a minimum of three (3) hours per week. Two or more sections of a course taught by one Unit 18 Faculty member shall have the same IWC as two or more sections of a course taught by multiple Unit 18 faculty.
3. Courses Valued At Other Than One IWC

The University will take the entirety of the work assigned into consideration when determining IWC.

 - a. It is recognized that some course offerings may warrant IWC valuation greater than one (1) IWC. Factors that may be considered in determining that a course warrants a valuation greater than one IWC include the following: laboratory supervision, extensive supervision of academic student

employees, very large lecture courses (approximately 200 students), grading-intensive classes, courses requiring significant feedback on student writing, studio instruction, and clinical instruction that the University requires the Lecturer to perform. The above list is not exhaustive.

- b. It is recognized that some course offerings may warrant IWC valuation less than one (1) IWC. Such examples include but are not limited to a course that meets two (2) or fewer hours per week, independent study classes, partial term classes. Course offerings that are valued at less than one (1) IWC are expected to require less time or effort to teach than a course offering valued at one (1) IWC.

4. Determining Relative Workload Values

In determining the relative workload value of instructional offerings and course equivalencies, the University shall consider the instructional and evaluation methods employed, the nature of the courses assigned, the preparations required, the number of students expected to enroll, and the availability of support employees. The University may also consider other factors including those listed in Section A above. Additionally, the department, program or unit may consult with Unit 18 faculty.

B. OTHER ASSIGNED DUTIES

- 1. In determining workload, the University shall provide workload equivalencies to a Unit 18 faculty member whenever they are required or clearly expected by the University to perform duties in addition to their assigned teaching duties, as set forth in A.2., A.3., and A.4. above, and that are neither provided for in the Unit 18 faculty member's appointment percentage, the IWC assigned to the course, or compensated for under another title. Normally, a Unit 18 faculty member employed at less than 100% appointment shall be compensated via equivalencies. Such equivalencies shall be based on the Unit 18 faculty member's annual salary rate. However, should a campus practice be to acknowledge these duties by other forms of compensation, then it may continue to do so instead of providing an equivalency. Below is a representative list of such duties:
 - a. Committee work for department or program, e.g., standing personnel committee, curriculum development committee, exam committee. (It would not include review committees such as an excellence review committee).

- b. Designated service as an advisor or mentor to undergraduate students and graduate students, e.g. thesis or dissertation adviser, undergraduate majors, honors work, or training of Teaching Assistants.
- c. Supervision of independent study courses.
- d. Administering, proctoring and/or grading placement or proficiency examinations, e.g., writing, languages, arts, or music.
- e. Coordinating and supervising of extracurricular student activities or projects, e.g., student publications, student organization, field trips, performances, exhibits, fundraising, and special events.
- f. Developing and coordinating internships.
- g. Coordinating courses and/or programs for instructional offerings that are delivered via multiple instructors and sections, e.g., administrative scheduling for locations and times of sections, coordination of laboratory facilities, development, compilation and management of common course materials.
- h. Course, curriculum or program development, e.g., on-line instructional materials, course redesign, or website content.
- i. Special advising, tutoring and coaching, or community outreach programs sponsored by a program or department, e.g. interactions or meetings between language and music faculty and students outside of office hours.
- j. Conducting multiple peer observations and evaluations per academic year.
- k. Designing and conducting programmatic assessments that occur outside of scheduled class time.

This list of duties is not exhaustive. Equivalencies may be awarded in any situation where a Unit 18 faculty member is required or clearly expected by the University to perform duties in addition to their assigned teaching duties.

- 1. Equivalencies shall not be calculated such that they deny a Unit 18 faculty a full-time (100%) appointment.
- 2. Equivalencies that are foreseeable shall be included in appointment letters.

3. The University shall document when there is a change in a Unit 18 faculty member's IWC.

C. WORKLOAD POLICIES

1. Each campus shall post workload policies on-line either centrally or by each department, program or unit. The workload policy shall include the number of IWC required for a full-time Unit 18 appointment and the IWC for individual courses and/or categories of courses. The workload policy may include regularly provided course equivalencies, where applicable.
 - a. Departments, programs, and units shall post workload policies in terms of IWCs no later than 120 days from ratification.
 - b. Section E of this Article does not apply when the University posts the existing IWC values with no changes to the underlying valuation.
2. Department, program or units shall repost workload policies when there are changes to the policies.

D. WORKLOAD AVERAGING ACROSS QUARTERS OR SEMESTERS

The University may, at its sole, non-grievable discretion, average a Unit 18 faculty's workload over two or more adjacent quarters or semesters. Although the Unit 18 faculty's workload in a term may exceed 100%, the total appointment shall not exceed 100%. Under no circumstances shall Unit 18 faculty teach more than three courses in a term.

E. CHANGES TO EXISTING WORKLOAD

If the University proposes to change the workload value assigned to an existing instructional course or offering or the maximum Instructional Workload Credit (IWC) for a department or campus, the University shall provide at least thirty (30) calendar days' written notice to the Union and offer to meet and discuss prior to implementing any proposed changes.

F. ESTABLISHING IWC'S FOR NEW COURSES OR INSTRUCTIONAL OFFERINGS

For new courses that have been approved by the campus Committee on Courses and Instructional Offerings for which there is no IWC or equivalency, the University will establish an IWC or equivalency according to the factors set forth in Section A. above. The University shall offer to meet and discuss prior to implementing the IWC or equivalency for a new course or instructional offering. Unit 18 faculty may consult by providing

written or oral comments and suggestions regarding workload values to their departments.

G. MEET AND DISCUSS SHALL NOT DELAY IMPLEMENTATION

The University's obligation to meet and discuss under Sections E and F shall not delay the assignment of a Unit 18 faculty to the course or offering or the commencement of actual instruction.

H. UNASSIGNED DUTIES

Any duties not assigned to, or clearly expected by the University of, the Unit 18 faculty shall not be considered as part of the instructional workload.

I. WORKLOAD FOR NON-LECTURER TITLES

The workload of the unit member in non-lecturer titles as defined in Article 5 — Description of Unit Titles, shall continue to be determined in accordance with current campus procedures that are in effect as of the ratification date of this Agreement. Should the University propose changes to these campus procedures, the University will meet and discuss over the changes.

J. SUMMER SESSION

The instructional workload for Summer Session is established under Article 23 — Summer Session.

K. OFFICE HOURS

Unit 18 faculty shall maintain office hours in accordance with the policies of the department, program or unit.

L. ENFORCEMENT

1. The following matters shall be subject to Article 32 — Grievance through Step 2 but not Article 33 — Arbitration:
 - a. Allegations by the Union and/or a Unit 18 faculty that the workload value that has been assigned to a course or workload equivalency is inadequate in light of the actual work required. Until the grievance is resolved, the Unit 18 faculty shall continue to perform the duties as assigned.
 - i. Commencing July 1, 2022, a three-member campus academic administrative panel with the authority to modify the decision of the University representative at

the Step 1 shall participate in Step 2 grievance meetings, if requested.

- ii. The Union shall submit a request for a panel review at the time the written appeal to the campus designated grievance officer for a Step 2 review is made. If requested, the University is solely responsible for selecting the three-member panel.
 - iii. The Panel's scope of authority shall not extend beyond the allegations that the workload value that has been assigned to a course or workload equivalency is inadequate in light of the actual work required.
 - iv. The Panel's remedial authority shall not exceed:
 - a) Prospective changes to IWC valuation commencing at the beginning of the term following the Panel's Step 2 written response; or
 - b) Prospective modification to the existing workload commencing the term following the panel's Step 2 written response; or
 - c) Providing monetary relief, if any, limited to thirty (30) calendar days prior to the date the grievance was filed.
 - v. The Step 2 meeting, if requested, will be scheduled no later than six (6) weeks from the date of the appeal to Step 2. If there is a further extension of the panel meeting, the University and the Union shall reach a mutual agreement.
 - vi. The Panel's decision shall be issued in writing in compliance with Article 32 – Grievance Procedure, Section E, Paragraphs 5.a.1. and 5.a.2.
2. The following matters shall be subject to Article 32 — Grievance and Article 33 — Arbitration:
- a. Alleged violations in regards to the procedural applications of this article if any;

- b. Claims by a Unit 18 faculty member with a 100% appointment that the total IWC established by the department or campus for those courses that comprise the assigned workload exceeds the department or campus maximum IWC. In any arbitration involving such a claim, the arbitrator's authority shall be limited to determining whether the Unit 18 faculty's assigned workload exceeds the department and/or campus maximum. The arbitrator shall have no authority to review whether the University allocated the proper IWC to a specific course or instructional offering;
 - c. Claims by a Unit 18 faculty member that the Unit 18 faculty is entitled to a workload equivalency pursuant to Section B., above
 - d. The following matter shall be subject to Article 32 — Grievance and Article 33 — Arbitration, both of which can only be filed by the Union, with limitations as outlined below:
 - 1) Allegations that the University materially increased the amount of work associated with an instructional offering or other assigned duty and the University failed to direct a modification that addresses such increase in workload. Until the grievance is resolved, the Unit 18 faculty shall continue to perform the duties as assigned.
 - 2) The specific charge of the arbitrator shall be to make a quantitative assessment of the sufficiency of the modification mandated by the University.
 - 3) The arbitrator shall not substitute their judgment for the academic judgment of the University.
3. The arbitrator shall not have the authority to designate the appropriate IWC for an instructional offering or other assigned duty.

ARTICLE 25 UNION RIGHTS

A. MEETINGS

1. The Union and the University, at the request of either party, shall meet at a mutually agreeable time and place to discuss matters of mutual concern. When practicable, meetings concerning a local campus problem will be held on the affected campus.
2. Topics for discussion at the meeting shall be communicated to the other party at the time the meeting is requested. The parties will attempt to finalize an agenda at least seven (7) calendar days prior to the scheduled date of the meeting.
3. Each party shall designate a meeting chair, who shall coordinate the agenda and arrangements. Whenever possible, such meetings shall not conflict with the Union representatives' course meetings or other duties. If such conflict is unavoidable, Unit 18 faculty shall be released without loss of compensation.
4. When Unit 18 faculty raise issues not appropriate for labor-management discussions, the University will forward union-submitted written comments to the relevant University official or committee. Labor-management meetings shall not preclude or substitute for appropriate consultation with Unit 18 faculty through normal academic channels.
5. No provision of this Agreement prohibits participation by unit members on department, campus, or systemwide committees.

B. BARGAINING UNIT LISTS

1. The University shall provide the Union with monthly lists of all bargaining unit members electronically, via the FTP site or another electronic platform. The disclosure flag default shall be set to disclose ("yes") for home address, home phone number, personal email address and personal cell phone number. Bargaining unit members who do not want the union to have their personal contact information shall be required to contact the UC-AFT directly. The University will redirect such inquiries to the UC-AFT.

a. Roster File

The employee list on the FTP site shall contain the following

information: name, employee identification number, job title, title code, annualized salary rate at 100% time, monthly salary, campus code, most recent date of hire, home department/organizational unit, percent of appointment, type of appointment, and appointment begin date and end date, where applicable. In addition, the list will include the home address, home telephone number, personal cell phone number and personal email address, where provided, work location, and dues status. The University shall update the aforementioned data in the FTP site weekly.

b. Earning File

The University shall provide the UC-AFT with a monthly earnings report for all bargaining unit members electronically, via the FTP site. The report shall include: bargaining unit, employee ID, name, pay period end date, unit earnings, unit hours, non-unit earnings, non-unit hours, GTN number, deduction amount, deduction special transaction, primary unit code, and campus code.

2. Confidentiality

Personal contact information (home addresses, home phone numbers, personal cell phone numbers, personal email addresses) shall be maintained as confidential by the Union, who shall take all reasonable steps to ensure the confidentiality of the information provided under this Article.

3. Non-Disclosure

The UC-AFT shall notify the University in writing when a bargaining unit member has specifically provided a written request to not release the home address, personal home and/or cell phone number, and personal email information.

4. Indemnification

The UC-AFT agrees to defend, indemnify and hold the University of California (including its subdivisions and employees) harmless from any claim, suit or liability of any nature arising from a challenge to the validity of this Section.

5. The University and the Union agree to hold annual working meetings during the duration of this agreement to discuss the Union's access to other pertinent information.

B. PUBLICATION OF THE MEMORANDUM OF UNDERSTANDING

1. The University shall prepare a draft final version of this Agreement and provide it to the Union in an editable electronic format within fourteen (14) calendar days following ratification. Following sharing of the final version of the draft, The University and the Union shall jointly determine a timeline for finalizing any and all changes. The parties shall use best efforts to finalize the Agreement within thirty (30) days of ratification.
2. Within seven (7) calendar days of the Agreement finalization, such final version shall be posted on the University's website.
3. The University shall not restrict or prohibit the Union's distribution of the Agreement.

C. USE OF FACILITIES

1. Access
 - a. Subject to the campus policies and procedures in effect at the time the use is requested, the Union shall have access to bulletin boards, information tables and meeting rooms, and general classrooms when the classrooms are not in use.
 - b. During formal meet and confer sessions held at University facilities, the University shall provide reasonable access to any on-site printing, whenever possible.
 - c. The Union and its members shall not conduct internal union business on work time such as membership solicitation, grievance solicitation, campaigning for union office, hand billing or other distribution of literature. All other union activities, except direct contact with and/or response to the University, or as specifically set forth in this Agreement, shall take place during non-work time and without the use of University resources, such as telephones, copy machines, e-mail, etc.
 - d. Local union officers may use existing University telephones to conduct business with the University pertaining to the administration of this Agreement and/or to communicate with Unit 18 faculty to attempt to resolve and/or process grievances under this Agreement. This does not include the conduct of any research or investigation regarding filed grievances. No calls shall be made that result in costs to the University; for example, calls involving tolls, long distance, etc. The frequency and duration of permitted phone calls shall not interfere with or disrupt completion of work

assignments or impair the efficiency of University operations. In the event phone use interferes with or is disruptive to the accomplishment of assigned work or to University operations, the University may terminate access to the University's telephone facilities as provided herein.

- e. The Union shall not list work telephone numbers in any union publication.
- f. The University policy concerning the use of electronic communications shall apply to Unit 18 faculty in the same manner as it applies to Senate Faculty and staff.

2. U.S. Mail Delivery

The University will distribute in the normal manner United States mail that it has received, on which postage has been paid, and which bears the name and correct specific campus address of Unit 18 faculty.

3. Use of Mailboxes

In locations where Unit 18 faculty mailboxes exist, the Union may reasonably use such boxes in accordance with existing campus procedures in effect at the time of the use provided campus procedures do not conflict with this Agreement. Where such mailboxes are in restricted work areas, the Union may make arrangements with the responsible campus official in the restricted work area to have the Union mail placed in the employee mailboxes by the normal method. Where mailboxes do not exist for employees, the University will distribute union mail to employees by the normal method.

D. REGENTS MATERIAL

The University shall post at the University website the agendas for the meetings of the Board of Regents.

E. INFORMATION REQUESTS

- 1. When the University makes updates and/or changes to the Academic Personnel Manual, and/or changes to local campus manuals or regulations related to Unit 18 faculty, it posts those changes on the University's web site. The University will provide notice to the Union of the proposed and final changes to the APM and the web address where

the changes can be viewed.

2. The University shall fulfill the Union requests for information and reports relating to employment conditions of Unit 18 faculty to the extent required by law. The Union will bear all appropriate costs associated with additional copies or other information requests.

F. NEW EMPLOYEE ORIENTATIONS

1. General Provisions

- a. For the purposes of this section, "newly-hired" means Unit 18 faculty appointed for the first time on any campus in a Unit 18 title.
- b. "Onboarding" is defined as the completion of payroll information (e.g. W-4 and I-9 forms.)
 - 1). The University shall schedule an in-person campus-wide mandatory orientation in the Fall for all newly-hired Unit 18 faculty, starting in Fall 2022. The UC-AFT shall have thirty (30) minutes on the agenda to provide union orientation and UC-AFT is responsible for distribution and collection of sign-in sheets. The Fall orientation will be held in-person on main campuses.
 - 2). University representative(s) shall not be present during the UC-AFT Orientation. Management will not discourage union membership or attendance at the UC-AFT Orientation.
 - 3). No other new employee orientation activities for Unit 18 faculty members shall be scheduled at the same time as the union's presentation.
 - 4). For winter, spring and summer terms, starting in AY 2022-23, the University will mandate attendance at a thirty (30) minute UC-AFT Orientation; however, UC-AFT shall be responsible for coordinating and providing these orientations. Because the orientations are mandated by the University, a designated campus office will assist the union in locating a suitable room, upon written request received at least forty-five (45) days prior to the scheduled

orientation.

2. Notification

- a. Unit 18 faculty shall be informed in their appointment letters that there will be a mandatory orientation during their first term.
- b. All newly-hired Unit 18 faculty at each campus and the UC-AFT local representative will receive information about the date, time, and place no later than fourteen (14) calendar days in advance of the orientation. For late hires, who are hired less than fourteen (14) calendar prior to the scheduled orientation, the University will notify them of the orientation upon hire.

3. Mandatory Attendance

While attendance at the in-person union orientation is mandatory, attendance does not constitute assigned work for newly-hired Unit 18 faculty or union members giving presentations; no additional compensation shall be provided to Unit 18 faculty for attendance.

4. AB 119 Compliance

This Section constitutes the parties' full agreement regarding adherence to the mandate in Assembly Bill 119.

G. RIGHTS

The Union shall retain any union rights expressly guaranteed by HEERA except as specifically limited by this Agreement.

- 1. The Union may pursue, through the grievance procedure, allegations that the University has violated a union right afforded by this Agreement.
- 2. The Union may pursue, through the PERB process, allegations that the University has violated a union right afforded under HEERA which is not specifically addressed in this Agreement.
- 3. Any allegation by the Union that one of its rights has been violated shall be addressed through one but not both of the above dispute resolution processes/procedures.

ARTICLE 26
RELEASE TIME FOR UC-AFT BUSINESS

A. RELEASE TIME FOR BARGAINING

1. The University shall provide paid release time for ten (10) Unit 18 faculty, with no more than one (1) per campus department, to attend University-wide negotiating sessions as members of the UC-AFT bargaining team. The UC-AFT shall provide the University with its roster of bargaining team members for whom it is requesting release time at least forty-five (45) calendar days prior to the end of the academic term immediately preceding the term in which bargaining is scheduled to commence.
2. In the event a team member receiving paid release time gives up their seat on the team and is replaced during a semester/quarter, the University is under no obligation to modify the replacement's work schedule for the remainder of that semester/quarter, although the University shall make a reasonable effort to do so.
3. Alternates and replacements for any of the UC-AFT bargaining team members receiving paid release time shall not be eligible for paid release time unless the UC-AFT designates them permanent, and the University has received written notice of such designation at least thirty (30) calendar days in advance of the first scheduled bargaining session to be attended by the permanent replacement. The University shall make reasonable efforts to provide preferential scheduling to alternates and substitutes.
4. The UC-AFT bargaining team representatives on paid release time shall be in a without-loss-of-salary and benefits-status only for the time spent at scheduled negotiating sessions, including reasonable travel time to and from scheduled negotiating sessions. Payment to the team member for such status shall be included as salary in the team member's regular paycheck for the pay period during which the scheduled negotiating session occurred. Such salary shall be subject to the same taxes and other deductions normally associated with payment of salary for hours worked. In coordination with UC-AFT bargaining team members, the University shall provide and compensate substitute classroom instructors or offer other means of providing classroom instruction.
5. Provided the UC-AFT Chief Negotiator has an appointment of at least 67% time in a Unit 18 job title, they will be granted course relief of a maximum of one (1) regularly scheduled University course per quarter/semester during negotiations. For a chief negotiator whose primary responsibilities do not involve course instruction, the University

shall provide the equivalent of one (1) IWC release time per quarter/semester from their Unit 18 faculty responsibilities. Should the period of negotiations not encompass an entire quarter/semester for which course relief has been provided, the department chair may assign other duties for the remainder of the quarter/semester.

6. If the designated UC-AFT Chief Negotiator is a Unit 18 faculty member appointed from the same campus as a Unit 18 faculty member who is a designated "release-time" member of the UC-AFT bargaining team, the Chief Negotiator shall become the team member receiving release-time and the campus' other team member's release time shall not be paid.
 - a. The UC will provide, where practicable, a work schedule that accommodates the bargaining schedule of the team member who was displaced by the UC-AFT Chief Negotiator.
 - b. In the event the University modifies the bargaining team member's work schedule and such modification affects the assignment of another Unit 18 faculty member, the Unit 18 faculty member whose schedule was modified to accommodate the bargaining team member's participation in negotiations has no right to grieve the modification.

B. RELEASE TIME FOR SYSTEMWIDE CONTRACT ADMINISTRATION

For systemwide administration of the Agreement, by mutual agreement the University and the UC-AFT may hold such meetings over electronic means in order to ensure cost savings to the University and the UC-AFT. Such meetings shall be scheduled around the affected Unit 18 faculty members' teaching schedules.

C. RELEASE TIME FOR UNION STEWARD(S)

1. No later than April 1st of each year, the UC-AFT shall provide written notice to each campus AP/LR office to designate the steward(s) for the following academic year.
2. The UC-AFT may designate one UC-AFT Unit 18 faculty steward for each UC campus per academic year who will receive a course release for one term as follows:
 - a. The UC-AFT steward must be appointed for 100% time for the academic or fiscal year.
 - b. The University will provide one course release or a release from an assigned equivalency per academic year for the steward in

accordance with C.1. above at each campus, with the exception of San Francisco.

- c. The department chair/equivalent will have the discretion to select which course or course equivalency will be released and in what academic term.
- d. The designated steward shall have the option to decline the course release or release from an assigned equivalency.
- e. The designated steward shall be on a without-loss-of-pay-or-benefits status during the term in which they receive the course release.

D. RELEASE TIME FOR THE UNION PRESIDENT

In the event that Unit 18 members elect a Unit 18 faculty member to be statewide President of the UC-AFT, the University will provide no less than the course release equivalent of one course per academic year, provided that, when practicable, the President requests such release at least twelve calendar weeks in advance of the term in which they shall be released. All costs (salary and benefits) shall be reimbursed by the UC-AFT during the period the University provides the course release.

E. MISCELLANEOUS

- 1. The parties agree that it is their intent that the purposes of this provision be fulfilled in such a way so as not to interfere with the effectiveness of the instructional program or the progress of the students which it serves.
- 2. In the event the UC-AFT Stewards or President does not provide the University with at least one quarter/semester notice of their need for course release, the University may deny course release for that quarter/semester.
- 3. Any release time for UC-AFT business granted under the provisions of this Article will result in a commensurate release from assigned work expectations.

ARTICLE 27 PAYROLL DEDUCTIONS

A. DEDUCTIONS

1. General Conditions

- a. The UC-AFT has the exclusive privilege of dues deduction for all employees in Unit 18.
- b. The UC-AFT shall establish its dues amount and shall certify its amount to the University. The University shall deduct from the Unit 18 faculty member's gross earnings, and from non-unit voluntary members' retirement gross earnings, membership dues in the amount certified by the UC-AFT.
- c. The University shall deduct COPE as a flat dollar amount, for those Unit 18 faculty members identified by the UC-AFT.
- d. The University shall remit deductions to the UC-AFT on a monthly basis.
- e. The University shall make every effort to redirect bargaining unit employees or non-unit voluntary members to the UC-AFT regarding dues related inquiries.

2. Dues Amount Change

- a. The Union may change the certified dues amount once in a twelve-month period without cost to the UC-AFT. Any annual changes in the amount to be deducted for union dues shall be certified to the University, in writing, at least thirty (30) calendar days prior to the effective date of the dues amount change.
- b. All costs associated with accomplishing additional changes in the dues amount (machine, programming, etc.) shall be paid by the Union at the same rates that apply to other employee organizations described in the University Accounting Manual. The University shall provide the Union with estimated costs and an estimated time of completion and the Union shall pay the agreed-upon costs before the University makes the change.

B. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION

1. Certification and Maintenance of Deduction Information

- a. The Union will certify to the University to begin deductions or to cease deductions. For bargaining unit members, deductions shall be from in unit earnings based on gross earnings. For non-unit voluntary members, deductions shall be from retirement gross earnings.
 - b. The UC-AFT will either deliver an electronic file in Excel (*.xls) format to the University's campus appropriate office or upload files to the FTP website, in accordance with Section 2 below. The University shall provide notice of the changes to the administrative process at least thirty (30) calendar days in advance of the change.
 - c. For employees who are paid monthly, the dues file shall be transmitted electronically no later than the 20th of each month. For employees who are paid bi-weekly, the dues file shall be transmitted no later than the Friday before the end of the pay period.
 - d. The University agrees the changes will be made in time to affect the next payroll with a pay begin date that falls on or after the date the deduction certification is received.
 - e. The Union will solely maintain the dues deduction authorization, signed by the employee from whose salary or wages the deduction is to be made. The Union shall not be required to provide a copy of an individual authorization to the University unless a dispute arises about the existence or terms of the authorization.
 - f. If an employee is separated from the University or transferred out of Unit 18 and is still employed by the University in a non-unit title code, or if the employee holds appointments in a Unit 18 title code and a non-unit title code simultaneously, the University shall not deduct dues from the non-unit earnings unless explicitly authorized by the Union to do so as a non-unit voluntary member.
 - g. The University shall maintain the last known payroll deduction authorization status for Unit 18 dues paying members for no less than sixty (60) months from the UC-AFT certification for all former Unit 18 employees with records in the payroll system. If an employee is separated from the University or transferred out of Unit 18 and is later re-employed in a Unit 18 title code, their dues deduction status shall be resumed with the first payroll immediately upon rehire or transfer back into a Unit 18 title.
2. The UC-AFT list to be submitted in the format provided in Appendix J and shall include:

- a. Location/Business Unit Code
- b. Campus Name
- c. Bargaining Unit or unrepresented
- d. Employee Identification Number
- e. Employee Name (Last, First)
- f. Action Codes: "A" = Add; "C" = Change; "S" = Stop
- g. Deduction Codes: "D" = Dues; UD = Non-Unit Voluntary Member Dues; "PA" = COPE
- h. COPE amount - new or changed amount.

C. FEES FOR PROVIDING PAYROLL DEDUCTIONS

- 1. The University shall charge the UC-AFT \$.07 per employee for calculation and reporting and \$10.00 for each monthly union payroll deduction remittance. Such charges shall be deducted from the total check remittance.
- 2. For the purpose of voluntary deductions for the Union, COPE fees charged to the Union shall not exceed the actual costs incurred by the University to establish such deductions.

D. INFORMATION TO ACCOMPANY REMITTANCE

The University shall submit a monthly standard earnings (based on retirement gross where applicable) and deduction report which shall contain, by campus, an alphabetical list of all employees in the bargaining unit and non-unit voluntary members on dues deduction status. The report shall include the employee identification number, employee name, amount withheld, and earnings that are the basis for the deduction. The report shall be provided electronically via the FTP site. Any costs associated with union-requested changes in the deduction report referenced above shall be fully paid by the Union.

E. CORRECTION OF ERRORS

- 1. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two times the normal dues amount in any given pay period.
- 2. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employees accordingly.

3. If the parties cannot agree on the amount of the appropriate deduction only the Union may file a grievance concerning the same.
4. The University shall include a communication to the Unit 18 faculty member if deducting two times the normal contributions in accordance with E. 1 above with concurrent notice to the UC-AFT.

F. INDEMNIFICATION

The Union shall indemnify the University for any claims made by the employees for deductions made by the University in reliance on the Union's certification or on the Union's representation as to whether deductions for the Union were properly canceled or changed. The University shall promptly provide notice to the Union of any claim, demand, suit or other action for which it is seeking indemnification.

ARTICLE 28
MANAGEMENT RIGHTS

- A.** Except as otherwise limited by this Agreement, the UC-AFT agrees that the University has the right to establish, plan, direct, and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend, or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignments of Unit 18 faculty; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to determine the processes and criteria by which Unit 18 faculty performance are evaluated; to establish and require Unit 18 faculty to observe current University rules and regulations; to discipline or dismiss Unit 18 faculty; to establish or modify the academic calendars; to assign work locations; to schedule hours of work; or to recruit, hire, or transfer Unit 18 Faculty. Such management of the University is vested exclusively in the University, its officers, agents and bodies as delegated by the Board of Regents.
- B.** The foregoing enumeration of management rights is not inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.
- C.** The foregoing provisions shall not preclude consultation with Unit 18 faculty through normal academic channels.
- D.** No management right shall be subject to Article 32 - Grievance Procedure or Article 33 - Arbitration or exclusive claim in a collateral suit unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 29

ACADEMIC CALENDARS

The academic calendar for each campus shall be developed at the sole discretion of the University. An academic year normally shall not contain fewer than 146 days of instruction. This provision shall not preclude the establishment of an academic calendar containing fewer than 146 days of instruction. The University agrees, upon request, to meet with the UC-AFT to discuss any changes in the number of days of instruction. However, if the University proposes to increase the number of days of instruction to more than 150 days, the University agrees to meet and confer with the UC-AFT regarding the impact of such an increase. Negotiations regarding the impact shall not delay the implementation of the calendar.

ARTICLE 30 DISCIPLINE AND DISMISSAL

A. GENERAL PROVISIONS

1. Discipline is a written censure, suspension without pay, or reduction in pay for misconduct and/or dereliction of academic duty.
2. Dismissal is the termination of employment, initiated by the University, prior to the stated ending date of appointment (if applicable), for serious misconduct, serious dereliction of academic duty, or the failure to maintain the academic standards, demonstrated by a significant decline in performance.
 - a. For Pre-Six Appointees, the academic review criteria are established in Article 7A – Section G.
 - b. For Continuing Appointees, the academic criteria are established in Article 31 – Academic Review Criteria.
3. Any discipline or dismissal of a Unit 18 faculty member pursuant to this Article shall be for just cause.

B. PROCESS FOR DISMISSAL BASED ON ACADEMIC PERFORMANCE

1. If the department chair, unit head, or program director (hereinafter “unit head”) determines that there has been a significant decline in the quality of the Continuing Appointee’s performance, the unit head shall discuss the matter with the Continuing Appointee. The unit head’s determination may occur during the normal review process or at any other time.
2. Following the discussion, the unit head shall provide the Continuing Appointee with a written remediation plan that sets forth the required areas of improvement and a reasonable time period within which the improvement shall be accomplished.
3. If the unit head determines that the Unit 18 faculty member meets the requirements set forth in the written remediation plan, no review for potential dismissal will be conducted and the Unit 18 faculty member and the union will be notified in writing of that decision.
4. If the unit head determines that the Continuing Appointee fails to meet the requirements set forth in the written remediation plan, the University may conduct a review for potential dismissal, and the Unit 18 faculty member and the union will be notified in writing.

5. If a review for potential dismissal is conducted, a committee shall review and make recommendations about such a potential dismissal.
 - a. The committee shall be at the departmental level, or as close to the departmental level as practicable. Such committee will be comprised of academic appointees with sufficient knowledge of the Unit 18 faculty member's field of expertise.
 - b. The University shall make reasonable efforts to ensure that a qualified Unit 18 faculty member will participate on such review committees, although no individual shall be required to serve on the committee. Unless the Unit 18 faculty member on the committee is a standing appointee, the Unit 18 faculty member being reviewed for potential dismissal shall be consulted about the Unit 18 faculty member appointment on the committee.
 - c. Care shall be taken to ensure that the committee is composed of faculty who can offer a neutral assessment of the Unit 18 faculty member's performance. The Unit 18 faculty member on the review committee shall be under the same obligation as any other member of the review committee with respect to the confidentiality of the review process.
 - d. The Unit 18 faculty member being reviewed shall be afforded an opportunity to raise concerns about possible bias on the part of individuals involved in their review for potential dismissal. Any such statement provided by the Unit 18 faculty member shall be included in the review file.
6. An evaluation of a Unit 18 faculty member shall be based on a review file. The review file shall contain only material relevant to consideration of the potential dismissal.
 - a. The file will contain material that demonstrates:
 - 1) the Unit 18 faculty member's command of the subject matter and continued growth in mastering new topics;
 - 2) the Unit 18 faculty member's ability to organize and present course materials;
 - 3) whether or not the Unit 18 faculty member has met the requirements identified in the remediation plan created by the unit head.

- b. A Unit 18 faculty member may provide a self-statement or self-evaluation of her or his teaching performance and her or his ability to satisfy the requirements set forth in the remediation plan.
 - c. A Unit 18 faculty member being evaluated may provide letters of assessment from individuals with expertise in their field, and/or other relevant materials to the review file for potential dismissal. Those from whom letters may be provided include but are not limited to:
 - 1) department Unit 18 faculty members;
 - 2) departmental Academic Senate faculty;
 - 3) other academic appointees;
 - 4) students; and/or
 - 5) others external to the University of California.
 - d. The Unit 18 faculty member being reviewed may provide a written list of suggested peers from whom input may be solicited and/or the Unit 18 faculty member can identify qualified persons from whom input may be solicited.
- 7. 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 Unit 18 faculty member should be judged with proper reference to assigned teaching responsibilities.
- 8. The department shall provide the Unit 18 faculty member with a copy of its recommendation and the evaluative documents on which the recommendation was based.
- 9. The Unit 18 faculty member may submit a written response to their departmental committee's recommendation, which shall be added to her/his review file.
- 10. Following the departmental review and recommendation, the Unit 18 faculty member's review file shall be forwarded to a UC academic official outside the department, and at a higher level than the unit head.
- 11. The designated academic official shall provide the Unit 18 faculty member and the union with a written notice of the final decision.

12. If the outcome of the review results in a recommendation for dismissal, the University will take action in accordance with Section C., below.

C. WRITTEN NOTICE OF INTENT TO DISCIPLINE OR DISMISS

The University shall provide Written Notice of Intent, as described in this Section C., for the following actions: suspension without pay, reduction in pay, or dismissal.

1. Issuance

- a. The University shall give a Written Notice of Intent to the affected Unit 18 faculty member, either by delivery in person, or by placing the Written Notice of Intent in the United States Mail, first-class, postage-paid, in an envelope addressed to the Unit 18 faculty member at their last known home address. The Unit 18 faculty member shall be responsible for informing the designated University office in writing of their current home address and of any change in such address. The information so provided shall constitute "the employee's last known home address." The University will also send a copy of the Notice to the Unit 18 faculty member through campus mail to their campus office address.
- b. The University will send a copy of the notice to the Union.
- c. Whether the University delivers the Written Notice of Intent in person or by mail, the Notice of Intent shall contain a statement of delivery or mailing indicating the date on which the University personally delivered or deposited the Notice of Intent in the U.S. Mail. Such date of delivery or mailing shall constitute the date of issuance of the Written Notice of Intent.

2. Content

The Written Notice of Intent shall:

- a. inform the Unit 18 faculty member of the disciplinary or dismissal action intended, and the effective date of the action;
- b. provide an explanation of the reason for the action, including, where appropriate, illustrative materials;
- c. inform the Unit 18 faculty member of the right to respond, to whom to respond, and the applicable time frame for responding in accordance with Section D; and

- d. inform the Unit 18 faculty member of the right to representation by a representative of their choice, including the union.

D. RESPONSE TO WRITTEN NOTICE OF INTENT

The Unit 18 faculty member or their designated representative shall be entitled to respond, either orally or in writing, to the Notice of Intent described above. If the University delivers the written Notice of Intent to the Unit 18 faculty member in person, the University must receive the response within fourteen (14) calendar days from the date on which it delivered/issued the written Notice of Intent. If the University mails the written notice to the Unit 18 faculty member, the University must receive the response within thirty (30) calendar days from the date on which the written Notice of Intent was mailed. The University shall establish the date on which it mailed the Notice of Intent by sending the Notice via registered mail.

E. WRITTEN NOTICE OF ACTION

1. A Written Notice of disciplinary or dismissal action must specify the action the University intends to take and the effective date of the action.
2. The University's action may not include discipline more severe than that described in the written Notice of Intent; however, the University may reduce such discipline without the issuance of a further written Notice of Intent.
3. The University shall provide the Unit 18 faculty member and (if applicable) their designated representative a written Notice of Dismissal, or Notice of Disciplinary Action, within thirty (30) calendar days after the issuance of the written Notice of Intent, unless the Unit 18 faculty member has elected an Academic Senate review of the Intent to Dismiss in accordance with Section G., below. This notice must consider any response that the Unit 18 faculty member has provided to the Notice of Intent described in Section D., above.

F. ALTERNATIVES FOR REVIEW OF DISCIPLINE AND DISMISSAL

1. Discipline

Any Unit 18 faculty member may grieve and arbitrate discipline actions taken pursuant to this Article. Grievances must be filed in accordance with the provisions of Article 32 - Grievance and Article 33 - Arbitration.

2. Dismissal

Unit 18 faculty in faculty titles may request a Senate review of a dismissal action in accordance with the Academic Senate regulations in effect at the

time of the action at the Unit 18 faculty member's campus, or may elect review of the same action in accordance with the provisions of the Grievance and Arbitration articles. Unit 18 faculty in non-faculty titles identified in Article 5, Section B., may only seek a review of dismissal actions in accordance with the provisions of Article 32 - Grievance and Article 33 - Arbitration.

G. PROCEDURE FOR REVIEW OF PROPOSED DISMISSAL

1. Senate Review - Within the Senate Review procedures, the scope of the review shall be limited to determining whether there was procedural irregularity, and/or whether the action taken was for good cause.
 - a. A faculty Unit 18 faculty member who has received a Notice of Intent to Dismiss may elect to have the proposed dismissal considered for advisory review under the applicable Senate Review Procedures in effect at the time. A Unit 18 faculty member who chooses to use the Senate Review Procedures must provide written notification to the designated University official within fourteen (14) calendar days from the date of the University's Notice of Intent to Dismiss.
 - b. The Senate may choose, in accordance with its procedures, to review a proposed dismissal action through the applicable procedures in effect at the time, if any, for hearings before the Academic Senate. The Senate may also decline to review a proposed dismissal action.
 - c. When the Academic Senate Review option has been selected, the University shall not initiate a final dismissal action until the earliest of the following has occurred.
 - 1) The Senate has elected not to review the action, or
 - 2) The Senate has elected to review the proposed dismissal and the
 - a) review process is complete or
 - b) twelve (12) months have lapsed following the issuance of the Notice of Intent to Dismiss.
 - d. When the Senate accepts the review, the University shall consider the Senate recommendations in making its decision. The University decision shall be final, and is not subject to grievance and arbitration.
 - e. If the Senate declines to review the proposed dismissal, the

University shall provide a Written Notice of Action to the Unit 18 faculty member and their designated representative, if any.

1. Grievance and Arbitration - A Unit 18 faculty member who has received a Written Notice of Action, including dismissal action, may file a grievance in accordance with the procedures of Article 32 - Grievance Procedure, unless the Unit 18 faculty member has pursued a Notice of Intent through the Academic Senate Review, and the Academic Senate has agreed to review the proposed dismissal action.
 - A. The imposition of disciplinary or dismissal action shall not extend the time limits for the filing of a grievance on any other matter under Article 32 - Grievance Procedure.
 - B. In any arbitration, the arbitrator shall have the authority to determine whether the discipline or dismissal was for just cause and if so, to determine the remedy, but the arbitrator may not re-evaluate the academic performance or qualifications of the Unit 18 faculty member.

ARTICLE 31
ACADEMIC REVIEW CRITERIA

A. GENERAL CONDITIONS

1. The review criteria described in this article shall apply to Unit 18 faculty during an Excellence Review, to Continuing Appointees and Senior Continuing Appointees during a merit review, and a promotion review to Senior Continuing Lecturer.
2. The standards for excellence, merit, and promotion are codified in Article 7B, 7C and 7D, respectively.

B. REVIEW PROCESS

1. The University shall notify the Unit 18 faculty member in writing of the review, its timing, criteria, and the procedure that will be followed per this Article. Such notice shall be provided no less than forty-five (45) calendar days prior to the date by which the Unit 18 faculty's review materials must be submitted, where practicable. Should the University provide less than forty-five (45) calendar days' notice, the University shall not unreasonably deny an extension to the Unit 18 faculty to submit their materials for the review file.
2. The notification shall include:
 - a. A list of materials the Unit 18 faculty member is responsible for providing and how they should be submitted;
 - b. The date by which the Unit 18 faculty member must submit all required materials;
 - c. Links to the applicable collective bargaining agreement article(s); and
 - d. The date by which the attainment of continuing status, the merit increase, or promotion in question shall be effective.
 - e. The right of the Unit 18 faculty member to inspect and respond to their academic review file, in accordance with Article 10 - Personnel and Review Files.
3. A Unit 18 faculty member may request an extension of the review deadlines due to a leave of absence taken under Article 12 - Leaves. Such requests shall not be unreasonably denied.

4. According to campus procedures, the University shall notify the Unit 18 faculty member of the excellence, promotion, or merit review outcome.
5. If the Continuing Lecturer is not promoted to Senior Continuing Lecturer:
 - a. The review file shall still be assessed for excellence in accordance with Article 7c – Continuing Appointments.
 - b. The Continuing Lecturer is eligible to request another promotion review at their next normative merit review.
6. The provisions in Article 7C, Section B (Establishing the Continuing Appointment Percentage) and Section C (Letter of Continuing Appointment) continue to apply to Senior Continuing Lecturers.

C. REVIEW MATERIALS

1. All relevant materials shall be given due consideration. These may include:
 - a. A current Curriculum Vitae;
 - b. Examples of syllabi, assignments, lecture slides, lesson plans, exams, and/or other applicable course materials including but not limited to prompts for and responses to student work;
 - c. A self-reflection/self-statement/self-evaluation of the Unit 18 faculty member's performance, teaching objectives, and teaching activities;
 - d. A term-by-term enumeration of the number and types of courses taught by the Unit 18 faculty member;
 - e. Explanations of deviations from the standard assigned workload;
 - f. Identification of any new courses taught or of existing courses whose structure, approach, or content were substantially reorganized;
 - g. Evidence of introduction of new teaching practices and techniques into the course(s) taught;
 - h. Notice of any awards or formal mentions for distinguished teaching;
 - i. Student evaluations, provided that the quantitative measure in the

student evaluation is not the sole criterion for evaluating teaching;

- j. Letters of reference and assessments by departmental Unit 18 faculty, departmental Academic Senate Faculty, other academic appointees, students; and/or others external to the University of California;
 - k. Written observations resulting from classroom visitations by colleagues and evaluators; and
 - l. Additional materials relevant to their assigned duties.
2. According to campus procedures, statements of contributions in assigned areas of the Unit 18 faculty member's achievements that promote equal opportunity and diversity should be given due recognition in the review process. These contributions to diversity and equal opportunity will be focused on teaching and learning and can take a variety of forms including teaching that is particularly inclusive of diverse populations.

D. **REVIEW CRITERIA**

- 1. Evaluations of the academic qualifications or performance of a Unit 18 faculty member for purposes of achieving continuing status, merit, and promotion shall be made on the basis of their assigned instructional duties. Achieving continuing status or a merit will be based on demonstrated excellence for Continuing Appointees and merit and promotions will be based on exceptional performance in teaching for Senior Continuing Lecturers. Academic responsibility and other assigned duties shall also be utilized in the review.
- 2. Senior Continuing Lecturers: Instructional contributions that are broad ranging and/or greatly enhance the academic mission of the University, may be considered exceptional. Length of service and continued excellent performance as a Continuing Lecturer alone are not justification for promotion.
- 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 Unit 18 faculty member should be judged with proper reference to assigned teaching responsibilities.
- 4. Instructional performance shall be evaluated according to the following criteria, as demonstrated by the materials in the review file:
 - 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;
 - h. Developing pedagogically effective assignments, lecture slides, lesson plans, exams, and/or other course materials and/or prompts for student work;
 - i. Additionally, exceptional instructional performance would include introducing new teaching practices into the course(s).
5. According to campus procedures, contributions in assigned areas of the Unit 18 faculty member's achievements that promote equal opportunity and diversity should be given due recognition in the review process. These contributions to diversity and equal opportunity will be focused on teaching and learning and can take a variety of forms including teaching that is particularly inclusive of diverse populations.

E. 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 excellent or 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 excellence, promotion, or merit review process.

ARTICLE 32 GRIEVANCE PROCEDURE

A. GENERAL PROVISIONS

1. Definition of a Grievance

- a. A grievance is a formal written claim filed by an individual Unit 18 faculty member, a group of Unit 18 faculty, or the UC-AFT alleging certain article(s) of this Agreement has (have) been violated by the University during the term of this Agreement.
- b. Group grievances are defined as, and limited to, those grievances which cover more than one Unit 18 faculty, and which involve the same circumstances and facts for the grievance involved.
- c. Union grievances are grievances filed by UC-AFT on behalf of an individual Unit 18 faculty member, on behalf of a group of Unit 18 faculty, or on behalf of itself.
- d. Consolidated Grievances are grievances of two or more Unit 18 faculty, as well as multiple grievances by or related to the same Unit 18 faculty or which relate to the same incident, issue, or course of conduct, which have been consolidated for purposes of this article, by mutual agreement of the University and the UC-AFT.

2. Standing

- a. Except as otherwise provided in this Agreement, a grievance may be filed by a Unit 18 faculty member, group of Unit 18 faculty, or the Union. The University may not bring a grievance through this procedure.
- b. Unit 18 faculty who voluntarily terminate their employment, including, but not limited to, retirement from the University, shall have their pending grievances immediately withdrawn and will not benefit by any subsequent settlement or disposition of any individual or group grievance.

3. Non-Business Days

Deadlines which fall on days that are not business days at the campus at which the grievance or appeal is filed will be automatically extended to the next business day.

4. Filing Deadline

Any grievance which is filed out of compliance with the time limits provided in this Article is considered withdrawn by the grievant and/or the Union, as applicable.

5. No University Response

If a University official fails to meet a deadline, the grievant may move the grievance to the next step in the process.

6. Extensions of Time Limits

Time limits set forth in this Article may be extended only by written agreement between the grievant or the grievant's representative, if any, and the University, in advance of the expiration of the time limit.

7. Informal Meetings and Time Limits

Nothing in this Article or Agreement prohibits informal meetings at any step of the grievance procedure upon agreement of the parties. Except by mutual agreement pursuant to A.6. above, such meetings do not extend the timeframes outlined in this Article.

8. Consolidation

Grievances brought by, or related to, two (2) or more Unit 18 faculty, and/or multiple grievances by or related to the same Unit 18 faculty, which concern the same issue(s) may be consolidated for the purposes of this procedure. The time limits described in this Article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances. Consolidated grievances may be severed. A grievance shall be consolidated or severed only by agreement between the grievant or the grievant's representative and the University.

9. Representation

A Unit 18 faculty member shall have the right to be represented at all steps of the Grievance Procedure by the UC-AFT, another representative, or be self-represented, provided the representative is not designated as supervisorial, managerial or confidential within the meaning of the Higher Education Employee-Employer Relations Act (HEERA). The grievant shall provide the University written notice of the name and address of their representative, if applicable. The University shall notify the Union of any formal grievances filed in which the Union is not chosen as the representative of the grievant. The grievant's representative may be assisted in grievance meetings by another Unit 18 faculty member or, if applicable, a union representative.

10. Release Time

As professional exempt employees, Unit 18 faculty shall be allowed reasonable flexibility with their time in order to investigate and pursue grievance handling. Reasonable efforts will be made by the University not to call meetings during scheduled class hours of the grievant or the grievant's representative. Time spent by grievants or their representatives outside their normal schedules in University-called meetings shall not be counted as time worked. Unit members will not lose salary as a result of attendance at meetings called by the University pursuant to this Article.

11. Settlement Offers

Settlement offers shall be confidential and inadmissible at subsequent steps. If the union is not involved in representation, the settlement shall become final so long as the adjustment is consistent with the terms of this Agreement and the Union, has been given ten (10) calendar days to file a response.

12. Documents

Except by agreement between the grievant or the grievant's representative and the University, documents and communications that are filed with the University and are related to the processing of a grievance shall be kept separate from the grievant's personnel and review files.

13. Authority of the Designated University Administrator

The Designated University Administrator at each step of the process has the authority to modify the decision of a Designated University Administrator provided at an earlier step of the grievance process.

B. LOCATION AND MANNER OF FILING

1. Location of Filing

Grievances and subsequent appeals shall be filed at the designated email addresses for each UC location at Step 1 and 2 as listed in Appendix A or for the Office of the President at Step 3.

2. Manner of Filing Grievances and Appeals

- a. The grievant or the Union may file a written grievance and submit appeals to the designated email addresses for each UC location at

Step 1 and 2 or for the Office of the President at Step 3 at each step of the grievance process.

- b. Grievances and subsequent appeals must be submitted to the designated email address and must include PDFs of all documents, information and signatures necessary to be in compliance with the provisions of the Agreement. The date and time indicated on the University server shall constitute the official date of receipt by email submission. If the registered date on the University server falls outside campus business hours, the following business day shall constitute the official date of receipt.
- c. All subsequent University responses shall be sent via email to the email address designated by the Grievant/Representative on the grievance initiation form.

C. INFORMAL RESOLUTION (OPTIONAL)

1. Within fifteen (15) calendar days after the grievant becomes aware of the issue that may become the subject of a grievance, the Unit 18 faculty member may discuss the issue with their immediate supervisor. However, if a University representative outside the department initiated the incident or action that gave rise to the issue, the grievant may discuss the issue with the Dean, or individual who supervises the person who initiated the action, rather than the immediate supervisor. Informal resolutions, although final, shall not be precedential or inconsistent with this Agreement.
2. Within five (5) calendar days of the informal discussion, the individual with whom the grievant discussed the issue pursuant to C.1., above, shall provide the grievant with an oral response.
3. If the issue is not resolved through informal discussion, or if the grievant does not seek remedy through informal resolution, the Unit 18 faculty member may seek review as set forth in Section D., below.
4. Attempts at informal resolution do not extend time to file at Step 1 unless an extension of the time limit has been agreed to as set forth in Section A.6.

D. STEP 1 – FORMAL GRIEVANCE PROCEDURE

1. Consistent with the provisions of this Agreement, a grievant or the Union may file a written grievance as set forth below.
2. A written grievance must be filed with the campus designated Grievance Officer listed in Appendix A on the grievance form agreed to by the University and the Union.

3. Time limits for initial filing:
 - a. Unless otherwise specified elsewhere in this Agreement, grievances must be filed within thirty (30) calendar days from the date on which the Unit 18 faculty member or the Union knew or could have been expected to know of the event or action which gave rise to the grievance, or, in the case of separation, within thirty (30) calendar days after the date of the Unit 18 faculty member's separation from University employment, whichever occurs first.
4. A valid grievance must contain the following information:
 - a. The specific article or section of the Agreement alleged to have been violated;
 - b. The date(s) and nature of the action grieved and how it violated the above described provision of the Agreement;
 - c. The name(s) of the affected Unit 18 faculty;
 - d. The adverse effects of the alleged violation on the Unit 18 faculty and/or the Union; and
 - e. The remedy requested.
5. If the University determines a grievance is procedurally ineligible for processing as written, the University shall inform the Union of the procedural deficiencies and provide seven (7) calendar days to permit the Union to resubmit the grievance.
 - 1.
6. If the University determines such grievance ineligible for processing after it has been resubmitted, the Union may file a grievance over the University's decision, in accordance with the provisions of this Article.
 - 1.
7. Within thirty (30) calendar days of receiving the written grievance, the University shall schedule and conduct a Step 1 meeting between the grievant and their representative, if any, and the designated campus representative.
8. The University shall provide a written response at the review or within fifteen (15) calendar days of the review. Resolution at this step, although final, shall not be precedential or inconsistent with this Agreement.
9. If the grievance is not resolved, the grievant may seek further review in the manner described below in Section E.

10. Step 1, except for the written filing of the grievance in accordance with Section D. 1. b) and c) may be waived by agreement of the parties.

E. STEP 2

1. If the grievance has not been resolved at Step 1, the grievant or the grievant's representative may submit a written request to the campus designated grievance officer for a Step 2 review. Such request must be made within fifteen (15) calendar days from the date of the University's written response at Step 1, or if no University answer was issued, within fifteen (15) calendar days from the date the Step 1 response was due.
2. If either the grievant or the grievant's representative or the grievance officer requests a meeting to discuss the merits of the grievance, one shall be conducted within fifteen (15) calendar days of the request for the Step 2 review. If a meeting occurs, the grievant and/or the grievant's representative shall be present. Also, the grievant or the grievant's representative shall be able to bring people to the meeting who have information to present about the grievance. With the agreement of the parties, each party may bring an observer(s) to the meeting. Such requests regarding an observer(s) shall not be unreasonably denied.
3. If the Union discovers information or the University produces information after the filing of the original grievance and that information gives rise to additional article(s) or section(s) alleged to have been violated, the Union may amend the pending grievance to allege violation of such specific article(s) and section(s) as soon as practicable, but in no case any later than at the time the parties hold the Step 2 meeting. If the Union submits an amendment to the Step 2 appeal, they must file the amended appeal in writing on the grievance form at the Step 2 meeting. Such amendment shall automatically extend the University's time to issue the Step 2 decision by an additional fifteen (15) calendar days. Contract violations not alleged in the Step 2 meeting are not subsequently admissible or arbitrable.
4. A campus administrator with the authority to modify the decision of the University representative at the previous step shall participate in the meetings and University response on appealed grievances.
5. Notice to the grievant of the University's Step 2 decision will be as set forth below.
 - a. For grievances where the Union represents the grievant:
 - 1) If no Step 2 meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within fifteen (15) calendar days following the

date of receipt of the request for a Step 2 review.

- 2) If a meeting is requested, the University shall issue the written decision to the grievant and/or the grievant's representative within fifteen (15) calendar days following the meeting or thirty (30) calendar days if the Union files an amended Step 2, in accordance with Section E.3. above.
- b. The University's decision shall become final within forty-five (45) calendar days following the issuance of the Step 2 decision, unless within that time, the Union has appealed the decision to Step 3.
- c. For grievances where the Union does not represent the grievant:
- 3) If no Step 2 meeting is requested, the University shall transmit a copy of the grievance and proposed resolution to the Union within fifteen (15) calendar days following the date of receipt of a request for a Step 2 review. The University decision shall address the issues raised in the written grievance, and shall present the facts known to the University related to the issues alleged in the grievance. If the Union requested a Step 2 meeting, the University shall transmit a copy of the grievance and proposed resolution to the Union within fifteen (15) calendar days following the meeting.
 - 4) The Union shall be given ten (10) calendar days from the date of issuance of such copy to comment in writing on the proposed resolution.
 - 5) The University shall not implement the proposed resolution of the grievance until timely receipt and review of the Union's written comments, if any.
 - 6) Following receipt of the Union's comments or ten (10) calendar days from date of issuance, whichever occurs first, the University will issue its decision to the grievant and/or the grievant's representative and will transmit a copy to the Union.
 - 7) The decision of the University shall become final, so long as the decision is not inconsistent with the terms of this Agreement, within forty-five (45) calendar days of the issuance of the decision to the grievant and/or the grievant's representative, unless within that time, the Union has appealed the decision to Step 3.

F. STEP 3 – APPEAL TO OFFICE OF THE PRESIDENT

1. Grievances that are not satisfactorily resolved at Step 2 may be appealed to Step 3. The appeal must be filed with the Executive Director of Labor Relations Operations in the Office of the President within fifteen (15) calendar days of the date the University's Step 2 written decision was issued or, if no University answer was issued, within fifteen (15) calendar days of the date the Step 2 decision was due.
 - a. The Step 3 appeal shall identify all unresolved issues, alleged violations, and remedies, and shall be signed and dated by the grievant or their representative.
 - b. The subject of the grievance as stated at Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
2. The Labor Relations office in the Office of the President shall issue the University's written decision to a Step 3 appeal within thirty (30) calendar days of the receipt of the appeal. Where a grievance has been filed by the Union, the Union shall review the University's Step 3 response and shall notify the University if it has determined that the University's step 3 response satisfactorily resolves the grievance.
3. The decision will be issued to the grievant when self-represented, or to their representative. A copy of the decision will be sent to the Union.

G. APPEALS TO ARBITRATION

The Union shall submit appeals to the Office of Labor Relations at the Office of the President within forty-five (45) calendar days of the issuance of the University's Step 3 answer, or when the Step 3 answer was due. If the Union fails to file a timely appeal, the grievance shall be considered resolved on the basis of the University's final response.

ARTICLE 33 ARBITRATION

A. GENERAL PROVISIONS

1. Only the Union may make an appeal to arbitration and only after the timely exhaustion of the Grievance Procedure of this Agreement. The written appeal to arbitration must be received by the designee of the Office of Labor Relations of the Office of the President within forty-five (45) calendar days of the issuance of the final University decision to the Union (Article 32 — Grievance Procedure). The written appeal must be signed by the Union President, the Union Vice President for Grievances, the Union Executive Director, the Union Legal Director, or equivalent designee. The written appeal must include:
 - a. name, contact information, and campus location of the grievant(s);
 - b. name and contact information of the Union representative who is responsible for the appeal to arbitration and to whom all correspondence is to be sent;
 - c. a copy of the completed grievance form;
 - d. a statement setting forth the unresolved issue(s), the Articles of the Agreement alleged to have been violated as identified in the written Step 2 appeal, and the remedy requested; and
 - e. a completed proof of service form.
2. Appeal Format:
 - a. An appeal to arbitration may be made by email to AppealAGrievance@ucop.edu.
 - b. Email submissions must include PDFs of all documents listed in A.1. a-e above including information and signatures necessary to be in compliance with the Arbitration provisions of this Agreement.
 - c. The 'date of filing' for emailed appeals to arbitration shall be the date received on the University server, provided that the appeal is received during business hours. If an appeal to arbitration is received outside of normal business hours, the following business day will be deemed the filing date of the appeal to arbitration.

- d. The University shall acknowledge receipt of the Union's Appeal to Arbitration through a computer-generated, automatic email response.
3. Appeals to arbitration which are not filed within the above time limit and/or which do not contain the appropriate union signature, are ineligible for arbitration. If a grievance is not appealed to arbitration, the University's last written decision shall be final.
4. Absent resolution of the grievance during this time, the designee of the Office of Labor Relations of the Office of the President shall notify the Union of the University's agreement to proceed to arbitration within thirty (30) calendar days of the date of receipt of the appeal to arbitration. The University's response will include a proof of service and the name and contact information of the University's representative to whom all correspondence should be addressed.

B. SELECTION OF ARBITRATOR

1. Within fifteen (15) calendar days of the issuance of the University's response to the Union's appeal to arbitration, the Union will contact the University's representative responsible for the appeal to arbitration to initiate the selection of an arbitrator. Failure to contact the University's representative within the established time frame will be considered a withdrawal of the arbitration appeal.
2. Within thirty (30) calendar days after the Union contacts the University's representative responsible for the appeal to arbitration about selection of an arbitrator, the University will reply to the Union and engage in the selection process.
3. If the parties cannot mutually agree to the selection of an arbitrator from the panel, the parties shall alternately strike one name each from the list of panel members. Unless the parties agree otherwise, the party selecting first shall be determined by the flip of a coin. The remaining name shall be designated as the arbitrator.
4. The selection of the arbitrator shall be accomplished no later than thirty (30) calendar days after the University's representative has contacted the Union to begin the process for selecting the arbitrator.
5. Upon selection of an arbitrator, the University and the Union shall electronically transmit a joint letter to the arbitrator requesting hearing dates that are no earlier than thirty (30) calendar days from the date of transmission of the letter to the arbitrator.

6. The arbitrator shall respond to each party with available hearing dates.
7. Within thirty (30) calendar days of receipt of the arbitrator's availability, each party shall electronically notify the arbitrator (with a cc to the other party) which of the dates, if any, are acceptable.
8. If either party fails to respond to the arbitrator's letter pursuant to paragraph 6, the arbitrator shall schedule the hearing on the date(s) identified by the responding party; however, in such case, the initial hearing date selected by the arbitrator must be at least 45 days from the date of the arbitrator's initial letter offering hearing dates.

C. EXPEDITED ARBITRATION

If the parties agree to use an expedited form of arbitration, the following will occur:

1. the arbitrator will be selected in accordance with Section B. above;
2. the case shall be heard on the arbitrator's earliest available date, unless otherwise agreed by the parties;
3. there shall be no transcript of the proceedings;
4. post hearing briefs will be waived; and
5. the arbitrator will issue a written decision within seven (7) calendar days following the close of the hearing record unless the parties agree, prior to the commencement of the arbitration, that the arbitrator rule on the issues at the close of the hearing in lieu of a written decision.

D. ARBITRATION PROCEDURE

1. In order for grievances to be considered timely and arbitrable under this Article, the scheduling of the arbitration hearing date must be accomplished no later than ninety (90) calendar days from the date the arbitrator is contacted by the parties. Should the parties be unable to agree to a hearing date, the authority to schedule the hearing rests with the arbitrator.
2. Prior to the arbitration hearing, the Union and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible. At least seven (7) calendar days prior to the arbitration hearing the parties shall exchange lists of known witnesses.

3. During the arbitration proceeding, the parties shall have an opportunity to examine and cross examine witnesses under oath and to submit relevant evidence. Issues and allegations shall not be introduced at the arbitration hearing which were not introduced during Step 2 of the grievance procedure of this Agreement. Settlement offers made during the grievance procedure shall not be introduced as evidence in arbitration.
4. The arbitrator shall have the authority to subpoena witnesses or documents, subject to the limitations set forth in Article 10 — Personnel Files, but only upon the request of either party.
5. Either or both parties may, at its discretion, file briefs with the arbitrator. The order and time limits of briefing shall be either as agreed to by the parties or as specified by the arbitrator. Briefing time limits may be extended if agreed upon by the parties. Prior to the commencement of the Arbitration, the parties may agree to waive the filing of briefs, and in lieu of a written decision, the parties may also agree that the arbitrator will rule at the close of the hearing.
6. The arbitration hearing shall be closed unless the parties otherwise agree in writing.
7. Unless the parties agree otherwise, where arbitrability is an issue, one arbitrator shall conduct a hearing and issue a decision on the question of arbitrability, and the merits of any arbitrable claim will be heard by a different arbitrator in a separate hearing.
8. An appeal to arbitration shall not inhibit efforts by the University and the Union to resolve the grievance. The Union shall have authority to withdraw a grievance or enter into an agreement with the University to settle a grievance appealed to arbitration. An agreement to settle or withdraw a grievance appealed to arbitration reached between the University and the Union shall be binding on unit employees.
9. In all cases appealed to arbitration, except for actions taken pursuant to Article 30 — Discipline and Dismissal, the Union shall have the burden of proceeding.
10. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The arbitrator's decision will set forth the findings of fact, reasoning, and conclusions on the issues submitted by the parties.
11. The arbitrator's fees and the costs of transcripts requested by the arbitrator or both parties shall be shared equally by both parties. Costs for transcripts requested by only one party, shall be borne by the requesting

party.

12. A party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the arbitrator and/or court reporter.

E. AUTHORITY OF THE ARBITRATOR

1. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement.
2. Except to the extent provided in this Agreement, the arbitrator shall not have the jurisdiction or authority to review the University's evaluation of a Unit 18 faculty member's academic qualifications or performance, or whether courses shall be offered.
3. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the Unit 18 faculty member the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation from any source recognized by law as appropriate to offset such a remedy. The decision and award of the arbitrator shall be final and binding upon the parties to this Agreement and the Unit 18 faculty member. The University will not be liable for back wages or other monetary reimbursement for:
 - a. any period of time during which an extension of time limits has been granted at the request of the Union;
 - b. any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the Union; and
 - c. any period of time greater than thirty (30) calendar days prior to the date the grievance was filed pursuant to Article 32 — Grievance Procedure.

F. ACKNOWLEDGEMENT AND WAIVER FORM FOR ARTICLE 4 ARBITRATION

If the UC-AFT appeals a grievance to arbitration which contains allegations of a violation of Article 4, Non-Discrimination in Employment, which are not made in conjunction with the provision of another article that is arbitrable, the UC-AFT's notice must include an Acknowledgement and Waiver Form signed by the affected Unit 18 faculty member. The Acknowledgement and Waiver Form will reflect that the Unit 18 faculty member has elected to pursue arbitration as the

exclusive dispute resolution mechanism for such claim and that the Unit 18 faculty member understands the procedural and substantive differences between arbitration and other remedial forums in which the dispute might have been resolved, including the differences in the scope of remedies available in arbitration as compared to other forums. The timeline to appeal to Arbitration as set forth in Article 33, Arbitration, will be extended by 30 days for said grievances to enable the Unit 18 faculty member to make an informed decision.

G. EXTENSION OF TIME LIMITS

Time limits set forth in this Article may be extended by agreement of the parties in writing in advance of the expiration of the time limit.

H. RELEASE TIME

Upon advance request, the grievant and the Union representative, if the representative is a Unit 18 faculty member, they shall be granted leave with pay to attend arbitration hearings and related settlement meetings convened by the University. Unit members who are called by the parties to testify shall be granted leave with pay upon advance request for the period of time required to testify.

I. PANEL OF ARBITRATORS

1. Appendix B contains a standing panel of twenty-one (21) arbitrators to hear arbitration cases scheduled for hearing pursuant to the provisions of this Article.
2. The procedure for modifying the panel shall be as follows:
 - a. Each party shall have the right to eliminate up to two (2) arbitrators once each calendar year. The party exercising this right shall notify the other party in writing of the name(s) of the arbitrator(s) to be stricken from the panel.
 - b. In replacing an arbitrator who has been eliminated, declined to participate or who has resigned, or in adding an arbitrator(s) to complete the panel, the parties will exchange lists of nominations within sixty (60) calendar days. If agreement cannot be reached on all twenty-one (21) arbitrators, the remaining number needed to complete the panel will be selected alternately by the parties. The party selecting first shall be determined by the flip of a coin. Any arbitrator eliminated in a., above, may not be placed on the panel again.

- c. The parties shall jointly send letters to arbitrators chosen for placement on the standing panel and shall request that they agree to participate and comply with the provisions of the Agreement.

ARTICLE 34
IMMIGRATION REFORM AND CONTROL ACT

- A.** Letters of appointment/reappointment or other appropriate appointment documents will include a statement that the individual must provide verification of employment eligibility pursuant to University requirements established in accordance with the Immigration Reform and Control Act of 1986 (IRCA). Letters of appointment/ reappointment will also include notification of any proposed University assistance in complying with IRCA. The offer of the appointment, continued eligibility to complete the appointment term and the pay will be contingent on compliance with these requirements.
- B.** All appointments/reappointments will be contingent upon the employee's completion of an I-9 form and provision of the employment eligibility documents required by the University to comply with IRCA. Failure to provide the necessary documentation within the required time limitations or failure to remain eligible will constitute grounds for release from employment for failure to comply with University requirements implementing the IRCA.
- C.** Nothing in this Article prohibits the reappointment of a Unit 18 faculty member upon compliance with the requirements of IRCA.
- D.** Any employment relationship which is terminated for failure to comply with the requirements set forth herein will not be subject to Article 30 - Discipline and Dismissal.
- E.** When the University intends to release a Unit 18 faculty for failure to comply with University requirements implementing the provisions of IRCA, the Unit 18 faculty member shall be given written notice of the intent to release.

The notice shall:

- 1. be given to the Unit 18 faculty member either by delivery of the notice to the Unit 18 faculty member in person, or by mail with a Proof of Service;
- 2. state how the Unit 18 faculty member has failed to comply with University requirements implementing IRCA;
- 3. state that the Unit 18 faculty member has the right to respond, and to whom, within ten (10) calendar days from the date of issuance of such notice of intent, either orally or in writing; and,
- 4. state the effective date of the action.

- F.** The University will consider any response from the Unit 18 faculty member. If the Unit 18 faculty member can provide the University with proof of complete compliance with University requirements implementing IRCA, the University will withdraw the letter of intent.
- G.** If no response is received by the University or the Unit 18 faculty member does not comply with University requirements implementing IRCA, the Unit 18 faculty member will be released on the date set forth in the letter of intent to release.

ARTICLE 35
NO STRIKES/NO LOCKOUT

- A.** The University, on behalf of its officers and agents, agrees that during the life of this Agreement or any written extension thereof there will be no lockouts of Unit 18 faculty. A lockout shall be defined for members of this unit as an action taken by the University to obtain for the University more desirable terms and conditions in the Agreement being negotiated, the result of which is the cessation of furnishing work and pay to Unit 18 faculty or withholding work and pay from them.
- B.** The UC-AFT, on behalf of its officers, agents, and members agrees that there shall be no strikes, stoppages or interruptions of work, sympathy strikes or other concerted activities by members of this unit which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. The UC-AFT, on behalf of its officers, agents, and members, agrees that it shall not in any way directly or indirectly authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities by members of this unit in violation of this Article.
- C. SHOULD A VIOLATION OF THIS ARTICLE OCCUR:**
1. The University shall immediately take whatever affirmative action is necessary to prevent and bring about an end to the lockout activity in violation of this Article. Such affirmative action shall include written notice to the UC-AFT and to each affected Unit 18 faculty at their mailing address that the prohibited activity will cease.
 2. The UC-AFT shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such affirmative action shall include written notice to the mailing address of each Unit 18 faculty engaged in the prohibited activity informing them that the concerted activity is in violation of this Article, that engaging in such activity may lead to disciplinary action, and that Unit 18 faculty engaged in prohibited activity must cease such activity and immediately return to work.
- D.** The UC-AFT will refuse to honor any and all picket lines established by Unit 18 faculty engaged in activity violative of Section B. of this Article.
- E.** If the UC-AFT performs in good faith and in a timely way all of the obligations of Section C. above, the UC-AFT shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the UC-AFT or with their assistance or consent.

- F.** When a Unit 18 faculty member is absent from work without permission or abstains wholly or in part from the full performance of their duties without permission on the date or dates when a strike occurs, there shall be a rebuttable presumption that the Unit 18 faculty member has engaged in such strike activity on such date or dates; and the Unit 18 faculty member shall not be on pay or benefit status. Any Unit 18 faculty member who violates this Article shall be subject to discipline as outlined in Article 30 — Discipline and Dismissal. The UC-AFT shall have the right to grieve any action constituting discipline and dismissal as defined in Article 30.
- G.** Nothing herein constitutes a waiver of the University's or the UC-AFT's right to seek appropriate legal relief in the event of the violation of this Article.

ARTICLE 36
PAST PRACTICE NOT COVERED BY AGREEMENT

1. Practices and policies relating to wages, hours, and terms and conditions of employment in effect at the ratification of this Agreement and not in conflict with this Agreement, may remain in effect. The University agrees to meet and discuss, upon request, with the UC-AFT regarding the elimination or modification of these practices and policies if they do not have a significant and consequential impact on a substantial number of bargaining unit members. Elimination or modification of these practices and policies is not grievable.
2. Should the University eliminate or modify practices and/or policies as described in Section A above that have a significant and consequential impact on a substantial number of bargaining unit members, the University shall provide the Union a thirty (30) calendar day notice, unless in case of an exigent circumstance.

ARTICLE 37 WAIVER

- A.** The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and that this Agreement constitutes the agreement arrived at by the parties.
- B.** The rights granted and the policies and procedures set forth in the Academic Personnel Manual shall not apply to Unit 18 faculty, except as specifically set forth below or elsewhere in this Agreement.
- C.** The University and the Union agree that the applicable parts of the following Academic Personnel Manual policies apply to Unit 18 faculty:

APM 015, Part II, A. 7 and 8 – The Faculty Code of Conduct
APM 120 – Emerita/Emeritus Titles
APM 190, Appendix C - University of CA Policy on Substance Abuse
APM 520 – Employment of Near Relatives
APM 600, Appendix 2 – Computation of Pay for Academic Appointees Giving Less Than A Full Quarter or Semester of Service
APM 663 - Additional Compensation: University Extension
APM 664 - Additional Compensation: Services as Faculty Consultant
APM 666 - Additional Compensation: Honoraria
APM 765 – Death Payments

Only changes in the above policies and procedures applicable to Unit 18 faculty will be subject to notice and the meet and confer process. Implementation of any of these proposed policies, procedures, rules or regulations, will not be delayed for other employees by the failure of the parties to complete the meet and confer process or the failure to reach agreement.

- D.** The University and the Union agree that the University may, during the life of this Agreement, establish and administer policies, procedures, rules and regulations, including Presidential and Regental policies. In the event the University proposes the establishment of, or revision to, a policy, procedure, rule or regulation that is systemwide in nature and has significant impact on the terms and conditions of employment of Unit 18 faculty, the University agrees to meet and confer upon timely written request with the Union regarding the significant impacts on members of the unit. Implementation of any of these proposed policies, procedures, rules or regulations, will not be delayed for other employees by the failure

of the parties to complete the meet and confer process or the failure to reach agreement. The UC and the UC-AFT shall execute in writing the agreement resulting from such negotiations, and the agreement shall become an addendum to this Agreement. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.

- E.** Except as otherwise provided for in this Agreement, or upon mutual consent of the parties to seek written amendment thereto, the University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 38

SEVERABILITY

In the event that any provision of this Agreement becomes invalid or void by statute, legislative action or final judicial decision by a court of competent jurisdiction, or in the event that any provision conflicts with the provisions of a statute or the Constitution of the United States or California, according to such final judicial decision, such action shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions not declared invalid or void shall remain in full force and effect. In the event that any provision of this Agreement becomes invalid or void, the parties agree to meet and confer over a substitute provision within thirty (30) calendar days of a Request by either party to do so.

ARTICLE 39
SUCCESSORS

- A. If a University location in which there are Unit 18 faculty is to be sold or transferred, the University agrees to provide notice to the UC-AFT and to meet and confer regarding the impact on Unit 18 faculty.
- B. If The Regents of the University of California is replaced by a different governing body, the terms and conditions of this Agreement will continue in full force and effect for its duration.

ARTICLE 40 DURATION

A. DURATION

The terms and conditions of this Agreement shall remain in full force and effect commencing at 12:00 midnight on December 3, 2021 and shall terminate at 11:59 p.m. on June 30, 2026.

B. CONDITIONAL REOPENER NEGOTIATIONS

The parties will engage in re-opener bargaining if the circumstances outlined in Article 11 — Benefits, Section A. 4.b. are satisfied. Obligations to meet and confer shall be made in accordance with the following:

1. The UC-AFT shall, no later than thirty (30) calendar days of receiving written notice of the circumstances triggering the conditional re-openers above, serve upon the Office of the President, Executive Director of Labor Relations, written notice of its intent to negotiate those triggered sections of the Agreement.
2. Upon receipt of the UC-AFT's written notice of intent to negotiate those identified triggered sections of the Agreement, the parties shall meet within thirty (30) days of the notice to negotiate.
3. In the event an agreement on the subject reopener(s), if any, is not achieved, the parties will conform with HEERA mandated impasse procedures, including state mandated mediation, fact finding, unilateral implementation of a contract, and the right to strike.

C. NEGOTIATIONS OF A SUCCESSOR AGREEMENT

1. Timely Notice

Timely notice, as provided below, shall impose the duty to engage in meeting and conferring for the purposes of negotiating amendments to the Article(s) specified. Neither party shall have any obligation or requirement to negotiate any provisions of any Article(s) not timely noticed.

2. Bargaining Teams

Each party shall provide the other with written notice of its initial bargaining team members by no later than January 15, 2026.

3. Written Proposal Exchange

By January 15, 2026, each party shall exchange written notice of bargaining objectives regarding those terms and conditions of employment subject to negotiations.

4. Pre-Bargaining Meeting

No later than January 31, 2026, the University and the Union shall meet for one day, or as mutually agreed, to discuss each Article of the Agreement and present issues of interest for successor bargaining. During this meeting, the parties shall alternate being the first party to present its issues of interest on each article.

5. Commencement of Bargaining

By February 15, 2026, the parties shall set a mutually agreeable start date for the negotiations to commence no later than March 1, 2026.

D. CONDITIONS FOR A YEAR-TO-YEAR ROLLOVER

1. In the event that neither party gives timely notice as set forth in this section, this Agreement shall remain in effect on a year-to-year basis, from July 1st to June 30th.
2. In the event that the Agreement continues in this manner, the parties shall provide written notice of selected articles and a list of bargaining team members for a successor Agreement no later than January 15th of the applicable year. Thereafter, the parties shall follow the requirements for negotiations of a successor agreement as set forth in C., above.

ARTICLE 41 PARKING

A. GENERAL PROVISIONS

1. The University shall provide Unit 18 faculty parking and parking-related services at each campus to the same extent and under the same conditions as normally provided for other University employees at the Unit 18 faculty member's location.
2. It is understood and agreed that parking spaces designated for employees may from time to time be eliminated or reassigned due to construction, special events, and/or operational needs of the University.

B. MEET AND DISCUSS PARKING AND TRANSPORTATION RATE CHANGES

At least forty-five (45) calendar days prior to a campus' implementation of changes in parking and/or transportation fees affecting employees of this bargaining unit, the University shall provide written notice to the Union of its intent to make such change. The parties shall meet and discuss upon request of the Union.

C. FEE CAP

The University shall not increase parking rates more than the amounts listed in Appendix F for each location for each year of the Agreement.

ARTICLE 42 ONLINE INSTRUCTION

- A. All terms and conditions of this Agreement apply to Unit 18 faculty who perform online instruction. This Article applies to courses that are offered through UC Online or approved for instruction through a campus's regular approval process for online courses.
- B. "Online instruction" is an online course that has been approved as an online course by the Academic Senate, is designed to be delivered online, and the learning outcomes are tied to the online delivery. An online course that meets this requirement may also be a hybrid course, where there is also a component of face-to-face delivery.
- C. The University shall not lay off or reduce the appointment of a Unit 18 faculty member who is qualified to teach a course solely because the Unit 18 faculty member requires training to teach the course in an online format. Training may be provided at the level of the program, department, school, or through an appropriate campus-wide center, such as a Center for the Advancement of Teaching or a Center for Online Instruction.
- D. **WORKLOAD FOR ONLINE INSTRUCTION**
 - 1. An online course shall generally be valued at the same IWC as the same in-person course. When there is a reconceptualization of the course for online instruction that impacts the workload of the course, the University shall evaluate the totality of the workload in assessing workload value in accordance with Article 24 – Instructional Workload (e.g., adjustments to maximum enrollment caps or grading load that may impact workload).
 - 2. The University may value an online course at a higher IWC than the same in-person course.
- E. **MEET AND DISCUSS**
 - 1. At the request of the UC-AFT, the parties shall meet and discuss issues related to online instruction with the Office of the President up to four (4) times per year.
 - 2. Issues may include but are not limited to:
 - a. Increased academic year offerings of online courses;
 - b. Campus support for the instruction of online courses.

ARTICLE 43
HEALTH, SAFETY AND EMERGENCY CONDITIONS

A. GENERAL CONDITIONS

1. In compliance with campus health and safety policies and procedures, the University shall make reasonable attempts to maintain safe conditions and required safety equipment to carry out assigned duties.
2. Unit 18 faculty shall conduct their assigned duties and responsibilities in a safe manner to ensure their own safety and the safety of the students they are assigned to teach.

B. EMERGENCY HEALTH AND SAFETY CONDITIONS

1. For purposes of this article, emergencies are defined as conditions or events that relate to natural disasters or other events or conditions that either impede or restrict physical access to campus locations. In the event of an evacuation of an area of the campus, the full campus, or surrounding areas, Unit 18 faculty must follow the campus procedures.
2. Unit 18 faculty shall not be required to be on an affected part of campus when an emergency renders that part or all of campus inaccessible. Such an emergency must be declared by the University and/or local authorities.
3. Unit 18 faculty shall consult with relevant supervisors regarding alternative instruction during the emergency, if applicable.

C. RESUMPTION OF IN-PERSON INSTRUCTION

1. When the University, in conjunction with local authorities, has implemented health and safety protocols sufficient to support the resumption of full or partial in-person instruction, Unit 18 faculty shall be expected to resume in-person instruction.
2. Unit 18 faculty with concerns about resuming in-person instruction shall contact relevant supervisors immediately to get prompt resolution to their continued health and safety issues.

D. ADMINISTRATIVE LEAVE WITH PAY

In the event of an emergency or health crisis, Unit 18 faculty may be granted leave with pay if authorized by the Chancellor or their designee.

**Appendix A
Grievance Officers**

<p><u>Berkeley</u> UC Berkeley – Labor Relations 2850 Telegraph Ave., Berkeley, CA 94705 labrel@berkeley.edu</p>	<p><u>San Diego</u> Roselyn Aquino Director of Labor Relations Human Resources, Strategy and Policy 9500 Gilman Drive #0922 La Jolla, CA 92093-0922 858.534.0295 r3aquino@ucsd.edu www.ucsd.edu https://blink.ucsd.edu/sponsor/hr/divisions-units/labor-relations.html</p>
<p><u>Davis</u> Julia Johnson Director- Campus Employee and Labor Relations HR Admin Bldg., One Shields Avenue, Davis, CA 95616 530-574-7614 jmjohnson@ucdavis.edu</p>	<p><u>San Francisco</u> Aviva Roller Director of Labor and Employee Relations UCSF Medical Center and UCSF Campus 654 Minnesota Street, 2nd Floor San Francisco, CA 94143 415-353-4107 elr@ucsf.edu</p>
<p><u>Irvine</u> UCI Academic Labor and Employee Relations APLRGrievances@uci.edu</p>	<p><u>Santa Barbara</u> Sydney Roberts Manager, Employee & Labor Relations 3101 Student Affairs and Admin Svcs Bldg. Santa Barbara, CA 93106 805.893.4482 laborrelations@hr.ucsb.edu</p>
<p><u>Los Angeles</u> Kim Picon Manager, Labor Relations 10920 Wilshire Blvd., Suite 200 Los Angeles, CA 90024-6543 310-794-0869 kpicon@chr.ucla.edu</p>	<p><u>Santa Cruz</u> Scott Kasper ELR Director 100 Enterprise Way, Suite E100 Scotts Valley, CA 95066 831-459-1060 smkasper@ucsc.edu elrinfo@ucsc.edu</p>
<p><u>Merced</u> Felice Sanchez Director, Employee & Labor Relations 5200 North Lake Road Merced, CA 95343 209.228.8247 fsanchez38@ucmerced.edu</p>	<p><u>Riverside</u> S. Alex Nájera Associate Vice Chancellor/CHRO, Interim ELR Director 1100 Hinderaker Hall, Riverside, CA 92521 951.827.4721 grievances@ucr.edu</p>

APPENDIX B

PANEL OF UC-AFT (IX) ARBITRATORS

NORTH	SOUTH
Norman Brand	Saa` Adler
Buddy Cohn	Mark Burstein
David Handsher	Kenneth Cloke
Ronald Hoh	Douglas Collins
Joe Henderson	Edna Francis
Robert Hirsch	Fred Horowitz
Paul Roose	Jill Klein
Frank Silver	Ken Perea
Paul Staudohar	Jan Stiglitz
Katherine Thompson	Phil Tamoush
Garol V.....	Louis Zigman

Robert Bergeson

Kathy Fragnoli

Angela Reddock Wright

Anne Andrews Ellis

Najeeb Nabil Khoury

Andrea Dooley

Appendix C
Sexual Harassment Complaint Resolution Officers

<p><u>Berkeley</u> Kellie Brennan Title IX Officer, Office for the Prevention of Harassment and Discrimination 2111 Bancroft Way, Suite 300, Berkeley, CA 947201120 510 643-7985 ASK_OPHD@BERKELEY.EDU http://ophd.berkeley.edu/ http://survivorsupport.berkeley.edu</p>	<p><u>Merced</u> Kim Overdyck Director, OPHD, Title IX Officer 5200 North Lake Road Merced, CA 95343 209-228-4620 koverdyck@ucmerced.edu</p>
<p><u>Davis</u> Danesha Nichols Director, Harassment and Discrimination Assistance and Prevention Program University of California, Davis One Shields Avenue Davis, California 95616 (530) 747-3864 dnnichols@ucdavis.edu</p>	<p><u>Riverside</u> Kiersten Boyce Chief Compliance Officer, Acting Title IX Officer and ADA/504 Coordinator Office University of California, Riverside Skye Hall, Room 349 Riverside, California 92521 (951) 827-7070 kiersten.boyce@ucr.edu</p>
<p><u>Irvine</u> Tierney Anderson Title IX/Sexual Harassment Officer Office of Equal Opportunity and Diversity 103 Multipurpose Science and Technology Building University of California, Irvine Irvine, CA 92697-1130 949-824-5594 Discrimination and Sexual Harassment Hotline: 949.824.7037 Email: oeod@uci.edu Website: www.oeod.uci.edu</p>	<p><u>San Diego</u> Michael S. Diaz, JD, EdM Director & Title IX Officer Office for the Prevention of Harassment & Discrimination UC San Diego 9500 Gilman Drive, Mail Code 0024 La Jolla, CA 92093-0024 858-534-8297 msdiaz@ucsd.edu</p>
<p><u>Los Angeles</u> Mohammed Cato Title IX Coordinator Sexual Harassment Prevention/Title IX 2255 Murphy Hall, University California, Los Angeles Los Angeles, CA 90095-1405 (310) 206-3417 mcato@equity.ucla.edu</p>	<p><u>San Francisco</u> Tracey Tsugawa Interim Director, Office for the Prevention of Harassment and Discrimination 490 Illinois Street, Floor 11, San Francisco, CA 94118 415-502-3400 OPHD@ucsf.edu</p>

Santa Barbara

Ricardo A. Alcaíno
Director & Title IX Coordinator
Office of Equal Opportunity & Sexual
Harassment / Title IX Compliance
University of California, Santa Barbara
3217A Phelps Hall
Santa Barbara, CA 93106-2060
Phone: (805) 893-4504
ricardo.alcaino@ucsb.edu

Santa Cruz

Julie Lewis
Title IX Officer/Director
Office for Diversity, Equity, & Inclusion
University of California, Santa Cruz
1156 High Street, Santa Cruz, CA
95064
831-459-2462
julewis@ucsc.edu
titleix@ucsc.edu

MEMORANDUM OF THE NEGOTIATORS

The negotiators of the proposed Agreement affix their signatures to this memorandum to indicate that they have concluded negotiations by the development of the proposed Agreement and that they have referred it to the parties for approval.

It is understood that the Agreement is not binding unless and until both parties have executed it. The process of approval with respect to the Union will be completed when the Agreement has been reviewed and ratified by the appropriate members of the Union. On behalf of the University, the Agreement must be reviewed and approved by the Office of the President, including review and approval by the Vice President of Human Resources.

The parties agree that when the approval process has been completed, the Agreement will become effective when the authorized representatives for both parties have signed the document.

For the University of California:

For Union Name Here

Chief Negotiator
Associate Director
UCOP – Labor Relations

Executive Director
UC-AFT

_ Name
Assistant Negotiator

Name
Lead Labor Representative

_ Name, location

Name
Lead Labor Representative

_ Name, location

Name, location

_ Name, location

Name, location

_ Name, location

Name, location

_ Name, location

Name, location

_ Name, location

Name, location

_ Name, location

Name, location

_ Name, location

Name, location

Name, location

Name, location

EXECUTION OF AGREEMENT

The foregoing Agreement between the University Council – American Federation of Teachers (UC-AFT) and the Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

**THE REGENTS OF
THE UNIVERSITY OF CALIFORNIA**

**UNIVERSITY COUNCIL – AMERICAN FEDERATION
OF TEACHERS (UC-AFT)**

By: _____
Cheryl Lloyd
Vice President
Systemwide Human Resources

By: _____
Executive
Director UC-AFT

Date: _____

Date: _____

By: _____
Matt Teaford
Executive Director
Systemwide Labor Relations

By: _____
Name
Title
Union

Date: _____

Date: _____

By: _____
Chief Negotiator
Associate Director
Systemwide Labor Relations

Date: _____

NEW EMPLOYEE ORIENTATIONS

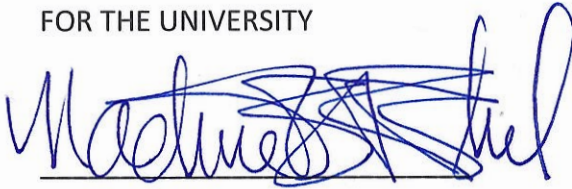
SIDE LETTER

UCSF Non-Senate Instructional (IX) Bargaining Unit

1. The parties to this Side Letter are the University of California San Francisco (hereinafter referred to as "UCSF") and the American Federation of Teachers (hereinafter referred to as the "Union").
2. When UCSF hires a new bargaining unit employee, UCSF shall notify the Union fifteen (15) days in advance, if practicable, of the date the on-boarding process shall take place, which is generally the first day of employment. UCSF shall provide the Union (designated local union representative at each campus) with the date, time and location for the Union's access to the new employee.
3. The on-boarding process is defined as the process which commences on the date the new bargaining unit employee reports to work and signs the employment paperwork such as an I-9 form, patent and oath and receives an employee identification number.
4. Following the on-boarding, UCSF shall arrange for a space for the Union to meet with the new bargaining unit member for a maximum of thirty (30) minutes. However, the new bargaining unit member does not have to meet with the union if the employee does not want to do so as the meeting with the union is voluntary.
5. The Union's availability will not be taken into consideration when the on-boarding meeting is scheduled.
6. Should the Union fail to arrive at the designated location at the designated time, no make-up meeting shall be scheduled nor shall the new bargaining unit employee wait past ten (10) minutes into the scheduled time period.

7. This Side Letter constitutes the parties full agreement regarding adherence to the mandate in Assembly Bill 119. Any changes or further agreements shall be discussed during successor bargaining.

FOR THE UNIVERSITY



Nadine Baron Fishel

11 December 17

Date

FOR THE UNION



Mia McIver

13 December 2017

Date

SIDE LETTER AGREEMENT

A. GENERAL PROVISIONS

1. This Side Letter Agreement shall remain in effect on a temporary basis and shall apply to all terms in which instruction is affected by COVID-19, except where duly noted herein. Under no circumstance shall this Side Letter Agreement apply beyond June 30, 2021.
2. Except where otherwise noted, this Side Letter Agreement applies to the IX bargaining unit, including The Preuss School at UCSD, the Geffen Academy at UCLA, and the UCLA Lab School.
3. All provisions of the collective bargaining agreement and associated side letters that are in effect during the status quo period shall continue to apply during the duration of this Side Letter Agreement, subject to being supplemented by the provisions below or altered via a ratified full Successor Agreement or associated side letters reached in successor bargaining.
4. The University shall take the COVID-19 context into consideration when making decisions about subsequent appointments.
5. Where the collective bargaining agreement and associated side letters/memoranda limit grievances to procedural violations, those limits will be extended to this Side Letter Agreement. Within thirty (30) days of the expiration of this Side Letter, the parties will meet with the intent of resolving outstanding grievances and ULPs, if any, related to the conversion to remote instruction.

B. TRAINING AND INSTRUCTIONAL SUPPORT

1. In order to support the continuity of the delivery of instruction, the University will consider requests from Unit 18 Faculty for training, equipment, and support resources.
2. In addition to campus-specific initiatives available to Unit 18 Faculty, departments, programs or units may provide additional instructional resources to Unit 18 Faculty during the remote learning environment on a case-by-case basis. The department, program or unit shall make the decision based on the Unit 18 faculty member's demonstrated need and budgetary considerations, in accordance with University of California Policy BFB-BUS-43 Purchases of Goods and Services: Supply Chain Management (available at <https://policy.ucop.edu/doc/3220485/BFB-BUS-43>).
3. The University shall not unreasonably deny appropriate instructional resources to Unit 18 Faculty.

C. INSTRUCTION IN THE REMOTE LEARNING ENVIRONMENT

1. Unit 18 Faculty may need to exercise flexibility as they develop syllabi, assessments, and other instructional materials or processes for remote instruction. In accordance with the applicable campus, department, program, and unit procedures, this flexibility may include, but is not

limited to, obtaining and practicing with remote learning tools, dedicating instructional time to orienting students to technology, reorganizing syllabi, changing and/or rebalancing some course activities.

2. While section C. 1. above applies to K-12 teachers, proposed significant alterations to syllabi, assessments, instructional materials or processes for remote instruction must be communicated to school leadership including department chairs, principals or designees.
3. Consistent with Article 9, Professional Concerns, Section D., course materials shall be protected in accordance with the UC Ownership of Course Materials Policy ([https://policy.ucop.edu/doc/2100004/Course Materials](https://policy.ucop.edu/doc/2100004/Course%20Materials)).
Third party vendors shall not have any ownership of course materials in a learning management system (LMS). Tools and technology used during the remote learning period are not considered exceptional university resources as defined in the policy.

D. PAID MEDICAL LEAVE

1. With the exception of The Preuss School, during the fall 2020 term, the following special Paid Medical Leave provisions shall apply to Academic Year Unit 18 Faculty:

Criteria

- a. Unit 18 Faculty who have a full-time appointment for at least a full academic year (three quarters or two semesters) who are unable to work for reasons of personal illness, injury, or disability shall continue to be granted paid medical leave under the terms of the currently expired collective bargaining agreement. However, they may also use their Paid Medical Leave to care for a family member's COVID-19 illness.
- b. Unit 18 Faculty who have an appointment of 66% up to a 99.9% appointment for a full academic year will be eligible for the Paid Medical Leave described below due to the Unit 18 Faculty's own COVID-19-related illness or that of a family member only.
- c. An appointment average of 66% or greater is determined by a two-year look back period of six quarters/four semesters/twenty-four fiscal year months, not including teaching in summer session. Non-teaching terms are included and considered 0% appointment. The appointment percentage will be determined by the higher appointment percentage between the two years.
- d. If the Unit 18 faculty member has a concurrent appointment, their eligibility for Paid Medical Leave will be determined by evaluating the combined percentages of all of their appointments. However, the amount of Paid Medical Leave available will be prorated based on the Unit 18 appointment only.
- e. A Unit 18 faculty member shall be granted Paid Medical Leave for their own COVID-19 related illness or that of a family member as follows:
 - i. Eligible Unit 18 Faculty with fewer than ten (10) years of employment in the bargaining unit at the same campus who do not accrue sick leave shall be eligible for

a maximum of twenty-two (22) weeks of consecutive or intermittent paid medical leave within a ten-year period.

- ii. Eligible Unit 18 Faculty with ten (10) or more years of employment in the bargaining unit at the same campus who do not accrue sick leave shall be eligible for a maximum of thirty-six (36) weeks of consecutive or intermittent paid medical leave within each subsequent 10-year period.
- iii. Any prior usage by a Unit 18 Faculty member of Paid Medical Leave shall count toward the maximum weeks of usage (22/36) and the balance remaining will be available for use.
- f. Approval of Paid Medical Leave on an intermittent or partial reduction in time basis are subject to the outcome of the interactive process pursuant to Article 20 Reasonable Accommodation.
- g. For appointments less than 100%, the paid leave will be proportional to the Unit 18 Faculty 's appointment percentage at the time of the Paid Medical Leave.
- h. The University will not grant Paid Medical Leave beyond the end date of a Unit 18 Faculty 's term appointment except in cases of reappointment.
- i. Paid Medical Leave does not accrue.
- j. A Paid Medical Leave runs concurrently with FML if the leave is taken for any of the FML-qualifying reasons.

E. MENTORING MEETINGS

1. At the request of the Unit 18 faculty, the University shall defer all mentoring meetings referenced in Article 31 – Mentoring unless the Unit 18 faculty member has a one-quarter or one-semester appointment.
2. All deferred mentoring meetings that would have occurred during remote terms shall occur no later than the end of the 2021-2022 academic year.

F. VISAS AND IMMIGRATION

The University will continue its current practices of visa sponsorship throughout the COVID-19 mandate, in compliance with federal and state law.

G. MERITS AND EXCELLENCE REVIEWS

1. Reviews scheduled for academic year 2020-2021 shall continue during the terms of this Side Letter Agreement, unless the Unit 18 faculty member has deferred their review per the provisions in the Article 22 – Merit Review Process.
2. Excellence Reviews are only deferrable under the following circumstances:

- a. Only Unit 18 Faculty who will reach the 18th AY quarter/12th AY semester/24th FY quarter during academic years 2020-2021 or 2021-2022 may request a one-time deferral for a full calendar year, as long as the final decision has not been issued.
 - b. In no event shall a pre-six appointee achieve more than 21 AY quarters/14 AY semesters/28 FY quarters prior to the conclusion of the Excellence Review.
 - c. There shall be no retroactive pay increases associated with successful conclusion of a deferred Excellence Review.
 - d. Deferrals for active files must be requested no later than 30 days after the date this side letter is signed and prior to issuance of a final decision.
3. The use of student evaluations during Spring 2020 is memorialized in an attached agreement, Addendum A – Use of Student Evaluations.

H. NOTIFICATION OF IN-PERSON COURSES – Higher Education only

- 1. The University shall provide the Union with a list of courses which will be taught in-person by Unit 18 Faculty no later than fifteen (15) calendar days prior to the start of instruction for the term.
- 2. If the determinations about additional courses to be taught in-person are made after the above notices have been provided, the University shall notify the Union within five (5) business days.

I. NEW EMPLOYEE ORIENTATIONS

All new employee orientations shall be conducted remotely and synchronously, including the union's portion of the orientation.

J. HEALTH AND SAFETY

- 1. The University shall follow COVID-19 health and safety protocols and guidelines, consistent with local/county and state public health agencies. These protocols may include but are not limited to sanitation procedures, testing, notification of positive cases and contact tracing.
- 2. Because each campus is under the jurisdiction of different county public health agencies, the parties agree the campuses may have differing COVID-19 compliance, mitigation policies, and return to campus plans. Each campus shall follow their COVID-19 compliance, mitigation policies, and return to campus plans.
- 3. Unit 18 Faculty present on campus shall follow all required campus health and safety protocols.
- 4. If other students, faculty, or staff fail to follow campus health and safety protocols, Unit 18 faculty shall not be disciplined or non-reappointed for taking reasonable steps to protect their

health, in accordance with local campus procedures. For K-12 teachers, at no point should students be left unattended. The K-12 school will provide guidelines for K-12 teachers for situations where a student refuses to follow protocols.

5. No later than five (5) business days prior to the first day of classes, each campus shall notify the Union and all Unit 18 Faculty who are teaching in person of how to obtain University-provided face coverings and/or additional supplies.
6. Unit 18 Faculty assigned to teach in person who seek to teach remotely instead must notify their chair, chair's designee, principal, or equivalent that they require a workplace adjustment, or reasonable accommodation in accordance with Article 20 – Reasonable Accommodation.
7. Unit 18 Faculty health information is covered under HIPAA and not shared outside the University.
8. Vaccinations
 - a. The University may require a flu vaccine for Unit 18 faculty who need to access a University facility.
 - b. Unit 18 Faculty who request exemptions for medical, or religious reasons, or other accommodation due to a disability, must provide appropriate written documentation.
 - c. Flu vaccines are available to Unit 18 faculty through their University-sponsored healthcare provider at no cost.
 - d. For Unit 18 faculty who are not eligible for University-sponsored healthcare, flu vaccines may be available at some campus locations. The University shall provide a list of campus locations where flu vaccines are available. However, there may be an associated cost.
 - e. The University is not requiring a COVID vaccine as a condition of employment.

K. CHILD CARE

1. Academic Year Appointees

Effective July 1, 2020 through December 31, 2020, eligible academic year Unit 18 Faculty who do not accrue sick leave, may use their Paid Medical Leave for childcare related reasons. Paid Medical Leave is permitted up to one course reduction for childcare related reasons, which equates to four (4) weeks of a Unit 18 Faculty's total Paid Medical Leave entitlement for quarter campuses and six (6) weeks for semester campuses. Paid Medical Leaves for child care purposes that begin after the quarter/semester has already begun will be calculated in proportion to the length of the remaining term. Unit 18 Faculty must be unable to work or telework because their child(ren) is/are not able to physically attend their school or place of care due to COVID-19 precautions.

If the Unit 18 Faculty teaches more than one course and needs to take the entire quarter/semester off because of childcare needs, this temporary modification does not affect eligibility for Emergency Paid Sick Leave (EPSL) or Emergency Family and Medical Leave (EFML) granted under the Families First Coronavirus Relief Act (FFCRA), or Expanded Paid Administrative Leave (EPAL) provided by University policy. EPSL, EFML, and EPAL may be taken before or after any Paid Medical Leave is used or exhausted.

The eligibility criteria is described in this Side Letter Agreement in Section D – Paid Medical Leave.

2. Fiscal Year Appointees and The Preuss School bargaining unit members

Effective July 1, 2020 through Dec. 31, 2020, Unit 18 Faculty who accrue sick leave may use accrued sick leave, if any, if they are unable to work or telework because their child(ren) is/are not able to physically attend their school or place of care due to COVID-19 precautions. This temporary modification does not affect eligibility for Emergency Paid Sick Leave (EPSL) or Emergency Family and Medical Leave (EFML) granted under the Families First Coronavirus Relief Act (FFCRA), or Expanded Paid Administrative Leave (EPAL) provided by University policy. EPSL, EFML, and EPAL may be taken before or after any accrued sick leave is used or exhausted.

L. K-12 SPECIAL PROVISIONS

1. Definitions

- a. “Distance Learning” means instruction in which the student and instructor are in different locations.
- b. “Synchronous Instruction” means instructors are delivering instruction directly to students over a technological format in real-time, which could include but are not limited to video instruction, teacher guided peer-to-peer learning, and/or whole or small-group instruction.
- c. “Asynchronous instruction” means learning conducted by the student on their own time or schedule, independently, which could include but are not limited to self-guided instructional modules, pre-recorded lessons and other communication not in real time.
- d. “K-12 teachers” refers to educators in multiple title codes in the Unit 18 Faculty bargaining unit including pre-K at UCLA Lab School. Additionally, references to Unit 18 Faculty throughout this Side Letter Agreement include K-12 teachers, unless specifically excluded.

2. School Days

While K-12 teachers are exempt salaried employees, during the 2020-21 school year, the expected school day may vary from the pre-pandemic in-person schedule.

- a. **Lab School:** student hours are from 8:30 a.m. to 2:00 p.m. and from 8:30 a.m. to 11:45 a.m. for the EC-1. Teachers shall receive two non-contiguous 15 minute breaks (morning/afternoon) and a duty free forty-five (45) minute lunch each day. Meetings shall be held virtually between 8:00 am and 4:45 pm.
- b. **The Preuss School:** 8:55 a.m. – 4:00 p.m. continues as the school day, though the content of student hours may vary. Teachers shall have two 15-minute “passing periods” and a thirty-minute (30) duty-free lunch. “Scholar-Centered Support” shall occur from 3:00 – 4:00 each day and used for activities that include but are not limited to: meetings with individual students, meetings with groups of students, communicating with students, parents, tutors, and mentors.
- c. **Geffen Academy:** student hours are from 9:00 a.m. to 4:00 p.m. Monday – Thursday and 9:00 a.m. – 2:45 p.m. on Friday. If supervising at lunch, teachers will be provided a duty-free thirty (30) minute lunch.

3. Transition to In-Person/Hybrid Instruction

- a. The schools shall provide the teachers three working days without students between the last day of full remote learning and the first day of hybrid or in-person learning, except four days will be provided to Lab School teachers assigned to classrooms outside the Lab School campus. Teachers will provide students independent work assignments. The Lab School may schedule these transition days for February 26, March 1, March 2, and March 3 for teachers assigned to Dodd Hall.
- b. If a teacher must return to remote instruction unexpectedly, the teacher will post an appropriate assignment(s) for the students to complete independently while the teacher transitions to remote instruction. Depending on individual circumstances, up to one day without students will be allowed to transition to remote instruction.

4. Performance Evaluations

Reviewers shall consider the COVID-19 context when evaluating teacher effectiveness.

- a. **The Preuss School:** Evaluations shall follow the Preuss Memorandum processes in Article 10 for observation frequency, lesson plans, observation forms, self-evaluations, and performance improvement plans, except the evaluators shall handle observations over zoom format, where appropriate. For the duration of this Side Letter Agreement and on a one-time non-precedent setting basis, Preuss will issue a progress report to all bargaining unit members. The progress report shall provide feedback with a Pass or No Pass evaluative rating.

- i. Teachers in the first five years of employment who receive progress reports without significant performance deficiencies shall be eligible for appointment and related salary increase during academic year 2021-2022.
 - ii. Teachers who have completed five years of employment who receive progress reports without significant performance deficiencies shall be eligible for appointment and related salary increase during academic years 2021-2022 and 2022-2023.
 - b. **Lab School:** Excellence reviews shall be conducted under the provisions in Section G of this Side Letter Agreement.
5. Where possible, the Lab School will establish remote cohorts such that teachers do not teach in-person and remotely simultaneously.
6. Meetings and Professional Development Time
- a. Schools shall conduct all educator meetings remotely.
 - b. Professional development time for each school shall be conducted remotely.
 - c. If, however, small groups plan to meet in person, they must follow the COVID-19 health and safety protocols.
7. K-12 Health and Safety Protocols for Returning to School
- Each school shall return when state, county, and campus guidelines have been met. At the earliest, Lab School may re-open in person for EC and primary on Friday, March 5 and Geffen may re-open in person for 6th grade on Monday, March 15. Should the University make the decision to return to in-person instruction on the school premises, either using a hybrid model or full return during the life of this Side Letter Agreement, the following provisions shall apply:
- a. Space Allocation:
 - i. Wherever possible, K-12 teachers shall have access to space indoors where they can maintain a physical distance of 6 feet.
 - ii. Where practicable, K-12 teachers shall have staggered lunches on campus to provide minimal interaction in shared spaces.
 - iii. If available, the K-12 teachers shall have access to outdoor spaces.
 - b. Facilities:

- i. Class areas and rooms shall provide six feet of physical distancing among students and teacher(s).
- ii. Appropriate HVAC circulation shall be maintained in accordance with campus environmental health and safety policies.
- iii. For rooms without windows or with windows that do not open, HEPA filter systems shall be used.
- iv. At least one additional HEPA machine will be made available for each school to use in other locations where needed.
- v. HVAC Systems shall be upgraded to the highest rating possible, but no less than MERV 10.
- vi. Bathrooms shall have air dryers disabled, as applicable, and disposable towels and hand sanitizer shall be provided.
- vii. No-touch water bottle refill dispensers shall be used where they exist. No school shall be required to build new dispensers.
- viii. If the school uses off-campus locations (i.e., other facilities at UCLA), it shall provide a security and emergency plan. Bargaining unit members will be trained on the plan.
- ix. Geffen Academy educators who hold parking permits for a particular UCLA parking lot are eligible to park at other approved UCLA parking locations on main campus at no extra cost by submitting a cross-parking permit request to campus

c. Required Masking:

- i. Students, K-12 teachers, and staff shall be required to wear a face covering unless exempted or when eating, napping or engaging in compliant physical recreation. Disposable masks shall be available if needed.
- ii. The school shall provide all bargaining unit members with at least two cloth masks upon initial return to in-person learning.
- iii. K-12 teachers will have face shields available to use, if needed, but they shall not be required to substitute a face shield for a mask.

d. Testing:

- i. All students age five (5) or older, K-12 teachers, and school staff shall be required to test negative no earlier than 10 days prior to returning to school.
- ii. Ongoing asymptomatic testing shall occur at least every week.
- iii. All required testing shall be cost-free.
- iv. Each school may perform periodic no contact temperature checks throughout the school day, including random checks upon student arrival.

e. Cleaning:

- i. Each school shall use disinfectant products approved for use in school settings.
- ii. While teachers may need to clean surfaces and/or equipment after use, they are not expected to perform custodial work. Cleaning supplies shall be provided by the school.
- iii. Each school shall be responsible to clean and disinfect areas where students, K-12 teachers or school staff who have been ill or confirmed COVID-19 positive.
- iv. Each school shall be responsible for full custodial cleaning each night after the school is closed, including using an electrostatic sprayer.

f. Ill Students and Isolation Rooms:

- i. Each school shall designate an isolation room for student(s) when they exhibit COVID-19 symptoms at school. A bathroom will be designated for their use, when needed.
- ii. If student become ill during the school day, the school shall identify a health services team member to care for and handle the student away from the classroom, other students and K-12 teachers.
- iii. There shall be at least one (1) FTE nurse at each school. This does not preclude the school from designating a health services team.
- iv. Each school shall provide alternate location(s), as needed, to remove students after a positive confirmed case in order to ensure full cleaning procedures are completed.

8. In conjunction with the county and the campus, each school has the sole authority to determine whether to dismiss students, K-12 teachers and staff during the school day and/or to return to remote learning, either in a hybrid model or full remote learning environment.

FOR THE UNIVERSITY



Nadine B. Fishel
Associate Director-Labor Relations
Office of the President

March 2, 2021

FOR THE UC-AFT



Mia L. McIver, Ph.D.
President, UC-AFT

March 4, 2021

ADDENDUM A
PERFORMANCE REVIEWS

1. The University and the UC-AFT agree to the following provisions for the use of student evaluations of teaching during the Spring 2020 semester and Spring 2020 quarter, which were affected by COVID-19 campus closures.
2. This addendum agreement is limited to the evaluations obtained during Spring 2020 and their exclusion or inclusion in academic reviews for Unit 18 faculty in higher education.
3. Reviews may include content from the academic terms affected by COVID-19 in accordance with each campus's procedures. Reviewers will consider the COVID-19 context when reviewing merit and excellence cases that cover this time period. Unit 18 Faculty are encouraged to explain the impact of COVID-19 on their instruction and any other assigned duties in the self statement. No Unit 18 Faculty will be denied the opportunity to submit a self-statement.
4. Each campus has issued guidance on the utilization of student evaluations during the pandemic. Links to the guidance in effect as of the date of this addendum is signed shall be provided to the UC-AFT no later than seven (7) calendars days from the date this addendum is signed. The University will notify the Union of any additional proposed changes to the use of student evaluations obtained during terms affected by COVID-19 prior to implementation of the changes.
5. While departments, programs, and units may retain student evaluations for purposes such as monitoring performance and investigating misconduct, any such consideration of student evaluations shall take into account circumstances beyond the instructor's control due to the impact of COVID 19 disruption.
6. Notwithstanding the campus guidance referenced above, on an exceptional basis, for Unit 18 Faculty who taught in Spring 2020, student evaluations shall not be included in a merit review file or an excellence review file, unless requested by the Unit 18 faculty member. Should the Unit 18 Faculty member request that student evaluations (scores and comments) be considered in a review file, all student evaluations for each relevant course will be included. Unit 18 Faculty must request to include Spring 2020 student evaluations within forty-five (45) calendar days of receiving notice of the initiation of their review by their department, program, or unit.

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SANTA BARBARA • SANTA CRUZ

OFFICE OF THE VICE PRESIDENT
HUMAN RESOURCES

OFFICE OF THE PRESIDENT
300 Lakeside Drive, 12th Floor
Oakland, CA 94612-3550

August 24, 2011

Maria Elena Cortez
UC-AFT Executive Director
246 N. Hillcrest Blvd.
Inglewood, CA 90301

RE: Article 1 Recognition – Side Letter – Adjunct and Visiting Professor Report

Dear Maria Elena:

By November 30 of each year the contract is in effect, the University shall provide the following information (by campus) to the Executive Director of the Union. The report will include all employees appointed as of the date the information is generated, which shall be noted on the report.

For employees appointed to the Adjunct and Visiting Professor series:

1. Name;
2. Title;
3. Department/Hiring Unit;
4. Original date of hire at the campus;
5. Current appointment term;
6. Appointment percentage;
7. For employees in the Adjunct Professor series only, the number of courses being taught and;
8. For employees in the Visiting Professor series only, the name of the institution/company from which they are visiting, if any.

The parties acknowledge that the Union may submit information requests for additional information subject to the limitations set forth in HEERA and the California Public Records Act.

Please feel free to contact me at (510) 987-9484 if you have any additional questions.

Sincerely,

Peter M. Chester
Associate Director-Labor Relations

Agreed to on behalf of AFT:

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OFFICE OF THE SENIOR VICE PRESIDENT —
BUSINESS AND FINANCE

OFFICE OF THE PRESIDENT
300 Lakeside Drive
Oakland, California 94612-3550

August 25, 2003

09/15/03
[Handwritten signature]

Sean Brooke
Executive Director
UC-AFT Negotiator
One Kaiser Plaza, Suite 1440
Oakland, CA 94612

Re: APM 015 Faculty Code of Conduct/Academic Responsibility

Dear Sean:

Last month the University finalized certain changes to APM -015, the Faculty Code of Conduct, Part II- Professional Responsibilities, Ethical Principles, and Unacceptable Faculty Conduct-Section A. Teaching and Students. A copy of the relevant portion of APM -015 is attached showing the actual revisions. The revised sections, which appear as a draft, were already transmitted to the AFT earlier this Spring.

These revisions have been developed by the Academic Senate to modify the Faculty Code of Conduct with regard to faculty-student relationships. The final language prohibits a faculty member from entering into a romantic or sexual relationship with any student for whom a faculty member has, or should reasonably expect to have in the future, academic responsibility (instructional, evaluative, or supervisory). The language would also prohibit a faculty member from exercising academic responsibility (instructional, evaluative, or supervisory) for any student with whom a faculty member has a romantic or sexual relationship.

As you know, Article 3 Academic Responsibility, Sections B and C of the Unit 18 MOU are derived in large part from the APM 015 Faculty Code of Conduct. While we believe that the current language in Article 3 extends to the consensual conduct addressed in the new APM language, we are seeking the AFT's express acknowledgement that the current Article 3 Sections B and C prohibit such conduct.

Please sign in the space provided below and return to me at your earliest convenience. I am happy to discuss this matter with you further.

Cordially,

Peter Chester
Manager—Labor Relations

Agreed to on behalf of AFT:

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OFFICE OF THE PROVOST AND SENIOR VICE PRESIDENT –
ACADEMIC AFFAIRS

OFFICE OF THE PRESIDENT
1111 Franklin Street
Oakland, California 94607-5200

August 21, 2003

COUNCIL OF VICE CHANCELLORS

Dear Colleagues:

During the recently concluded Unit 18 negotiations between the University and the UC-AFT, the parties engaged in discussions regarding the University's use of Adjunct and Visiting Professor appointments. I write to affirm the University policy definitions for such titles set forth in the Academic Personnel Manual.

APM - 280-4, Adjunct Professor Series, provides: Titles in this series may be assigned (1) to individuals who are predominately engaged in research or other creative work and who participate in teaching, or (2) to individuals who contribute primarily to teaching and have limited responsibility for research or other creative work, so long as these individuals are professional practitioners of appropriate distinction. Appointees with titles in this series also engage in University and public service consistent with their assignments.

APM - 230-4, Visiting Appointments, provides: The Visiting prefix is used to designate one who is appointed temporarily to perform the duties of the title to which the prefix is attached; and either has held, is on leave from, or is retired from a professorial or research position at another educational institution, or, alternatively, whose research, creative activities or professional achievement makes a Visiting appointment appropriate.

APM - 220-4, Professor Series, provides: The professorial series is used for appointees who are members of the faculty of an academic or professional college or school of the University who have instructional as well as research, University, and public service responsibilities.

Similar to the expectations placed on Academic Senate faculty, Adjunct and Visiting Professor appointees are expected to perform teaching, research and service that extend beyond class-related advising. As such, their annual teaching loads should not be the same as Lecturers in the same department. Adjunct and Visiting Professor appointments should not be used for those performing Lecturer duties.

If you have any questions, please call me or Director Myron Okada.

Sincerely,

Ellen S. Switkes
Assistant Vice President
Academic Advancement

cc: Chancellors
Acting Provost Zelmanowitz
Associate Vice President Boyette
• Executive Director Cieszkiewicz
Director Okada

Sideletter on NSF Workload Maximum in Writing Programs and Foreign Languages

The University and the UC-AFT agree to the following provisions for the workload maximum for full-time NSF in the writing programs and foreign languages:

It is not the intention of the University to use the language in Article 24 Instructional Workload, Section A.1, to support a practice of hiring lecturers at eight-ninths time when they would be more appropriately hired as full-time lecturers.

Further, it is the intention of the University of California to reduce the full-time workload assignments for writing courses, classes, and sections at UCSD to a maximum of eight. This would include "class-like" courses and "section-like" classes.

Agreed to by the University of California:

Seanna Sudley

Date: August 17, 2007

Agreed to by UC-AFT:

P. H. Kaur

Date: 17 AUGUST 2007

SIDE LETTER

A. Solely for the purpose of determining continuing membership in the 1976 Tier of the UCRP versus prospective membership in the 2013 Tier following a period off pay status for four or more consecutive months, an NSF in the IX bargaining unit with Continuing Appointment status will remain in the 1976 Tier of the UCRP upon return to pay status provided he or she satisfies all of the conditions set forth below. The definition of an NSF, for purposes of this Side Letter, is consistent with the definition contained in Article 1 – Recognition, which provides that the term “NSF” applies to instructional faculty and non-faculty employees in the IX bargaining unit.

- 1) The NSF achieves Continuing Appointment status effective no later than October 31, 2013;
- 2) During Fiscal Year 2012-2013, the NSF accrued UCRP service credit as an active member in the 1976 Tier, or was a UCRP member on an approved leave without pay;
- 3) On or after July 1, 2013, the NSF is off pay status for four months or more due to the nature of his or her appointment, but (i) returns to pay status in a UCRP-eligible position in his or her Continuing Appointment, within one year and one day following his or her last day on pay status in his or her prior Continuing Appointment or approved leave without pay (and resumes his or her Continuing Appointment as scheduled), or (ii) returns to pay status in his/her Continuing Appointment, and accumulates 750 hours of service in a rolling 12-month period within one year and one day following his or her last day on pay status in his or her prior Continuing Appointment or approved leave without pay (and resumes his or her Continuing Appointment as scheduled), thereby remaining UCRP-eligible; and
- 4) Within the one year and one day grace period prior to returning to pay status, the NSF has not failed to resume his or her assignment in his or her Continuing Appointment that, if accepted, would have resulted in the receipt of pay during the grace period. This provision, however, will not apply to an NSF who refuses an augmentation to his or her base appointment.

Failure to meet each of the requirements set forth above will result in the NSF becoming a multi-tier member.

- B. Following a break-in-service of four months or more, it is incumbent upon the NSF who believes that he or she is covered by the terms of this Side Letter to self-identify by contacting the Labor Relations office at his or her campus. NSF will be responsible for reimbursing the UCRP where inadequate contributions were made to the plan, which may also include interest payments.

- C. The University shall provide the UC-AFT with a list of NSFs with Continuing Appointments with multi-tier coverage in both the 1976 and 2013 tier in June of each calendar year.
- D. The University and the UC-AFT shall issue a joint communication to employees who may be potentially impacted by the terms of this Side Letter by February 2014.

Side Letter
Changes to UC Retiree Health Eligibility Rules

Consistent with UC Policy, the following shall occur:

UC shall eliminate the grandfathering Rule of 50.

To be eligible for retiree health benefits, employees must meet the University's criteria at the time of retirement, which currently are:

- Choose to receive a monthly retirement benefit
- Be enrolled in or eligible to enroll in UC employee benefits on the day they retire
- Continue coverage at the time they retire
- Have a retirement date that is within 120 calendar days of the date they end UC employment
- Continue coverage until the date retirement income begins

In addition, the University currently has three sets of eligibility rules for retiree health benefits, depending on their date of membership in UCRP or their rehire date if they have a break in service of 120 calendar days or more.

ELIGIBILITY RULES FOR NSF HIRED PRIOR TO JANUARY 1, 1990 (Group 1)

NSF receive 100 percent of UC's contribution toward the medical and/or dental monthly premiums if they retire:

- Before age 55 and have at least 10 years of UCRP service credit
- At age 55 or later and have at least five years of UCRP service credit

ELIGIBILITY RULES FOR NSF HIRED OR REHIRED FROM JANUARY 1, 1990 to JUNE 30, 2013 (Group 2)

Employees are eligible for retiree health and the UC contribution toward medical and/or dental plan monthly premiums based on the following formula:

Years of UCRP Service Credit	Percentage of UC Contribution
5-9	If age plus years of service is at least 75 then 50%; otherwise not eligible
10	50%
11-20	Increases from 50% by 5% per year to 100% at 20 years

ELIGIBILITY RULES FOR NSF HIRED OR REHIRED ON OR AFTER JULY 1, 2013 (Group 3)

To encourage longer service, UC adopted a new graduated eligibility formula to determine how much it pays toward retiree health insurance premiums.

The formula is based on both the employee's years of service and age (in whole years) at retirement. UC's contribution to health care premiums increases significantly for employees who retire closer to the age at which they are eligible for Medicare.

The new formula also aligns more closely with the provisions of the 2013 Tier of the UC Retirement Plan, for which employees hired on or after July 1, 2013 are eligible.

The new rules affect UC employees hired or rehired on or after July 1, 2013.

The chart below shows the graduated eligibility formula in more detail. The percentages shown below reflect the University's contribution towards retiree health insurance premiums. For example, an employee who retires at age 65 with 20+ years of service would receive 100% of the University's total contribution, not 100% of their premium.

Graduated Eligibility Formula												
For employees hired on or after July 1, 2013												
Years of UCRP Service Credit at Retirement		50-55*	56	57	58	59	60	61	62	63	64	65
	10	0%	5.0%	10.0%	15.0%	20.0%	25.0%	30.0%	35.0%	40.0%	45.0%	50.0%
	11	0%	5.5%	11.0%	16.5%	22.0%	27.5%	33.0%	38.5%	44.0%	49.5%	55.0%
	12	0%	6.0%	12.0%	18.0%	24.0%	30.0%	36.0%	42.0%	48.0%	54.0%	60.0%
	13	0%	6.5%	13.0%	19.5%	26.0%	32.5%	39.0%	45.5%	52.0%	58.5%	65.0%
	14	0%	7.0%	14.0%	21.0%	28.0%	35.0%	42.0%	49.0%	56.0%	63.0%	70.0%
	15	0%	7.5%	15.0%	22.5%	30.0%	37.5%	45.0%	52.5%	60.0%	67.5%	75.0%
	16	0%	8.0%	16.0%	24.0%	32.0%	40.0%	48.0%	56.0%	64.0%	72.0%	80.0%
	17	0%	8.5%	17.0%	25.5%	34.0%	42.5%	51.0%	59.5%	68.0%	76.5%	85.0%
	18	0%	9.0%	18.0%	27.0%	36.0%	45.0%	54.0%	63.0%	72.0%	81.0%	90.0%
	19	0%	9.5%	19.0%	28.5%	38.0%	47.5%	57.0%	66.5%	76.0%	85.5%	95.0%
	20+	0%	10.0%	20.0%	30.0%	40.0%	50.0%	60.0%	70.0%	80.0%	90.0%	100.0%

* Those who retire between ages 50 and 55 are eligible to enroll in UC-sponsored health insurance for retirees but will not receive a UC contribution.

SIDE LETTER

University of California and the UC-AFT

2016 UCRP Tier

1. The 2016 Retirement Options Task Force has made recommendations to the President regarding retirement plan options that are scheduled to become effective on July 1, 2016.
2. The scope of the task force included:
 - a. A cap on pension-eligible pay for future employees under a new 2016 tier of UC's defined benefit plan (i.e., UCRP) that must mirror the cap on pension-eligible pay for state employees under the California Public Employees' Pension Reform Act of 2013 (PEPRA), and,
 - b. Possible Defined Contribution plans either in combination with or as an alternative to the 2016 UCRP tier.
3. In the event these changes are adopted by the Regents, said changes will apply to the IX unit in the same manner as they apply to eligible faculty, including Senate Faculty, at the University.
4. If the 2016 options include changes other than a cap on UCRP's pension- eligible pay for new employees, or implementation of supplemental and alternative defined contribution plans, the University will meet and confer regarding these changes.

FOR THE UNIVERSITY

 5 Feb 16

Nadine B. Fishel Date
UCOP Chief Negotiator

FOR THE UNION

 5 Feb 2016

Benjamin Harder Date
UC-AFT Chief Negotiator

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.

TRANSITION PLAN – Pre-Six Appointees

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. 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.

HEALTH SCIENCES EXCLUSION

SIDE LETTER

1. Health Sciences Exclusion from Article 5—Description of Unit Titles

In a Health Sciences department or unit in which no Unit 18 NSF are currently employed, the UC-AFT shall pursue all allegations of misclassification, including those pertaining to Adjunct Professor or Visiting Appointment titles, solely through PERB. Such allegations shall not be eligible for the grievance procedure and arbitration.

2. Health Sciences Modification of Article 5—Description of Unit Titles

In a Health Sciences department or unit in which Unit 18 NSF perform service, the UC-AFT shall pursue all allegations of misclassification, including those pertaining to Adjunct Professor or Visiting Appointment titles, first through PERB.

If PERB declines to exercise jurisdiction (or issues a final ruling in which they determine they have no jurisdiction), the UC-AFT may pursue the claim through contractual grievance and arbitration provisions provided that the Unfair Practice Charge originally filed with PERB would have satisfied the time limits for a grievance filed pursuant to the Grievance Article.


3. Health Sciences Reporting Exclusion

Additionally, the Health Science Professional Schools and Programs shall be excluded from the Annual Visiting Appointments and Adjunct Professors November Report.

FOR THE UNIVERSITY


Nadine B. Fishel Date
Chief Negotiator 2/5/16
UCOP – Labor Relations

FOR THE UNION


Benjamin Harder Date
Chief Negotiator 5 Feb 2016
UC-AFT

SIDE LETTER AGREEMENT

Pre-Six Senior Lecturers

1. As of the date of ratification, the University agrees to cease appointing additional NSF in title codes 1640, 1642, 1644, and 1646.
2. The University shall honor the legacy provision to keep the incumbents in above title codes until they vacate their positions either by advancing to continuing appointments or separating from University employment.
3. A list of the incumbents referenced above is attached to this Side Letter Agreement.
4. When the title codes no longer have incumbents in them, they shall be retired and not used.

FOR THE UNIVERSITY



Nadine B. Fishel
Office of the President

FOR THE UNION

Mia McIver
UC-AFT President

November 17, 2021

Date

Date

Side Letter
Expansion of Paid Sick Leave
Effective January 1, 2025

Effective January 1, 2025, the terms of this Side Letter Agreement modify and should be read in conjunction with Article 12 of the IX Agreement.

Expansion of Paid Sick Leave is addressed separately in Side Letters for each K-12 school.

A. PAID SICK LEAVE BANK FOR ELIGIBLE ACADEMIC-YEAR AND OTHER UNIT 18 FACULTY WHO DO NOT ACCRUE PAID SICK LEAVE

Academic-year Unit 18 faculty members and Unit 18 faculty members in Teachers of Special Programs titles, who do not accrue paid sick leave and who have an appointment of at least thirty (30) calendar days in a calendar year, shall receive a bank of six (6) days of paid sick leave days per calendar year.

1. The bank will be credited and available for use on the next working day following the first month or quadri-weekly pay cycle.
2. A new bank of six (6) days of paid sick leave is subsequently available on January 1 of each following year, provided the Unit 18 faculty member remains eligible for it.
3. The bank of unused paid sick leave days expires on each December 31 or the last date of appointment if the appointment ends before December 31.
4. The paid sick leave bank is distinct and separate from paid medical leave and from accrued paid sick leave for fiscal-year Unit 18 faculty members as described in Article 12 Section D of the IX Agreement and Section B of this Side Letter.
5. The maximum number of days an eligible Unit 18 faculty member can have in a paid sick leave bank at any time is six (6) days. The paid sick leave bank does not accrue and does not carry over.
6. The availability of the paid sick leave bank does not change existing flexibility of Unit 18 faculty schedules. The paid sick leave bank provides paid leave when such flexibility is not possible or if the Unit 18 faculty member wishes to designate paid sick leave as protected.

B. EXPANSION OF PAID SICK LEAVE ACCRUAL FOR ELIGIBLE FISCAL-YEAR UNIT 18 FACULTY

1. Although Article 12, Section D defines eligibility for sick leave and when sick leave is credited, this Side Letter modifies that Section as specified here:
 - a. Unit 18 faculty in Fiscal year appointments on pay status at any appointment percentage are eligible to accrue sick leave credit at a rate of one (1) working day per month for full-time service, proportionate to their appointment percentage, including leaves with pay.
 - b. Eligible fiscal-year Unit 18 Faculty members also accrue sick leave credits for the first three days of a curtailment leave.
 - c. This Side Letter also amends Article 12, Section A.9 so that it no longer applies to sick leave.
2. Accrued paid sick leave is credited and available for use on the next working day following each month or quadri-weekly pay cycle in which it is earned, except that

eligible separating fiscal-year Unit 18 faculty members earn proportionate paid sick leave through their last day on pay status. This Side Letter clarifies Article 12, Section D.2.

3. Unused accrued paid sick leave carries over from one year to the next.

C. EXPANDED USE OF PAID SICK LEAVE BANK AND ACCRUED PAID SICK LEAVE

1. "Paid sick leave" refers to a Unit 18 faculty member's (1) paid sick leave bank, when appointed in a title in which a paid sick leave bank is provided, or (2) accrued paid sick leave, when appointed in a title in which paid sick leave accrues. Eligible Unit 18 faculty members may only use a paid sick leave bank when appointed in a title in which a paid sick leave bank is provided and may only use accrued paid sick leave when appointed in a title in which paid sick leave accrues. Paid sick leave is available for use only during scheduled workdays.
2. Paid sick leave shall be used for the purposes specified in the IX agreement, including in Article 12; and including the Unit 18 faculty member's diagnosis, care, treatment of an existing physical or mental health condition, or preventive care. For use of paid sick leave for a Unit 18 faculty member who is a victim of domestic violence, sexual assault, or stalking, those purposes outlined in Section C.5 below.
3. Paid sick leave can also be used for diagnosis, care, or treatment of an existing physical or mental health condition of, or preventive care for, a Unit 18 faculty member's child regardless of age or dependency status, parent, spouse, domestic partner, sibling, grandparent, grandchild, designated person, or persons residing in the Unit 18 faculty member's household.

For paid sick leave purposes:

- a. "Designated person" is a person identified by the Unit 18 faculty member at the time the Unit 18 faculty member requests paid sick leave. Unit 18 faculty members are limited to one designated person per calendar year.
 - b. In-laws or step relatives in the relationships listed, including relatives of the domestic partner who would be covered if the domestic partner were the Unit 18 faculty member's spouse, are also covered.
 - c. "Child" also includes an adopted or foster child, legal ward, or a child to whom the Unit 18 faculty member stands in place of a parent (in loco parentis).
 - d. "Parent" also includes an adoptive parent, foster parent, or legal guardian of a Unit 18 faculty member or the Unit 18 faculty member's spouse or domestic partner, or a person who stood in place of a parent (in loco parentis) when the Unit 18 faculty member was a minor child.
4. Although Article 12 outlines how Fiscal Year Unit 18 faculty members may use accrued paid sick leave during family and medical leave, this Side Letter amends the agreement so that eligible Unit 18 faculty members may use their paid sick leave bank during family and medical leave under the same terms.
 5. Paid sick leave may be used by an eligible Unit 18 faculty member who is a victim of domestic violence, sexual assault, or stalking in order to:
 - a. obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child;

- b. seek medical attention for injuries caused by crime or abuse;
 - c. obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
 - d. obtain psychological counseling or mental health services related to an experience of crime or abuse; and/or
 - e. participate in safety planning or take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.
6. The University will maintain the confidentiality of health information or information related to domestic violence or sexual assault regarding a Unit 18 faculty member or their family member and will not disclose such information except as required by law.
 7. While receiving injury or illness compensation under the Workers' Compensation Act, an absent Unit 18 faculty member may also use their paid sick leave bank when appointed in a title in which a paid sick leave bank is provided or accrued paid sick leave when appointed in a title in which paid sick leave accrues, to supplement workers' compensation payments provided the total of the paid sick leave pay and workers' compensation benefit does not exceed the Unit 18 faculty member's University of California Retirement Plan (UCRP) covered compensation for the period.
 8. Compensation during use of paid sick leave is provided at a rate commensurate with the percentage of appointment in effect during the Unit 18 faculty member's leave.
 9. Eligible Unit 18 faculty members with term appointments will not be granted paid sick leave beyond the end date of the term appointment except in cases of reappointment.
 10. A Unit 18 faculty member may not use paid sick leave:
 - a. After a date of separation, including retirement or layoff;
 - b. During a temporary layoff or furlough; or
 - c. On an intermittent basis for purposes of eligibility for holiday pay and employer-paid contributions towards benefits. (However, if the Unit 18 faculty member is taking family and medical leave on an intermittent or reduced schedule basis, see the applicable section in Article 12.)

D. PROTECTED PAID SICK LEAVE

1. A Unit 18 faculty member's paid sick leave bank, if appointed in a title in which a paid sick leave bank is provided, is automatically protected paid sick leave if the Unit 18 faculty member uses the days for any of the purposes specified below and complies with the notice requirements provided in this Side Letter.
2. A Unit 18 faculty member appointed in a title in which paid sick leave accrues may designate up to six (6) days per calendar year of accrued paid sick leave as protected paid sick leave if the Unit 18 faculty member uses the days for any of the purposes specified below and complies with the notice requirements provided in this Side Letter.

3. Unit 18 faculty members may use protected paid sick leave for the diagnosis, care, or treatment of an existing physical or mental health condition of, or preventive care for, the Unit 18 faculty member or the Unit 18 faculty's family member or for those reasons specified in C.5. of this Side Letter for a Unit 18 faculty member who is a victim of domestic violence, sexual assault, or stalking. Other paid sick leave usage is covered by the other requirements in this Side Letter and the IX Agreement. The following definitions apply to protected paid sick leave:
 - a. "Family member" means a Unit 18 faculty member's child, parent, spouse, domestic partner, sibling, grandparent, grandchild, or designated person.
 - b. Regardless of age or dependency status, "child" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the Unit 18 faculty member stands in place of a parent (in loco parentis).
 - c. "Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of the Unit 18 faculty member or the Unit 18 faculty member's spouse or domestic partner, or a person who stood in place of a parent (in loco parentis) when the Unit 18 faculty member was a minor child.
 - d. "Designated person" is a person identified by the Unit 18 faculty member at the time the Unit 18 faculty member requests paid sick leave. Unit 18 faculty members are limited to one designated person per calendar year for paid sick leave purposes.
4. Protected paid sick leave includes and runs concurrently with kin care, which is not a separate leave entitlement. California's kin care law authorizes employees to use up to one-half of the sick leave they receive annually for the purposes for which employees may use protected paid sick leave (e.g., this would be six (6) days for a fiscal year Unit 18 faculty member who accrues twelve (12) days of paid sick leave a year).
5. The University prohibits any form of retaliation or discrimination against a Unit 18 faculty member for using or attempting to use protected paid sick leave; for making a complaint or alleging a violation of the protected paid sick leave provisions in this Side Letter; for cooperating in an investigation regarding the same; or for opposing any policy, practice, or act that is prohibited by the protected paid sick leave provisions of this Side Letter.

E. NOTICE REQUIREMENTS FOR PAID SICK LEAVE USAGE

1. If the need to take paid sick leave is foreseeable, a Unit 18 faculty member must provide reasonable advance notification to their supervisor, department chair, or equivalent academic unit head, and whether it is designated as protected either orally or in writing, including the expected length of the leave, and in accordance with any local procedures. If the need is unforeseeable, such notice of the need to use paid sick leave to their supervisor, department chair, or equivalent academic unit head and whether it is designated as protected shall be provided as soon as practicable, and in accordance with any local procedures.
2. When appropriate, a Unit 18 faculty member may be required to provide documentation supporting the need for paid sick leave. This amends Article 12, Section D.3.b.2, which references satisfactory proof of illness or disability.
3. The University will record used by exempt Unit 18 faculty members in full-day increments or in increments not less than that portion of the day during which a Unit 18 faculty member on less than full-time pay status is normally scheduled to work.

The foregoing does not apply when a Unit 18 faculty member is taking family and medical leave on an intermittent or reduced schedule basis. When a Unit 18 faculty member uses paid sick leave during a family and medical leave, the Unit 18 faculty member's paid sick leave balance will only be deducted for the actual amount of time taken as family and medical leave. A Unit 18 faculty member who is eligible for paid sick leave but elects to take family and medical leave as unpaid leave shall not be paid for any hours or partial hours taken as family and medical leave.

G. AVAILABILITY OF PAID SICK LEAVE UPON CHANGE IN POSITION

1. Any unused accrued paid sick leave will remain available when an eligible Unit 18 faculty member changes positions from a position in which paid sick leave accrues to another position within the University in which paid sick leave accrues.
2. If a Unit 18 faculty member changes positions from a position in which paid sick leave accrues to another position within the University in which paid sick leave does not accrue, any unused accrued paid sick leave will no longer be available but a record of that accrued paid sick leave will be maintained by the University so that the accrued paid sick leave may be reinstated: 1) if the Unit 18 faculty member later changes to a position in which paid sick leave accrues; or 2) for conversion to UCRP service credit if the Unit 18 faculty member retires, in accordance with UCRP provisions.
3. Any unused available paid sick leave from a paid sick leave bank will remain available when an eligible Unit 18 faculty member changes positions in the same calendar year from a position in which a paid sick leave bank is provided to another position within the University in which a paid sick leave bank is provided.
4. If an eligible Unit 18 faculty member changes from a position in which a paid sick leave bank is provided to another position within the University in which a paid sick leave bank is not provided, the sick leave from the paid sick leave bank will no longer be available but a record of that sick leave will be maintained by the University so that the paid sick leave bank may be reinstated: 1) if the Unit 18 faculty member later changes in the same calendar year to another position in which a paid sick leave bank is provided; or 2) for conversion to UCRP service credit if the Unit 18 faculty member retires within that same calendar year, in accordance with UCRP provisions and before the paid sick leave bank expires on December 31.


F. REINSTATEMENT OF PAID SICK LEAVE

1. A Unit 18 faculty member who separates from the University shall not be paid for any unused paid sick leave at the time of separation.
2. A Unit 18 faculty member who separates from the University and is rehired into a position eligible for sick leave within one (1) year from the date of separation shall have all unused accrued paid sick leave from prior service reinstated and available for use, unless the leave balance was previously converted to UCRP service credit upon retirement. If the separation lasted for more than one (1) year, unused accrued paid sick leave shall not be reinstated.
3. A Unit 18 faculty member who is reemployed in the same calendar year in which they previously received a paid sick leave bank, shall have unused days from their previous paid sick leave bank reinstated unless the leave balance was previously converted to UCRP service credit upon retirement.

For the University:

Daniel Menezes Date 2-13-25
Daniel Menezes
Associate Director
UC Systemwide Labor Relations

For the Union:

 Date: 2-12-25
John Branstetter
Vice President for Unit 18
UC – AFT

GEFFEN ACADEMY EDUCATORS MEMORANDUM

A. AGREEMENT APPLICATION

Unless otherwise specified in this Memorandum, all provisions of the Non-Senate Faculty (IX) Collective Bargaining Agreement (hereinafter “Unit 18 Agreement”) shall apply to Geffen Academy Educators (hereinafter “GA Educators”).

B. DEFINITIONS in the AGREEMENT

1. References to “Unit 18 Faculty” in the Unit 18 Agreement shall apply to the Geffen Academy Educators.
2. References to “Campus” shall be “UCLA.”
3. References to “Department” shall be “Geffen Academy at UCLA.”
4. “Continuous service” refers to full academic years (two semesters) without a break in service.
5. “Intermittent service” refers to at least one full semester in an academic year.

C. MODIFICATIONS and PRE-EMPTIONS

The following articles in the Unit 18 Agreement shall be modified and apply only to Geffen Academy. The modifications below replace the language in the respective articles in their entirety unless otherwise specified and are codified in this Memorandum.

Article 1 – Recognition

The parties agree the bargaining unit includes the following titles:

Title Code	Name	Working Titles
2430	Geffen K-12 Instructor - AY	Geffen Educator – Pre-Six
2431	Geffen K-12 Instructor – AY - CONT	Geffen Educator–Continuing
2432	Geffen K-12 Instructor – AY - 1/10	Geffen Educator – Pre-Six
2433	Geffen K-12 Instr - AY – 1/10 - CONT	Geffen Educator–Continuing
2434	Geffen K-12 Instr Summer Prog	Summer Program Educator

Article 2 – Academic Protections

Geffen Academy shall detail and enact a policy on academic responsibility and protections in the Educator Handbook during the life of this contract.

Article 5 – Description of Unit Titles

- A. Geffen K-12 Instructors (TC 2430, 2431, 2432, 2433 - Geffen Educator) are educators at Geffen Academy at UCLA who design, conduct, and support a comprehensive education program for K-12 students.
- B. Summer Program Educators (TC 2434) support Geffen Academy's summer enrichment program(s), which include academic, athletic, and artistic growth and other endeavors.

Article 6 – Academic Year Appointments

- A. All GA Educators shall be academic year appointees. For the continuity of benefits and retirement credit, GA Educators with an academic year appointment shall be paid 10/12; however, when appointed for less than a full academic year, Educators shall be paid monthly (1/10).

- B. 10/12 Academic Year Appointment

Academic year appointments shall be 10/12. The service period for a GA Educator academic year appointment shall be determined by the academic calendar, and include all relevant curriculum planning, professional development, pupil-free and instructional days for the academic year. The pay period for GA Educator academic year appointments shall be from July 1st through June 30th. GA Educator appointees shall not be eligible for benefits prior to their enrollment in benefits programs for which they are eligible and will not contribute for months of ineligibility.

- C. 1/10 Payment Academic Year Appointment

When a GA Educator receives an appointment for less than an academic year, including an appointment beginning after the first day of the Geffen Academy fall term, the University shall appoint the GA Educator to a term-based appointment with a 1/10 payment title. The pay period shall be monthly based on when the appointment began. GA Educators shall not be eligible for benefits prior to their enrollment in benefits programs for which they are eligible and will not contribute for months of ineligibility.

- D. In order to transition to academic year appointments, GA Educators shall be converted in accordance with Appendix C - Transition Plan.

Article 7A – Pre-Six Appointments

A. General Provisions

1. This article applies only to pre-six appointments. A pre-six appointment is the appointment of a GA Educator during the first six years of employment. For purposes of this Memorandum, “first six years of employment” means the first twelve (12) academic year semesters at the Geffen Academy.
2. An “initial appointment” means the first appointment of a GA Educator at Geffen Academy.
3. A “reappointment” means the subsequent appointment(s) following an initial appointment of a currently or previously appointed GA Educator at Geffen Academy.
4. Performance Criteria for Pre-Six Reappointment
 - a. A GA Educator shall be reappointed provided they receive a “Meets Expectations” rating or higher.
 - b. A GA Educator who receives a “Partially Meets Expectation” may be reappointed at the sole discretion of Geffen Academy. If reappointed, the GA Educator shall be offered a Performance Improvement Plan for one year (March - February).
5. Except as otherwise provided for in this Memorandum, Geffen Academy has the sole discretion to determine which GA Educators shall be appointed or reappointed and the qualifications for said appointment or reappointment. Geffen Academy shall have no obligation to automatically reappoint a GA Educator following the expiration of an appointment.
6. Except as otherwise provided for in this Memorandum, Geffen Academy has the sole discretion to make appointment decisions and determinations regarding the regularly scheduled time and location of a course, who teaches a course, the duration of an appointment, the assignments of a GA Educator, and the assessment of performance. Such decisions are not subject to the grievance or arbitration provisions of this Memorandum and the Unit 18 Agreement, except to the extent they reflect or result from actions from the University and/or Geffen Academy actions that are, themselves, grievable and arbitrable.
7. Geffen Academy will consult with the GA Educator before making course assignments, but ultimately, in accordance with paragraph 6 above, Geffen Academy has the final non-grievable decision making authority.
8. When practicable, Geffen Academy shall electronically post GA Educator job opportunities at: <https://recruit.apo.ucla.edu/>
9. Each GA Educator is expected to perform their duties in accordance with the provisions of Article 3 – Academic Responsibility.

10. When making reappointment decisions, Geffen Academy will not replace a Geffen Educator who has received a within range salary increase with a lower paid Geffen Educator solely to reduce salary costs.
11. Pre-Six - Length of Appointments – commencing July 1, 2022 for new hires only
 - a. An initial appointment shall cover at least one (1) academic year of either continuous or intermittent service at Geffen Academy.
 - b. Provided performance is at least “Meets Expectations” and the GA Educator taught for at least one (1) full semester during the initial appointment, the first reappointment shall be for two (2) academic years of either continuous or intermittent service at Geffen Academy, except as defined in subsection 13 – Special Considerations below.
 - c. Provided performance is at least “Meets Expectations,” the second and all subsequent reappointments of pre-six GA Educators shall cover a period of three (3) academic years of either continuous or intermittent service at Geffen Academy, except as defined in subsection 13 – Special Considerations below.
 - d. If a GA Educator receives “Partially Meets Expectations,” Geffen Academy has the discretion to issue a single year appointment. Should a GA Educator receive a single year appointment after the “Partially Meets Expectation,” they shall be evaluated the following year. If the GA Educator receives a “Meets Expectations” rating or higher, the GA Educator shall return to the appropriate multi-year appointment as described in subsections a-c above.
 - e. If a pre-six GA Educator has a break in service of two or more full academic years, they will return for a one-year appointment. After the initial one-year appointment, the GA Educator shall return to the appropriate multi-year appointment as described in subsections a-c above.
 - f. 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 (also included in UC-AFT Proposal #13, Article 7A, 13.d.1.b).
12. Supplemental Assignments
 - a. GA Educators 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 GA Educator shall receive written notification of a supplemental assignment(s).

- b. Supplemental assignments offered to GA Educators are temporary assignments, and supplemental assignments that span less than three consecutive academic 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 year, the supplemental percentage will be added to the minimum average academic year appointment percentage for the subsequent year and/or reappointments.
- c. Geffen Academy is encouraged to consider currently appointed part-time GA Educators for supplemental assignments prior to considering external applicants.

13. Special Considerations

- a. When Geffen Academy appoints a GA Educator in the first six years of employment, the parties recognize it does not do so intending that the Educator will or will not achieve a Continuing appointment or Continuing status. The parties 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 GA Educators 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 GA Educators access to Continuing status or Continuing Appointments.
- b. Geffen Academy has the sole discretion to make appointment and reappointment decisions based on academic need. Special considerations including but not limited to the following, may apply:
 - 1) 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;
 - 2) a pedagogical program dependent upon varied perspectives or pedagogy, insofar as the program does not deny consideration to GA Educators on an individual basis and passes through documented regular academic consultative processes; and/or
 - 3) the employment of other academic appointees in order to accomplish Geffen Academy's academic goals as long as any actions taken pass through documented regular academic consultative processes and do not violate the Unit 18 Agreement or this Memorandum.
- c. When a GA Educator is appointed to participate in a program as described in subsection 2 above, Geffen Academy shall notify the GA Educator that the position will not be renewed. However, the University is not precluded from reappointing the GA Educator.

d. Reappointments of Less Than Two or Three Years:

- 1) Geffen Academy may offer a reappointment for a term of less than two or three years when the appointment is for any of the following reasons and the GA Educator will be provided with a written explanation:
 - a) temporary replacement to teach courses that fulfill temporary academic need in lieu of an GA Educator who is on leave, withdraws from instruction, separated, or is otherwise unavailable;
 - b) the appointment or reappointment may not extend beyond the 12th semester.
- 2) Geffen Academy may appoint the GA Educator for the full two-year or three-year period should the circumstances in 1.a-b 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 D below.

14. Consideration for Reappointment

- a. This section only applies to GA Educators who have undergone a Pre-Six Academic Review at Geffen Academy. In the event that Geffen Academy determines that a GA Educator who receives a rating of “Meets Expectations” or “Exceeds Expectations” will not be reappointed at the same or increased appointment percentage as the previous appointment. In this case, Geffen Academy will provide the GA Educator with a written explanation.
- b. All pre-six GA Educators with a current appointment will be considered for reappointment prior to the consideration of external applicants.
- c. The decision not to reappoint a GA Educator shall not be arbitrary or capricious.
- d. 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 GA Educator is qualified, as determined by Geffen Academy);
 - 2) programmatic need or change that results in a lack of work as defined in 14.d.i. above;
 - 3) budgetary considerations (subject to Section A.10) that results in a lack of work as defined in 14.d.i. above;
 - 4) assignment of course(s) to a Pre-Six GA Educator on a time-limited or programmatic basis under subsection A.13 - Special Considerations;

5) Geffen Academy determined at its sole discretion that another current GA Educator is more qualified to teach the course(s) that results in a lack of work as defined in 14.d.i. above.

e. The University is not precluded from offering future work to a GA Educator who received the rating of “Meets Expectations” or above, but not reappointed for a reason in Section 14.d.

15. Appointment Termination

a. If appointments have a definite beginning and ending date, they shall terminate on the last day of the appointment.

b. Appointments may be reduced or terminated prior to the established appointment ending date only in accordance with Article 16 (Medical Separation) or Article 30 (Discipline and Dismissal) of the Unit 18 Agreement or Article 17 (Layoff, Reduction in Time and Reemployment) of this Memorandum.

B. Other Considerations

1. During a two or three-year reappointment, the minimum average academic 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 10/12, the GA Educator will have a 10/12 appointment in all years of the same appointment, and the same minimum average academic year appointment percentage shall be maintained in all years of that appointment.

b. The service period for 10/12 appointments shall be in accordance with Article 6 of this Memorandum.

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

1) A GA Educator may be assigned to teach intermittently during non-continuous service periods within the appointment or reappointment period.

2) The service period for 1/10 appointments shall be in accordance with Article 6 of this Memorandum.

3) During terms that the GA Educator is on pay status, the terms of this Memorandum that apply to the 1/10 academic year appointments continue to apply, including benefits eligibility. If not on pay status, the terms of this Memorandum shall not apply.

2. The duration of an appointment or supplemental assignments made to an existing appointment are at the sole discretion of Geffen Academy, unless otherwise provided for in this Memorandum. Reductions of the existing appointment percentage shall be in

accordance with Article 17 (Layoff, Reduction in Time and Reemployment) of this Memorandum.

C. Letters of Appointment or Reappointment

1. Letters of appointment and reappointment for full academic year appointees shall be issued by March 25th of each year for the academic year to begin in the fall of that calendar year.
2. Letters of appointment for partial-year appointments beginning after the first service day of the academic year shall be issued to appointees no later than thirty (30) calendar days prior to the commencement of the service period, or as soon as practicable thereafter.
3. If a new GA Educator is replacing another GA Educator who has separated from Geffen Academy employment, the letter of appointment for the new Educator shall be issued no later than one (1) working day prior to the start of work.
4. Geffen Academy shall request that GA Educators who accept an appointment or reappointment return a signed copy of their appointment or reappointment letter within fourteen (14) calendar days of its issuance.
5. A GA Educator may request a meeting with their Division Director within five (5) calendar days to discuss any concerns they have about the appointment. This meeting should be completed within nine (9) calendar days of the GA Educator's request, or as soon as practicable thereafter. This meeting does not extend the deadline for submission of an appointment or reappointment letter unless approved in writing by Geffen Academy. Geffen Academy has the sole non-grievable discretion to approve the requested extension.
6. Commencing Academic Year 2022-2023, GA Educators who are not being reappointed for the following academic year shall be notified by Geffen Academy by March 1st.
7. When the University appoints a GA Educator, they shall be informed in writing of:
 - 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 Memorandum;
 - c. the period(s) for which the appointment is effective;
 - d. the percentage of time, if other than full time for the academic year;
 - e. the deadline to accept or decline the position;

- f. The name of the GA Educator's supervisor/chair, if known;
- g. If applicable, the phrase: "You are eligible for University benefits. Please refer to the UC Benefits website:
<http://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html>."
- h. 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 the Unit 18 collective bargaining agreement and the Geffen Academy Memorandum which you may access at:
<https://ucnet.universityofcalifornia.edu/labor/bargaining-units/ix/>
- i. Link to the UC-AFT's website at www.ucaft.org including Welcome Letter.

8. Notice of Projected Teaching Schedule

The University shall provide supplemental written notice no later than fourteen (14) calendar days before the first day of instruction to include:

- a. projected teaching schedule for the upcoming academic year, including the name and grade level of courses;
- b. other assigned responsibilities known at this point;
- c. the IWC value for each responsibility and total IWC value for each term; and
- d. a statement that the assignments may be subject to change after the written notice is provided;

9. Appointment Performance Standards

- a. A GA Educator who achieves a rating of Meets or Exceeds Expectations shall be eligible to be appointed for the following academic year(s) in accordance with the Length of Appointment subsection 11 above.
- b. If a GA Educator receives a Partially Meets Expectations rating, Geffen Academy shall retain the sole, non-grievable discretion to offer a new appointment and whether to issue a performance improvement plan.
- c. A GA Educator who receives Does Not Meet Expectations shall not be eligible for a new appointment.

D. Performance Evaluation (Pre-Six Academic Review)

- 1. GA Educators shall undergo a Performance Evaluation in the last year of each appointment or reappointment.

2. Nothing precludes the University from considering a GA Educator for reappointment who was not required to undergo a Performance Evaluation.
3. The Performance Evaluation process is described in Article 31 – Performance Evaluations.

E. 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 A.10 or A.13.a, above. Allegations that the University made a reappointment decision for a discriminatory reason may only be pursued through Article 4 – Non-Discrimination in Employment.
3. An arbitrator reviewing a grievance under this Article shall have no authority to order the University to appoint or reappoint a GA Educator. 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 GA Educator's performance or qualifications. In those instances where the University's decision or action was based on the GA Educator's performance, the arbitrator shall have jurisdiction to review the GA Educator's academic review/personnel files, if any.

4. Special Enforcement Provisions

The following provisions apply to grievances alleging that the University has violated Section A.10 or A.13.a above. Only the Union, and not individual GA Educators, may submit grievances alleging a violation of Sections A.10 or A.13.a, above.

- a. In any grievance involving Section A.13.a, 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 A.13.a, above.
- b. When the Union alleges a violation of section A.13.a, and Geffen Academy asserts that its decision comported with Section A.13.b, 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 A.10, 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 GA Educator who was not reappointed;
 - 2) the department where the GA Educator has an appointment;

- 3) the courses taught by the GA Educator who was replaced;
- 4) the name of the lower-paid GA Educator who replaced the higher-paid GA Educator; and
- 5) the courses taught by the lower-paid GA Educator.

5. Arbitrator's Remedial Authority

If an arbitrator finds that the University has violated the prohibition on Continuing Appointment avoidance set forth in Section A.13.a, or the provisions of Section A.10 above, their remedial authority shall not exceed ordering the University to immediately discontinue the practice or policy and consider the adversely affected GA Educator(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.

Article 7B – Process for Initial Continuing Appointment

A. General Provisions

1. This Article contains the policies and procedures that govern the process for GA Educators to achieve Continuing status.
2. The University retains the sole discretion in the evaluation of a GA Educator's performance.
3. The University shall conduct the excellence review during the academic year in which the 12th semester of service occurs.
4. The University shall complete the excellence review prior to the commencement of the 13th semester.
5. Following the completion of the excellence review, the University shall notify the GA Educator of the results.
 - a. If, as a result of the excellence review, the GA Educator is deemed excellent, the GA Educator shall have Continuing Status.
 - b. Conversely, if, as a result of this review, the University determines that the GA Educator is not qualified to perform anticipated responsibilities at an excellent level, the GA Educator will be released at the end of the current appointment.
6. For GA Educators who have achieved Continuing status and for whom there is instructional need in the 13th semester as defined in Section B below, the University shall provide notice of a Continuing appointment in accordance with Article 7c by the end of the 12th semester, or as soon as practicable.
7. For GA Educators who have achieved Continuing status but for whom there is not instructional need in the 13th semester, the University shall notify the GA Educator by the

end of the 12th semester, or as soon as practicable, that they have the right of first refusal for two years for Geffen work for which they are qualified. This right of first refusal shall not abridge the reemployment rights of another GA Educator, as specified in Article 17 (Layoff, Reduction in Time and Reemployment in this Memorandum.

8. Either Continuing status or a Continuing appointment, if any, shall commence at the start of a 13th semester, regardless of when the excellence review is completed.
9. Nothing in this Memorandum shall preclude the Geffen Academy from hiring a GA Educator who has achieved Continuing status after the period of right of first refusal has expired. In such a hiring, the GA Educator shall be hired as a Continuing Appointee.

B. Special Notice Requirement for Anticipated Reduction of Initial Continuing Appointment

If, prior to the issuance of the Letter of Continuing Appointment, the University determines that a GA Educator who has been appointed to a 12th semester will have an initial continuing appointment percentage that is less than the GA Educator's minimum appointment percentage during the previous year, the University will provide notice to the GA Educator as soon as practicable, with a copy to the Union.

C. Excellence Review Process

1. The University shall notify the GA Educator in writing of the review, its timing, criteria, and the procedure that will be followed, including when materials are due. Such notice shall be provided no less than thirty (30) calendar days prior to the due date of material submission, when practicable. Should the University provide less than thirty (30) calendar days' notice, the University shall not unreasonably deny an extension for the GA Educator to submit materials for the review file.
2. The notification shall include:
 - a. A list of materials the GA Educator is responsible for providing and how they should be submitted;
 - b. The date by which the GA Educator must submit all required materials;
 - c. A statement of the date by which the merit increase or promotion in question shall be effective.
3. Materials shall include:
 - a. Cover letter or self-statement;
 - b. Curriculum vitae;
 - c. All Geffen Academy performance evaluations and responses (if any);
 - d. A diversity, equity and inclusion statement;

- e. Other relevant materials such as letters of support, awards, course materials, participation in external organizations, etc.
4. A GA Educator may request an extension of the review deadlines due to a leave of absence taken under Article 12 - Leaves. Such requests shall not be unreasonably denied.
5. A Geffen Academy Excellence Review Committee shall review and make recommendations about GA Educator's performance pertaining to the Excellence Review for Continuing Appointments.
 - a. The membership of the Excellence Review Committee is not confidential.
 - b. Such committee shall be composed of academic appointees. Care shall be taken to ensure that the Excellence Review Committee includes an academic appointee of appropriate discipline and who can offer a fair and neutral assessment of the GA Educator's performance.
6. An evaluation of the GA Educator shall be based on an academic review file. The academic review file shall contain only material relevant to consideration of personnel action. Performance-based decisions concerning appointment to a Continuing Appointment and termination for non-excellence shall be based upon the material contained in the academic review file.
7. The GA Educator may submit a written response to recommendations, which shall be included in the GA Educator's excellence review file.
8. Instructional performance shall be evaluated following the process and criteria outline in Article 31 of this Memorandum.

D. 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 excellence or non-excellence and thereby compel the University to make or continue an appointment. Nevertheless, the Arbitrator shall have the authority to resolve factual disputes.
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 performance review process.

Article 7C - Continuing Appointments

A. General Provisions

1. This Article applies to GA Educators who have Continuing status or a Continuing Appointment and for whom instructional need has been established at Geffen Academy.
2. Except as provided for in this Memorandum, the University has the sole discretion to make determinations regarding instructional need for courses taught by GA Educators. Such decisions are not subject to the grievance or arbitration provisions of this Memorandum, except to the extent the grievance alleges a violation of a provision of this Article that is otherwise grievable and arbitrable.

3. **Appointment Termination**

Geffen Academy may reduce the initial appointment of a Continuing GA Educator in accordance with the provisions of Section B.2 of this Article. An appointment may be reduced or terminated prior to the established ending date only in accordance with Article 16 ("Medical Separation") or Article 30 ("Discipline and Dismissal") of the Unit 18 Agreement, or Article 17 ("Layoff, Reduction in Time and Reemployment") of this Memorandum.

4. Geffen Academy shall not reduce the appointment percentage in the academic year prior to the year in which the Excellence Review is conducted or in the review year itself solely in order to avoid continuing appointment levels that reflect actual need.

B. Establishing the Continuing Appointment Percentage

1. The Continuing Appointment Base shall be at least equal to the GA Educator's appointment percentage during the previous two-year period.
2. When the initial continuing appointment percentage is reduced by 1 IWC or less after the GA Educator received the written confirmation of their initial appointment percentage pursuant to Section C.2, below, Geffen Academy will provide the GA Educator thirty (30) calendar days' notice or pay in lieu of notice. Geffen Academy shall also inform the GA Educator in writing of the specific reasons for the lower appointment percentage, with a copy to the Union.

3. Nothing shall preclude the University from establishing a higher initial continuing appointment percentage.
4. Geffen Academy will provide the GA Educator with written confirmation of the GA Educator's base appointment percentage at least fifteen (15) calendar days before the beginning of the academic year in which the Continuing Appointment begins.
5. Augmentations
 - a. For a GA Educator with less than a 100% appointment, Geffen Academy may augment appointments on a temporary basis for a finite period of one year or less.
 - b. Temporary augmentations become permanent after three or more consecutive academic years and shall be added to the appointment base percentage.
 - c. The Geffen Academy may only reduce the permanent new appointment percentage, based on the augmentation, pursuant to the provisions of Article 17 (Layoff, Reduction in Time and Reemployment).
 - d. Should additional courses become available at Geffen Academy, first consideration shall be given to a Continuing GA Educator who is less than 100%, and who is qualified to teach additional courses. The determination of who is assigned is at the sole discretion of Geffen Academy.

C. Appointment Letters

1. Letters of Continuing Appointment shall be consistent with this Memorandum.
2. When the GA Educator is offered a continuing appointment, the GA Educator shall be informed in writing of:
 - a. the title of the position;
 - b. the annual salary rate, gross earnings, with a link to the payroll calendar;
 - c. the percentage of time;
 - d. the name of the employing department, program or unit;
 - e. the date upon which the appointment commences;
 - f. the course(s) and/or other assigned duties, and general responsibilities;
 - g. the name of the department chair, program, or unit head or other person to whom the GA Educator reports;
 - h. If applicable, the phrase: "You are eligible for University benefits. Please refer to the UC Benefits website:
<http://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html>."

- i. The phrase: “You are represented by a union, the UC-AFT. You may learn more about UC-AFT, including how to join as a member, at ucaft.org. The terms and conditions of your appointment are contained in the Unit 18 collective bargaining agreement and the Geffen Academy Memorandum which you may access at <https://ucnet.universityofcalifornia.edu/labor/bargaining-units/ix/>

D. Merit Review Eligibility

1. A GA Educator shall be considered for a merit increase no more than once every three years following the commencement of the GA Educator’s initial Continuing Appointment.
2. Within this Memorandum, Article 22 – Merit Review covers the process for reviews and Article “31” covers the Performance Review process.

E. Grievability and Arbitrability

1. Allegations of procedural or factual violations of this Article shall be subject to the full grievance and arbitration provisions of this Article.
2. 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 with respect to instructional need, academic qualifications, or determinations of excellence or non-excellence and thereby compel the University to make or continue an appointment.

Article 8 – Instructional Support

- A. GA Educators may continue to access UCLA educational opportunities and colloquia, which are open to Lecturer titles, provided they obtain supervisor approval prior to attending, if scheduled during school hours.
- B. The University shall provide access to facilities, services, texts and instructional support at Geffen Academy that is reasonably necessary for GA Educators to complete their assigned duties and responsibilities, including:
 1. Desk space;
 2. Computer and internet connection;
 3. Training and support for web-based tools;
 4. Storage space to secure files, books, student work and personal effects;
 5. Office, laboratory and instructional equipment;

6. Mailbox and email;
 7. Office supplies;
 8. Texts and/or reading materials; and
 9. Printing and photocopying equipment.
- C. In addition, in lieu of offices, the University may provide Educators with access, whenever practicable, to dedicated rooms for the purposes of grading, written feedback, correspondence, class preparation, study, and other contemplative activities.
- D. Substitutes for Instructional Delivery
1. The University shall be responsible for coverage and for providing substitution when a GA Educator is unavailable to fulfill duties. The GA Educator is responsible for providing a lesson plan for the substitute.
 2. A GA Educator may serve as substitute instructor for a maximum of seven (7) full class sessions per academic semester. Department chairs will designate and organize substitutions and substitution policies for Educators in their respective departments. Department substitution policies will be communicated in writing to Educators no later than September 15 of each academic year. An academic semester is defined according to Geffen Academy's official calendar.

Article 9 – Professional Concerns

- A. All GA Educators are eligible to apply for professional leaves and may be granted leave to attend professional meetings, programs, or trainings. In each case, payment of fees, payment of related costs, and pay status are at the sole discretion of the University.
- B. When the University requires attendance at an external professional meeting, program, or training, the University will notify GA Educators in writing and will pay the fees and related costs. When the professional meeting, program or training is sponsored by UCLA, program costs, if any, shall be covered. Programs which are suggested or recommended are not "required" within the meaning of this Article.
- C. When a professional leave has been granted pursuant to this Article, the University will notify the GA Educator in writing of the period of the leave, the pay status of the GA Educator during the leave, and which fees or related costs, if any, will be paid.
- D. GA Educators shall be eligible for UCLA Professional Development Funds in accordance with Article 9 - Section C in the Unit 18 Agreement. In addition, GA Educators shall be eligible for the Geffen Academy Professional Development Fund Pool described below.

E. Geffen Academy Professional Development Fund Pool

1. To support professional development activities requested by GA Educators, Geffen Academy shall annually fund a Professional Development Fund Pool.
2. GA Educators shall apply for pool funds.
3. Any unused funds shall be forfeited and shall not roll over to the following fiscal year.

F. Curriculum Development and Ownership

1. As between Geffen Academy and GA Educator, the copyrights to curriculum materials (including syllabi, assessments, presentations, etc.) developed by a GA Educator during employment at Geffen Academy shall be owned by the GA Educator. For avoidance of doubt, the GA Educator retains ownership of all rights under Section 106 of the Copyright Act, including the rights to reproduce, modify, delete, add, substitute, display, and distribute curriculum materials.
2. Geffen Academy retains a non-exclusive, royalty-free, worldwide, perpetual license to curriculum materials developed by such GA Educators, including the right to create derivative works. The use, distribution, and publication of these materials shall be limited to within Geffen Academy and UCLA.

Article 12 - Leaves

A. Leaves

1. The following sections of Article 12 apply to GA Educators:
 - a. Section A: General Provisions, all provisions but A.11 of the Unit 18 Agreement apply;
 - b. Section B: Family and Medical Leave (FML);
 - c. Section C: Pregnancy Disability Leave;
 - d. Sections D.3. (Reporting) and D.4: (Sick Leave Retirement Credit)
 - e. Section E: Bereavement Leave;
 - f. Section F: Jury Duty;
 - g. Section G: Military Leave;
 - h. Section H: Military Spouse/Domestic Partner Leave;

- i. Section I: Non-FML Parental Leave Without Pay;
- j. Section K: Voting;
- k. Section L: Blood Donations;
- l. Section M: Witness Leave;
- m. Section O: Other Leaves/Personal Leaves,
- n. Section Q: Unit 18 Pay for Family Care and Bonding, and;
- o. Section R: Grievability and Arbitrability.

B. GA Educators' Sick Leave

- 1. Commencing FY 2022-2023, GA Educators shall accrue one day of sick leave per month for ten (10) months per academic year.
- 2. GA Educators may use up to five (5) days of sick leave per academic school year for personal leave. When feasible, seventy-two (72) hours' notice will be provided, with department chair, dean of faculty and human resources approval within twenty-four (24) hours of the notice. No more than two (2) consecutive days shall be approved, unless there are extenuating circumstances.
- 3. Sick leave is an accrued benefit and will remain in each GA Educator's bank until used.
- 4. Sick days accumulated prior to the ratification of this Memorandum shall remain in the GA Educators' banks and available for use.

C. Absence

- 1. Educators shall be present at the worksite as needed to perform assigned duties. No class shall be left unattended.
- 2. Absence is defined as a work day when an Educator is not working.
- 3. With the exception of unexpected sick days, absence(s) must be pre-approved and will not be unreasonably denied.

Article 17 – Layoff, Reduction in Time and Reemployment

A. General Provisions

1. All layoffs and reductions in time, and reemployment from layoff status, must be made in accordance with the provisions of this Article.
2. This Article does not apply to Summer Program appointments.
3. Consistent with this Memorandum, Geffen Academy has the sole discretion to determine when a layoff or reduction in time is necessary.
4. The provisions of this Article do not nullify or modify the applicable University and Geffen Academy policies or procedures that exist or may be developed pertaining to disestablishment.
5. The provisions of this Article pertain to actions taken within a layoff unit, as defined in Section B.3, below.
6. Geffen Academy shall not apply the provisions of this Article in an arbitrary, capricious or unreasonable manner.
7. For purposes of Article 7.A and 7.B and this Article only, layoff periods of less than one semester count towards eligibility for Continuing Appointment status and seniority.
8. Seniority is based on total semesters of service on pay status at Geffen Academy.
9. If an GA Educator rejects any part or the entirety of an appointment offered by Geffen Academy, the part or entirety rejected is not a layoff or reduction in time.

B. Definitions

1. **Layoff**
 - a. A layoff is an involuntary separation from employment in a layoff unit, due to a programmatic change, budgetary considerations, or a lack of work for GA Educator(s).
 - b. Pre-Six Appointees are considered to be separated automatically from employment at the expiration of their appointment. Such separation does not constitute a layoff.
 - c. With the exception of dismissals pursuant to Article 30- Discipline and Dismissal, a rescission, reduction in time, or involuntary separation of employment after the issuance of an appointment letter to the GA Educator, acceptance of the appointment, and before the ending date of the appointment defined therein is considered a layoff or reduction in time and is subject to the provisions of this article.

2. **Reduction in Time**

- a. A reduction in time occurs when a GA Educator's appointment is involuntarily reduced due to a programmatic change, budgetary considerations, or a lack of work for the GA Educator.

C. Layoff Unit

The layoff unit shall be Geffen Academy.

D. Considerations Prior to Layoff or Reduction in Time

1. When Geffen Academy has determined that the GA Educator staffing cuts are necessary, it will consider attrition, retirement, and voluntary reduction in GA Educator staffing within the layoff unit in order to avoid a layoff or reduction in time.
2. In response to Geffen Academy's determination that a layoff or reduction in time is needed, a GA Educator may volunteer for layoff or reduction in time. This would not constitute a rejection of an appointment pursuant to Section A.8. At its sole discretion, Geffen Academy may accept any GA Educator's written request to volunteer for layoff or reduction in time. However, Geffen Academy shall not solicit volunteers for layoff or reduction in time. Geffen Academy will transmit a copy to the Union of the acceptance, if any, of the GA Educator's request within five business days.

E. Selection for Layoff and Reduction in Time

1. When there is no substantial difference in the degree of special skills, knowledge, or ability essential to the academic discipline or fulfillment of assigned duties and responsibilities as determined by Geffen Academy, the order of layoff or reduction in time shall be as follows:
 - a. Pre-Six GA Educators;
 - b. If additional layoffs need to be made after all pre-six GA Educators have been laid off, then Continuing GA Educators shall be laid off, using inverse seniority order.
2. When Continuing GA Educators have the same semesters of service on pay status in accordance with 1. h. above, the following methods shall be used to assign rankings until unique rankings are achieved in the following order:
 - a. any discipline in the personnel file shall constitute a lower ranking;
 - b. lower performance ratings since achieving Continuing status shall constitute a lower ranking;
 - c. lower performance rating on the most recent evaluation shall constitute a lower ranking;
 - d. signing of hiring paperwork last shall constitute a lower ranking;

3. When a Continuing GA Educator has received a notice of layoff or reduction in time, and the Continuing GA Educator or the Union on behalf of the Continuing GA Educator alleges that they are equally qualified to perform the work being done by one or more less senior Continuing GA Educator, the Geffen Academy shall evaluate the qualifications of the less senior GA Educator. If Geffen Academy determines that the more senior Continuing GA Educator's qualifications are substantially equal to those of the less senior GA Educator, the Geffen Academy shall lay off or reduce in time the less senior GA Educator.

F. Notice

1. **Written Notice of Layoff or Reduction in Time**

- a. GA Educator shall be given advance written notice of the effective date of any layoff or reduction in time in accordance with the chart in Section 11 below.
- b. The notice shall identify whether the layoff or reduction in time is due to a programmatic change, budgetary considerations, or a lack of work for the GA Educator.
- c. When Geffen Academy provides written notice to the GA Educator, Geffen Academy shall transmit a copy of the notice to the Union within five (5) business days.

2. **Pay in Lieu of Notice for Layoff or Reduction in Time**

- a. Where advance written notice of layoff or reduction in time is not given within the timelines provided for in the chart in Section 11 below, pay in lieu of notice, or a combination of timely notice and pay in lieu of notice, will be provided, as set forth in the chart in Section 11.
- b. Pay in lieu of notice shall never exceed the pay the GA Educator would have received absent the layoff or reduction in time.

3. **Reduction in Time that Impacts Health and Welfare Benefits:**

Whenever possible, GA Educators shall be given advance notice when the reduction in time can reasonably be expected to affect their eligibility for health and welfare benefits. The notice shall identify whether the reduction in time is based on programmatic change, budgetary considerations, or lack of work for the GA Educator.

G. Meet and Discuss/Consult

1. Within fifteen (15) calendar days of the date of the issuance of the layoff notice, the Union may request to meet with Geffen Academy to discuss the effect of the layoff or reduction in time.

2. However, nothing in this Article shall preclude the department chair or unit head from consulting with the affected GA Educator.

H. Reemployment

1. **Duration**

- a. For the duration of reemployment rights, refer to the chart in Section J below.
- b. GA Educators retain reemployment rights for the remainder of the reemployment period if they turn down or do not respond within fourteen (14) calendar days to a first written offer of reemployment at the same or higher percentage of time sent to the GA Educator's last known personal email and postal address on file.

2. **Order of Reemployment**

If more than one qualified GA Educator is on layoff or reduced time status from Geffen Academy, the order of reemployment shall be on the basis of special skills, knowledge or ability essential to the department or unit. When there is no substantial difference in the degree of special skills, knowledge and ability essential to the department or unit as determined by Geffen Academy, the order of reemployment shall be in inverse order of layoff or reduction in time.

3. **Temporary Reemployment**

In the event Geffen Academy decides to offer temporary reemployment opportunities of no more than one semester in the same layoff unit and title group, the temporary reemployment shall not constitute a recall for reemployment purposes. Further, a GA Educator's acceptance of temporary reemployment of no more than one semester will not nullify said GA Educator's layoff or reduced time status. Should instructional need exist beyond this temporary period, the GA Educator's reemployment status previous to the layoff or reduction in time shall be reinstated.

4. **Termination of the Right to Reemployment**

- a. The right to reemployment terminates if a GA Educator:
 - 1) accepts an appointment at the same or higher percentage of time in the same title and layoff unit from which the GA Educator was reduced in time or laid off;
 - 2) refuses or fails to respond within fourteen (14) days to a second written offer of reemployment at the same or higher percentage of time sent to the GA Educator's last known personal email and postal addresses on file. The second written offer of reemployment must be separate from the first offer per Section *G.I.c.* However, the right to reemployment does not terminate if the two offers are for courses/work within the same academic year or if the

GA Educator is unable to resume employment because of other employment commitments made in response to the layoff.

- b. If Geffen Academy is attempting to employ a GA Educator on an urgent basis and if a laid-off or reduced in time GA Educator who has reemployment rights cannot be reached and/or does not respond within seven (7) calendar days, Geffen Academy may fill the position. In this instance or when failure to respond was due to extraordinary circumstances, a laid off or reduced in time GA Educator will not have waived any future reemployment rights.

I. Benefit Coverage

A GA Educator on reduced time may continue, if previously enrolled, in certain group insurance programs for the length of time provided by the University's Group Insurance Regulations, subject to the payment of full premiums by the GA Educator. A reduced time appointment of more than one-half of the working days of a month does not count towards Geffen Academy service for benefit purposes unless the reduced time appointment continues to qualify the GA Educator for such benefits.

J. Grievance and Arbitration

1. A grievance alleging a violation of this article must be filed within thirty (30) calendar days of the transmission of notice to the Union. With respect to grievances based on alleged violations that would not be apparent when the written notice is issued, such grievances must be filed within thirty calendar (30) days of the date on which the GA Educator/Union knew or should have known of the alleged violation, whichever is earlier.
2. In any arbitration involving layoff or reduction in time, the arbitrator shall not have the authority to substitute the arbitrator's judgment for that of Geffen Academy regarding the necessity for the layoff or reduction in time, or the functions/programs or titles affected by the layoff or reduction in time. Consistent with the provisions of this Agreement, the Arbitrator shall defer to Geffen Academy's judgment regarding an GA Educator's academic qualifications unless the Union demonstrates that there was no reasonable basis for the Geffen Academy's decision.
3. If the arbitrator determines that Geffen Academy failed to consider the qualifications of a Continuing GA Educator relative to a less senior GA Educator identified by the Continuing Appointee or the Union (pursuant to Section D.3., the arbitrator's remedial authority shall be limited to ordering such consideration. Upon the request of either party, the arbitrator may retain jurisdiction to ensure that the procedural flaws have been addressed.
4. When the Union has alleged that Geffen Academy's stated reason(s) for a decision to lay off is pre-textual or factually incorrect, the arbitrator will consider all the evidence

submitted by the parties and may reverse a Geffen Academy decision when s/he determines that the decision is contrary to the weight of all the evidence.

5. Allegations of procedural violations of this Article shall be subject to the Grievance and Arbitration provisions of this Agreement.

K. Layoff, Reduction in Time and Reemployment

Pre-Six GA Educators Schedule Chart:

	Appointment Type	Action	Advance Written Notice	Pay in Lieu of Notice	Reemployment Rights
a.	All pre-six GA Educators	Reduction in time	Thirty (30) calendar days	Thirty (30) calendar days	One (1) calendar year following the effective date of the reduction in time
b.	All pre-six GA Educators	Layoff	Ninety (90) calendar days	Ninety (90) calendar days	One (1) calendar year following the effective date of the layoff

Continuing GA Educators Schedule Chart:

	Appointment Type	Action	Advance Written Notice	Pay in Lieu of Notice	Reemployment Rights
a.	All Continuing GA Educators	Reduction in time	Sixty (60) calendar days	Sixty (60) calendar days	Two (2) calendar years following the effective date of the reduction in time
b.	All Continuing GA Educators	Layoff	*Six (6) months	Six (6) months	Two (2) calendar years following the effective date of the layoff

L. *Notwithstanding Section 6, b, i., Continuing GA Educators shall receive notice of full layoff as follows:

1. When Geffen Academy must layoff a Continuing GA Educator for the Fall semester of the following academic year, the notice shall be issued no later than March 15th and the GA Educator shall receive six months of notice and/or pay in lieu of notice.
2. When Geffen Academy must layoff a Continuing GA Educator for the Spring semester during the academic year, the notice shall be issued no later than August 1st and the GA Educator shall receive six months of notice and/or pay in lieu of notice.
3. If Geffen Academy issues notice after the March 15 and August 1 deadlines, the Continuing GA Educator shall be entitled to receive notice, and/or pay in lieu of notice, through the end of the following semester, which will be a minimum six (6) months' notice.

Article 19 – Reassignment

- A. Reassignment is defined as a change of subject of an GA Educator during the term of an appointment (July 1 – June 30). Reassignment is not a form of corrective action. Reassignment shall be initiated by the University in consultation, whenever possible, with the GA Educator

involved. The University, upon request, will meet with the GA Educator and/or the UC-AFT to discuss the reassignment within seven (7) calendar days of the notice of reassignment; however, the scheduling of the meeting will not delay implementation.

- B. A GA Educator who applies for and accepts a position teaching a different subject is not considered to have been reassigned.

Article 21 – Compensation

A. General Conditions

1. The salary shall be paid monthly over a twelve-month period, in accordance with Article 6.
2. The GA Educator Salary Range shall be appended to this Memorandum as Appendix A.
 - a. K-12 Educators shall have a minimum starting annualized salary of \$69,379 for full-time appointments.
 - b. K-12 Educators shall not exceed a max annual salary of \$157,481 for full-time appointments.

B. Annual Increases

1. For the life of this Memorandum, GA Educators shall receive a 3% annual salary increase, effective July 1st of each year.
2. Effective the first full pay period following sixty (60) calendar days from ratification, GA Educators appointed for AY 21-22 shall receive a 3% increase.

C. Ratification Lump Sum Payment

1. Each GA Educator shall receive a one-time, non-base building, non-UCRP eligible payment of \$1500 Ratification Lump Sum Payment, paid no later than April 1, 2022.
2. In order to be eligible for the Ratification Lump Sum Payment, the GA Educator must be on active pay status in the bargaining unit on the date of ratification of the Unit 18 Agreement.
3. The Ratification Lump Sum Payment is subject to applicable taxes and withholdings, but union dues shall not be deducted.

D. Grievability

Decisions related to the amount and timing of general range adjustments, and all aspects of the non-general range adjustment provided to GA Educators are not grievable. The implementation of the amount and timing of the general range adjustments is subject to grievance and arbitration.

Article 22 - Merit Increases

A. General Provisions

1. Merit increases are in addition to the annual increases in section 2 above.
2. Under no circumstances shall a GA Educator be evaluated for a merit increase more than once every three years.
3. Merit review decisions are the result of academic judgement and are not subject to the grievance and arbitration provisions. Only allegations of procedural violations Article 22 are subject to the grievance and arbitration provisions.
4. Merit review decisions shall follow the provisions outlined in Article 31 – Performance Evaluations.
5. A Continuing GA Educator shall be considered for a merit increase at the time of the initial continuing appointment, and at least once every three years thereafter.

B. Pre-Six Appointees

1. During the third year of employment, the GA Educator shall be evaluated for a merit increase based on past performance at the Geffen Academy for the prior three academic years. If the merit process results in the achievement of Meets or Exceeds Expectations, the GA Educator shall receive a 3% merit increase effective with the commencement of the fourth year of service on July 1st.

C. Continuing GA Educators

1. Merit reviews shall occur in subsequent three-year periods (6th, 9th, 12th, etc.) with the merit increase effective on July 1st of the following year.
2. GA Educators who are evaluated for a merit increase and do not achieve a Meets or Exceeds Expectation standard shall not receive a merit increase.

Article 23 – Summer Program

A. General Provisions

1. When the Geffen Academy offers a summer program, GA Educators will be given the opportunity to apply.
2. In no event shall Summer Program count toward Continuing status.

3. The Geffen Academy shall retain the sole non-grievable authority to appoint for the Summer Program.
4. Appointment Letters
 - a. Summer Educators shall receive an appointment letter no later than fourteen (14) calendar days in advance of the commencement of the Summer Program, when practicable.
 - b. The appointment letter shall include the by-agreement salary, when it will be paid, and the dates of service.
- B. Appointment Security
 1. Geffen Academy reserves the right to cancel Summer Program offerings at any time prior to the date of commencement of the program, in which case the Summer Educator forfeits the by-agreement compensation.
 2. Summer Educators will be given no less than seven (7) calendar days advanced written notice of layoff/reduction in time or pay in lieu of notice, if less than seven calendar days is provided.
- C. Compensation
 1. Compensation for Summer Program appointments for GA Summer Program Educators shall be determined by one of the following methods:
- D. For current GA Educators, compensation will be based on the annualized salary of GA Educators in effect as of June 30 of the calendar year in which the Summer Program begins. Geffen Academy shall compensate said Educators at the rate of their annualized salary multiplied by the percentage time of the Summer Program appointment (Annualized Salary/52 x Percentage of Time x Week(s) Worked).
- E. For Summer Program appointees who have not previously held an appointment at Geffen Academy, the minimum compensation rate shall be equivalent to the lowest minimum annualized base salary of GA Educators multiplied by the percentage time of the Summer Program appointment (Lowest Minimum Base Salary/52 x Percentage Time x Week(s) Worked).
- F. Percentage Time shall include time spent recruiting enrollment, onboarding/orientation, preparing, grading/comment recording, teaching in class, and time expected to support or mentor students outside class, as necessary.
- G. Compensation will be paid By Agreement on UCLA's payroll cycle.

Article 24 – Instructional Workload

A. General Provisions

1. The full-time workload for GA Educators shall be 10 (ten) IWCs per academic year, though not all IWCs must be assigned prior to the beginning of the school year. GA Educators for whom additional IWC assignments are forthcoming will not be penalized prior to receiving those assignments.
2. For purposes of this Article, a class shall be valued at 1 IWC when it meets the following criteria: regularly scheduled for more than 2 times a week for the duration of a semester, requires office hours, and requires grading of the class by the Educator.
3. In addition to the activities assigned IWC value, all GA Educators shall be expected to attend Welcome and Admission Events, Professional Development sessions, Back-to-School Night(s), Parent-Teacher Conferences, the Educator's divisional commencement ceremony, and provide short-term substitution, in accordance with Article 8, Section 4.b. of this Memorandum.
4. GA Educators shall be expected to provide lunch supervision as assigned once per week, provided that they are teaching fewer than five (5) courses in that semester. For GA Educators employed at fifty percent time (50%) or less, they shall be expected to provide lunch supervision no more than twice per month. GA Educators shall not be scheduled for lunch supervision on days when teaching courses immediately before and after lunch.
5. Nothing prohibits a GA Educator from volunteering for additional lunch supervision or other duties.
6. A co-taught class or a co-advisory shall carry the same IWC it would carry if taught by a single GA Educator.
7. An Educator's workload may also include curricular and co-curricular activities. Co-curricular activities include, but are not limited to: independent studies, advising clubs and organizations, community activities, ensembles that meet during the school day, committee work, event planning, supervisions, athletic coaching, and mentoring. The Geffen Academy will determine the IWC value of such curricular and co-curricular activities, based upon the preparation and effort expected from GA Educators to satisfactorily carry out the assigned activity. The values will be listed in the Geffen Academy's workload policy.
8. After-school performance programs shall be valued at no less than 1 IWC, if such programs require meetings every day after school or meet at least three days a week.

B. Notice of Work Assignment

1. A statement of work assignment shall be issued to GA Educators by their Department Chairs and/or Division Director(s) at least fourteen (14) calendar days prior to the beginning of instruction. The statement of work assignment shall detail the Educator's curricular workload, any additional assigned curricular and co-curricular activities, and the associated IWC value of each assigned duty.
2. A GA Educator's work assignment is subject to change after the statement of work assignment is issued. In the event of a change, the Geffen Academy will provide the GA Educator with a revised statement of work assignment.

C. Work Assignment Review

1. Process for addressing work assignment concerns:
 - a. Step 1: Within thirty (30) calendar days from the date the semester began or the documented date of substantial change, GA Educator communicates concerns with their supervisor - the department chair. If the issue is not remedied to the GA Educator's satisfaction, they can appeal to Step 2;
 - b. Step 2: Within fourteen (14) calendar days, the GA Educator meets with the Dean of Faculty and Department Chair to discuss existing concerns. If the issue is not remedied to the GA Educator's satisfaction, they can appeal to Step 3;
 - c. Step 3: Within fourteen (14) calendar days, the Dean of Faculty and the Chief Administrative Officer or designee shall meet with the GA Educator in a final effort to reach a compromise that works for the GA Educator and the academic program needs of the students.
2. If a GA Educator's work assignment is modified as a result of the review, the GA Educator will receive a revised statement of work assignment.
3. A GA Educator is expected to perform their work assignment as initially assigned during the work assignment review process.
4. If, after a workload review, an Educator disputes the assigned IWC, a grievance may be filed within thirty (30) days following the outcome of the workload review. Section L of Article 24 in the Unit 18 Agreement shall apply to GA Educators. For Geffen Academy, the Academic Administrative Panel shall consist of Geffen Academy academic appointees.

D. Changes or Additions to Geffen Academy Workload Policy

1. Sections D and E of Article 24 of the Unit 18 Agreement will apply to GA Educators.
2. The University's obligation to meet and discuss changes under Sections D and E shall not delay the assignment of a GA Educator to the course or offering or the commencement of actual instruction.

Article 25 – Union Access and Rights

- A. Article 25 of the Unit 18 Agreement shall apply in its entirety, with the exceptions as noted below (cleanup of numbers anticipated), which are replaced by the language below:

G. 1. b. a. Geffen Academy shall schedule an in-person mandatory orientation in the Fall for all newly-hired GA Educators, starting Fall 2022. The UC-AFT shall have thirty (30) minutes on the agenda to provide union orientation. The UC-AFT is responsible for distribution and collection of sign-in sheets. The Fall orientation will be held in-person at Geffen Academy.

G. 1. b. b. University representatives shall not be present during the UC-AFT Orientation. Management will not discourage union membership or attendance at the UC-AFT Orientation.

G. 1. b. c. No other new employee orientation activities for Geffen Academy shall be scheduled at the same time as the union's presentation.

G. 2. GA Educators shall be informed in their initial appointment letters that there will be a mandatory orientation during their first term. Information about the date, time, and place shall be provided no less than fourteen (14) calendar days prior to the scheduled orientation to all newly-hired Geffen Academy Educators and the UC-AFT local representative. Geffen Academy will notify new GA Educators upon hire.

Article 26 – Release Time for UC-AFT Business

The University shall release no more than three (3) GA Educators to negotiate successor Geffen Academy Memorandum not to exceed five (5) full school days requiring substitutes. Should bargaining continue after the five days are exhausted, the parties will mutually agree to when to schedule future dates and times for bargaining. The UC-AFT shall notify the University at least thirty (30) days in advance with the name of the bargaining team member(s) to be released.

Article 29 – Academic Calendar

- A. The University shall have the sole, non-grievable discretion to develop and implement the academic calendar for the Geffen Academy.

- B. A GA Educator appointment includes instructional, professional development, training, and non-instructional work days. The number of work days in an academic year shall not exceed 200 days, except as outlined below.
- C. Newly-hired GA Educators may be assigned up to three (3) days of additional training prior to the first day of instruction.
- D. The Summer Program is not part of the academic year and the 200-day maximum.
- E. In each semester, there will be one full work day scheduled for writing of student comments no less than three weeks prior to the comment submission due date. In each semester, there will be one full work day scheduled for grading no less than three weeks prior to the submission due date for grades. GA Educators shall not be required to be present on campus during comment-writing and grading days.
- F. GA Educators are salaried employees who must be available in-person for school duties and responsibilities, as requested.
- G. The Geffen Academy agrees, upon request, to meet with the UC-AFT to discuss any changes in the number of GA Educators' work days. However, if the University proposes to increase the number of work days above 200 days, the University agrees to meet and confer with the UC-AFT regarding the impact of such an increase. Negotiations regarding the impact shall not delay the implementation of the academic calendar.
- H. The Geffen Academy will publish a tentative academic calendar, including professional development days, no later than June 1st.

Article 30 – Discipline and Dismissal

- A. Article 30 of the Unit 18 Agreement shall apply in its entirety, with the exceptions as noted below:
 - 1. Section B – in accordance with Article 31 – 5.c., the performance improvement plan replaces the remediation plan.
 - 2. F.2. shall not apply.
 - 3. G.1. shall not apply.
 - 4. G.2 shall apply, except for the references to the Senate Review.

Article 31 - Performance Evaluations

A. General Provisions

1. Geffen Academy shall evaluate GA Educators on assigned responsibilities using the Geffen Academy Teaching Evaluation process.
2. The Geffen Academy Teaching Evaluation Form shall be appended to this Memorandum as Appendix B.
3. Evaluations shall commence AY 2022-2023 and shall be conducted by March 1st each year.

B. If an evaluation is not conducted by March 1st, the GA Educator shall receive a “Meets Expectations” rating.

C. Evaluations shall be completed by an Evaluation Team, comprised of the relevant Department Chair, Division Director(s), Dean of Faculty, and other Geffen Academy academic appointees.

1. GA Educators who voluntarily terminate will not receive an evaluation.

D. Performance Evaluation Review Materials

1. The Geffen Academy Teaching Evaluation of a GA Educator shall be based on an academic review file. Due consideration will be given to all relevant materials in the review file. These include:
 - a. The Educator self-appraisal;
 - b. A Pre-Observation Meeting between the Educator and an Evaluation Team member, during which the Educator will have the opportunity to present their curriculum map, syllabus, sample assessments, or other documents which might better contextualize the lesson which the Evaluation Team member will observe;
 - c. A classroom observation by an Evaluation Team member;
 - d. A GA Educator Post-Observation Reflection by the reviewed GA Educator; and
 - e. Relevant information supplied by the reviewed Educator, GA Educator’s Department Chair, Dean of Faculty, and/or Division Director(s).

E. Observation Process

1. The classroom observation of a GA Educator shall be carried out by a member of the Evaluation Team and shall encompass one full class period.

2. The Evaluation Team Member conducting the classroom observation shall initiate communication in writing to the GA Educator to schedule 1) an initial goals discussion meeting; 2) a mutually-agreed upon time and date for the observation; and 3) a mutually-agreed upon time and date for the post-observation meeting.
3. The GA Educator shall have an opportunity to complete a GA Educator Post-Observation Reflection following the classroom observation within three calendar days.
4. The observing Evaluation Team Member shall share the feedback with the GA Educator at a scheduled post-observation meeting.
5. The GA Educator may respond to the observation with any additional details and/or context to be considered in the overall observation no later than five calendar days from the post-observation meeting.
6. A final post-observation write-up shall be shared with the GA Educator for review and comment before it is placed in the GA Educator's personnel file to be used as part of the performance evaluation.

F. Timing

1. The GA Educator will submit an optional self-appraisal no later than January 15th of the evaluation year, including supporting materials.
2. The Evaluation Team shall review the self-appraisal, conduct the performance evaluation and communicate it to the GA Educator no later than March 1st.
3. The GA Educator may respond in writing to the performance evaluation with any additional details and/or context to be considered in the overall evaluation within seven (7) calendar days from the receipt of the evaluation.
 - a. Unless there are comments submitted, the evaluation is final.
 - b. If the GA Educator submits comments, Geffen Academy shall review the comments and finalize the evaluation no later than seven (7) calendar days from the date of receipt of the comments.
4. While GA Educators are permitted to include comments regarding their evaluation, the final rating is at the sole discretion of management.
5. In no event shall the final evaluation be issued later than March 25th and will be shared with the GA Educator before it is placed in the GA Educator's personnel file.

G. Formal Evaluations:

1. Using the Geffen Academy Teaching Evaluation Form (Appendix B), the Evaluation Team shall rate each area of the GA Educator's performance with one of the following designations:
 - a. **Exceeds Expectations:** Performance consistently exceeded expectations in most essential areas of responsibility, and the quality of work overall was excellent.
 - b. **Meets Expectations:** Performance met expectations in most essential areas of responsibility, at times possibly exceeding expectations, and the quality of work overall was very good.
 - c. **Partially Meets Expectations:** Performance did not consistently meet expectations – performance failed to meet expectations in one or more essential areas of responsibility and/or one or more of the most critical goals were not met. A performance improvement plan may be developed to improve performance, including timelines, and monitored to measure progress.
 - d. **Does Not Meet Expectations:** Performance was consistently below expectations in most essential areas of responsibility, and/or reasonable progress toward critical goals was not made. Significant improvement is needed in one or more important areas. GA Educator will not receive a new appointment.
 - e. **Not Applicable.**
2. The Evaluation Team shall rate each GA Educator with an overall rating based on their completed Geffen Academy Teaching Evaluation Form.
3. For Continuing GA Educators who receive an overall rating of Do Not Meets Expectations or Partially Meets Expectations, the process in Article 30 (Discipline and Dismissal) – Section B shall apply. For GA Continuing Educators, the performance improvement plan is the remediation plan.

Article 32 – Grievance Procedure

Provided grievances are limited to the provisions of the Unit 18 Agreement that apply to Geffen Academy and/or this Memorandum, Article 32 - Grievance Procedure shall apply to GA Educators, except as modified herein.

Article 33 – Arbitration

Provided arbitrations are limited to the provisions of the Unit 18 Agreement that apply to Geffen Academy and/or this Memorandum, Article 33 - Arbitration shall apply to GA Educators, except as modified herein.

Article 37 – Waiver

- A. The University and the Union acknowledge that during negotiations which resulted in the Memorandum, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum, which constitutes the agreement arrived at by the parties.
- B. Except as otherwise provided for in this Memorandum or upon mutual consent of the parties to seek written amendment thereto, the University and the Union, for the life of this Memorandum each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Memorandum, or with respect to any subject or matter not specifically referred to or covered by this Memorandum even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Memorandum.
- C. For the purposes of Waiver, should either the University or the UC-AFT open an Agreement article that applies to Geffen Academy prior to the expiration of this Memorandum, the final negotiated result shall apply to the Geffen Academy.
- D. Nothing in this article precludes UC-AFT from addressing Geffen Academy concerns with the University regarding enactments or amendments to presidential or regental policies.
- E. Article 37 Section D shall apply to Geffen Academy during the life of the Memorandum.

Article 40 – Duration

- A. The terms and conditions of this Memorandum shall remain in full force and effect commencing at 12:00 a.m. midnight on May 5, 2022 and shall terminate at 11:59 p.m. on June 30, 2026.
- B. Negotiations for a Successor Memorandum
 - a. Timely notice, as provided below, shall impose the duty to engage in meeting and conferring for the purpose of negotiating amendments to the articles

specified. Neither party shall have any obligation or requirement to negotiate any provisions of any articles not timely noticed.

2. Each party shall provide the other with written notice of its selected articles and a list of bargaining team members no later than February 1, 2026. Included in such notice shall be each party's written objectives regarding those terms and conditions of employment subject to negotiations.
3. By February 15, 2026, the parties shall set a mutually agreeable start date for the negotiations.
4. In the event that neither party gives timely notice as set forth in this section, this Memorandum shall remain in effect on a year-to-year basis from July 1st to June 30th. In the event that the Memorandum continues in this manner, the parties shall provide written notice of selected articles and a list of bargaining team members for a successor Memorandum no later than July 1 of the applicable year. Thereafter, the parties shall follow the requirements for negotiations of a successor Memorandum, as set forth in 2 above.

D. ARTICLES AND PROVISIONS THAT DO NOT APPLY

The following articles and provisions of the Unit 18 Agreement shall not apply to Geffen Academy Educators:

Article 7D – Senior Continuing Appointments

Article 42 – On-Line Education

Article X – Academic Review Criteria

Appendix D – Salary Scale

Agreement Side Letters noted below:

- Article 1 Recognition 2011
- Health Sciences Exclusion
- Use of Adjunct and Visiting Prof. Appts
- NSF Workload Maximum in Writing Programs and Foreign Languages
- Letter of Understanding - Workload Value Dispute – 10-25-07
- Benefits: Special Break in Service Provisions
- Retiree Health Reopener
- UCSD Preuss Teachers
- UCSD Preuss Counselors
- UCSF New Employee Orientations
- Legacy Incumbent Senior Lecturers

E. SUBSEQUENT UNIT 18 AGREEMENT PROVISIONS

Following the ratification of the next successor Unit 18 Agreement, wholly new articles, side letters, or appendices added to the Unit 18 Agreement will apply to Geffen Academy. If either party deems any of the above inapplicable as written, the parties shall meet and confer to adapt for Geffen Academy.

APPENDICES

GA Appendix A – GA Educators Salary Range
GA Appendix B – Geffen Academy Evaluation Form
GA Appendix C – Transition Chart
GA Appendix D – Evaluation Process New Hires – 7-1-22
GA Appendix E – Transition from Fiscal Year to Academic Year

FOR THE UNIVERSITY

Nadine B. Fishel Chief Negotiator Office of the President	Date
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Devin Dillon Superintendent Pre K-12 Operations	Date
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Sibyll Carnochan Catalan Head of School Geffen Academy	Date
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Michael Simidjian Director UCLA Academic Personnel	Date
--	------

Kim Massih Employee & Labor Relations	Date
--	------

James DiCaprio Academic Personnel & Programs Office of the President	Date
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FOR THE UNION

Tiffany Page Chief Negotiator UC-AFT Vice President	Date
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Zeke Trautenberg Bargaining Team Member UC-AFT	Date
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Carol Hoffstedt Bargaining Team Member UC-AFT	Date
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Megan McEwen Bargaining Team Member UC-AFT	Date
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GA APPENDIX A – Geffen Academy Salary Range

Table 1. Minimum and Maximum Annual Salary Range – Geffen Academy Educators

	Annual	Monthly	1/10 Monthly
Minimum	\$69,379	\$5,781.58	\$6,937.90
Maximum	\$157,481	\$13,123.42	\$15,748.10

GA APPENDIX B

Geffen Academy Performance Evaluation

This form will be used to evaluate the Unit 18 Educator's performance over the course of the past appointment (or length of their employment if less than a full appointment period).

Individual Category and Overall Rating Scale:

Exceeds expectations (EE) - Performance consistently exceeded expectations in most essential areas of responsibility, and the quality of work overall was excellent.

Meets expectations (ME) -

Performance met expectations in most essential areas of responsibility, at times possibly exceeding expectations, and the quality of work overall was very good.

Partially Meets Expectations (PM) -

Performance did not consistently meet expectations – performance failed to meet expectations in one or more essential areas of responsibility, and/or one or more of the most critical goals were not met. A professional development plan may be developed to improve performance, including timelines, and monitored to measure progress.

Does Not Meet Expectations (DM) -

Performance was consistently below expectations in most essential areas of responsibility, and/or reasonable progress toward critical goals was not made. Significant improvement is needed in one or more important areas. Unit 18 Educator will not receive reappointment.

Not Observed/Not Applicable to this position (N/A) -

Job duties of the Unit 18 Educator do not require the skills or competencies described in the evaluation form.

Name:

Department:

Period of Evaluation:

Commitment to Diversity, Equity, and Inclusion	Rating	Comments
<ul style="list-style-type: none"> Models expectations and behaviors that create a positive climate of openness, respect, and care. Has written a curriculum and/or lessons which reflects Geffen Academy's commitment to Diversity, Equity, and Inclusion and Geffen 	Choose an item.	

<p>Academy's foundational documents.</p> <ul style="list-style-type: none"> ● Instructional plans reflect connections to student experiences, culture and developmental characteristics. ● Uses a variety of differentiated instructional methods ● Engages in reflective practice individually, with colleagues, and with students. ● Lessons provide an appropriate level of challenge for all students. ● Actively participates in community and culture building programming. ● Adheres to Geffen Academy's norms and engages with all Educators with respect, professionalism, and collegiality. 		
Curriculum Design	Rating	Comments
<ul style="list-style-type: none"> ● Instructional plan integrates research and outside resources to further content knowledge and pedagogical practices. ● Instructional plan is aligned with and connected to departmental goals ● Instructional plan is aligned with and connected to departmental scope and sequence. ● Has a command of the subject matter and the skills of the discipline. 	Choose an item.	

<ul style="list-style-type: none"> • Adjusts curriculum as necessary by monitoring student progress in skill and content areas throughout the lessons. • Weekly assignments and homework are purposeful; expectations are clear; and homework meets (and does not exceed) homework allocation guidelines. • Classroom activities are planned to support content delivery, foster student inquiry, and utilize multiple modalities. • Classroom activities are appropriate for the skill and developmental level of the students and provide an appropriate level of challenge. • Classroom activities teach and reinforce critical thinking and problem-solving processes. • Selects, develops and uses multiple types of assessments, including the use of various diagnostic, formative and summative assessments. • Analyzes assessment data trends and patterns to measure student learning, anticipate learning obstacles, and modifies instruction to meet student needs. 		
Responsive Teaching	Rating	Comments
<ul style="list-style-type: none"> • Previews class goals daily, and links those goals to overall curricular goals. • Segmenting and pacing of the lesson is appropriate as demonstrated by the learners' responses. 	Choose an item.	

<ul style="list-style-type: none"> • There are opportunities for student-to-student interaction. • There is evidence that the students understand the connection between activities and the stated goals of the lesson. • There is evidence that instructional content is engaging and builds on students' prior knowledge and prior lessons. • Resources used in the course enable student engagement and active learning. • Asks probing questions requiring students to engage in higher order thinking • Provides all accommodations to students as directed by the Student Support Plan. 		
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Classroom Environment	Rating	Comments
<ul style="list-style-type: none"> • Organizes the classroom such that students have equal access to instruction, curriculum, and resources. • Creates and models a classroom environment that shows evidence of rapport and expectations for respectful and supportive interactions with and among students and the Educator. • There is demonstration of regard for student perspectives, experiences and culture. 	Choose an item.	
Student Support	Rating	Comments
<ul style="list-style-type: none"> • Assesses student progress and provides support when appropriate. • Gives timely, consistent, constructive and actionable feedback to students about their progress. • Multiple learning pathways permit students to acquire skills and demonstrate growth. • Educator displays efforts to incorporate and promote practices which enhance and support student wellness. • Knows how to implement student support strategies and how to help a student access support services. 	Choose an item.	
Administrative Expectations	Rating	Comments
<ul style="list-style-type: none"> • Educator is prompt and prepared for classes. • Classroom attendance is taken daily and recorded 	Choose an item.	

<p>in the appropriate database.</p> <ul style="list-style-type: none"> ● Adheres to the school's work schedule and availability as required. ● Utilizes assessment calendar and follows Geffen Academy Portal guidelines. ● Outlook calendars is kept up-to-date. ● Conducts non-instructional duties and supervision as required. ● Provides timely return of graded student work. ● Submits grades and progress reports or comments in a timely manner. ● Refers to and uses Geffen Academy Classroom Observation Process documents as appropriate. ● Adheres to UCLA and Geffen Academy Emergency Preparedness and Safety plans. ● Completes all required university and school trainings. ● Complies with regulations as outlined in the Geffen Academy Family and Employee Handbooks and Student Confidentiality and Records Handbook. ● Follow appropriate approval processes (i.e., tech use, professional development, building use, purchasing). ● Engages in timely and respectful communication with students, families, and 		
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	colleagues (including email, official notes, and meetings)		
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Overall Rating	Comments
Choose an item.	

Educator	_____	_____	_____
	Printed Name	Signature (My signature indicates that I have received a copy of this evaluation)	Date

Department Chair	_____	_____	_____
	Printed Name	Signature	Date

GA APPENDIX C - Geffen Academy Transition

Transition Plan Effective AY 2022-2023 for Existing Educators

Geffen Experience at Renewal Period	Length of Subsequent Appointment (with “Meets” or Above)	Transition for current teachers	School Year of Required Performance Evaluation
1 year	1 year	Performance evaluation to happen in Spring 2023	Spring 2023
2 years	2 years	Performance evaluation to happen in Spring 2024.	Spring 2024
3 years	2 years	Performance evaluation to happen in Spring 2023. With an option for Geffen Academy to conduct a follow-up performance evaluation in Spring 2024.	Spring 2023
4 years	2 years	Performance evaluation (to happen in 2 nd year of two-year appointment)	Spring 2024
5 years	1 year	Performance evaluation (to happen no later than December 2022). They are in the second year of a 2-year appointment/transition.	To be finalized no later than December 2022
6 years	Continuing appt. at start of 7 th year if Excellence is achieved Review outcome is favorable	n/a	n/a

Circumstances for a one-year appointment:

- a) *Partially Meets Expectations will result in a one-year appt.*
- b) *Transitioning current teachers with one-year or five-years’ experience at Geffen Academy*
- c) Geffen Academy has the sole discretion to issue one-year appointments to those GA Educators that will be issued a Performance Improvement Plan (PIP) for FY23.

GA APPENDIX D – Evaluation Process New Hires – 7-1-22

After Ratification for New Educators Appointed Effective 7/1/22 or Later

Geffen Experience at Renewal Period	Length of Subsequent Appointment	Actions for Reappointment	Results of Action(s)
1 Year	2-year 1 year if Educator Receives Partially Meets Expectations	Performance evaluation in Year 1	Exceeds Expectations or Meets Expectations – Educator receives 2-year appointment Partially Meets Expectations – Educator will receive a 1-year appointment w/a Performance Improvement Plan (PIP) Does Not Meet Expectations – Educator will not receive reappointment
3 years (Years 1, 2 & 3)	3-year 1 year if Educator Receives Partially Meets Expectations	Performance evaluation in Year 3 Eligible for Merit Increase at start of 4 th year	Exceeds Expectations or Meets Expectations – Educator receives 3-year appointment Partially Meets Expectations – Educator will receive a 1-year appointment w/a Performance Improvement Plan (PIP) Does Not Meet Expectations – Educator will not receive reappointment.
6 Years (Years 1, 2, 3, 4, 5 & 6)	Continuing Appointment	Excellence Review	Continuing Appointment at start of 7 th year if Excellence is achieved Non-reappointment if Excellence is not achieved

Circumstances for a one-year appointment:

- a) *Partially Meets Expectations will result in a one-year appt.*

GA APPENDIX E – Transition from Fiscal Year to Academic Year

1. Effective July 1, 2022, GA Educators shall transition from fiscal year to academic year employees.
2. No later than July 31, 2022, accrued vacation time shall be paid out as a lump sum, paid at the rate in effect on the date of ratification.
3. For the 2022-2023 academic year, GA Educators will receive appointment letters or notice of non-reappointment no later than April 30, 2022.
4. Appointment transition shall be in accordance with Appendix C.
5. To determine the semester count for a GA Educator prior to conversion to the semester system, one semester shall be apportioned for work performed between July and December and one shall be apportioned for work performed between January and June.
6. Within 60 days of ratification of this Memorandum, UC-AFT and UCLA shall meet to review employee records and reach mutual agreement on the semester count for each individual.
7. Educators shall not be disadvantaged with respect to compensation by the transition from fiscal year to academic year appointments.