



# NON SENATE FACULTY (UNIT 18 ) 2016 NEW AGREEMENT

PRESENTED BY  
UCI  
ACADEMIC PERSONNEL OFFICE &  
LABOR RELATIONS OFFICE

# CURRENT CONTRACT LANGUAGE

*(NO CHANGE FROM LAST AGREEMENT)*

- Art 2 – Academic Freedom
- Art 3 – Academic Responsibilities (legal updates to protected categories)
- Art 9 – Professional Development (changed to use October 2015 FTE to calculate funding)
- Art 10 – Personnel Files
- Art 13 – Travel
- Art 14 – Holidays (minor editorial change)
- Art 15 – Moving Expenses
- Art 16 – Medical Separation
- Art 18 – Resignation
- Art 19 – Reassignment
- Art 22 – Merit Review Process (updated)
- Art 23 – Summer Session (minor editorial change)
- Art 28 – Management Rights
- Art 29 – Academic Calendars
- Art 30 – Discipline & Dismissal
- Art 34 – Immigration Reform
- Art 35 – No Strikes/Lockout (minor editorial change)
- Art 36 – Past Practice
- Art 38 – Severability
- Art 39 – Successors
- Art 41 - Parking



# ARTICLE 21

## COMPENSATION

- 2015-16
  - 3.2% range adjustment with no retroactivity
    - Effective with May 1, 2016 earnings to be paid June 1, 2016
  - July 1, 2016 - 3% range adjustment
  - Ratification one-time lump sum payment
    - \$215 for NSF on pay status on April 1, 2016, at 10% or greater and on pay status on June 1, 2016 pay out date
    - For Law School with semesters, although the service period ends in May, this lump sum payment shall be paid on the last paycheck of the term
    - Payment will be system-generated
      - No dues or fees deducted
- July 1, 2017 2.5% range adjustment
- July 1, 2018 2.5% range adjustment
- FY 2019-20 same range adjustment as non-represented academic employees, including Senate Faculty

# ARTICLE 21

## COMPENSATION (CONT'D.)

- 2017, 2018 and 2019 Special Lump Sum Payments
  - Eligibility
    - Non-UCRP member or actively accruing UCRP service credits
    - Minimum 25% to less than 50% appointment
    - 2 years of service
    - Refer to Article 21, Section F, for eligibility criteria
  - The year after the service year shall be the payout year
  - 5% of earnings in the applicable service year
  - One-time, non-base building
  - No dues or fees deducted; non-UCRP eligible
  - Academic Personnel office will work with UCOP to process these special lump sum payment

## ARTICLE 21 COMPENSATION (CONT'D.)

<b>Service Year</b>	<b>Payout Year</b>	<b>Payout - Quarters</b>	<b>Payout - Semester</b>
<b>July 1, 2015 – June 30, 2016</b>	<b>Service in at least 1 term July 1, 2016 – June 30, 2017</b>	<b>July 1, 2017 (quarter)</b>	<b>June 1, 2017 (semester)</b>
<b>July 1, 2016 – June 30, 2017</b>	<b>Service in at least 1 term July 1, 2017 – June 30, 2018</b>	<b>July 1, 2018 (quarter)</b>	<b>June 1, 2018 (semester)</b>
<b>July 1, 2017 – June 30, 2018</b>	<b>Service in at least 1 term July 1, 2018 – June 30, 2019</b>	<b>July 1, 2018 (quarter)</b>	<b>June 1, 2019 (semester)</b>



# ARTICLE 1

## RECOGNITION

- Addition of 5 new titles for Law School's semester programs
  - 1636 Lecturer – Academic Year 1/10 Payment
  - 1637 Lecturer – Academic Year 1/10 Payment Continuing Appointment
  - 1646 Senior Lecturer Academic Year 1/10 Payment
  - 1647 Senior Lecturer – Academic Year 1/10 Payment Continuing Appointment
  - 1654 Continuing Appointment – Temporary Augmentation 1/10 Payment

# ARTICLE 4

## NON-DISCRIMINATION

- Combined Non-Discrimination in Employment and Sexual Harassment articles into one article
- Updated to include current legal definitions and compliance with the new policy
- Defined resolution procedures for grievances alleging sexual harassment and/or discrimination includes investigation by responsible campus office (Title IX/EEO) prior to step 1 response



# ARTICLE 5

## DESCRIPTION OF UNIT TITLES

- Proper use of Adjunct Professor and Visiting Professor Appointment titles
  - Adjunct and Visiting Professor responsibilities must include service and research at UC, in addition to teaching assignment(s)
  - Appointment Form should reflect all three areas of assignment
  - Teaching load must be less than for Unit 18 lecturers in the same department, program or unit



# HEALTH SCIENCES EXCLUSION SIDELETTER

- Important note to those in SOM, Public Health, Nursing, and Pharm Sciences
- If no NSF are currently employed in a health sciences department, and the AFT alleges misclassification pertaining to Adjunct or Visiting Professor titles, the avenue for redress is solely through PERB
- In health sciences departments where NSF perform service, the AFT will first pursue allegations as noted above through PERB; should PERB decline to exercise jurisdiction they may file a grievance through arbitration
- Health Sciences reporting exclusion
  - Health Sciences professional schools and programs shall be excluded from reporting in the annual visiting appointments and Adjunct Professors report

# ARTICLE 6

## ACADEMIC YEAR APPOINTMENTS

- The University **shall** appoint NSF on a 9/12 basis when:
  - The University intends to appoint for 3 quarters or 2 semesters in a single department, program or unit prior to the commencement of the fall term
- 1/9 and 1/10 is the exception and not the rule
- 1/9 and 1/10 appointments affect benefits and retirement and can create unintended lapses in coverage



# ARTICLE 7A

## PRE-SIX APPOINTMENT AND REAPPOINTMENT

### *FORMERLY NSF APPOINTMENTS*

- 6% salary increase upon reappointment to a 10<sup>th</sup> quarter and 7<sup>th</sup> semester of service
- More opportunities for pre-6 NSF to gain term credit towards continuing status
  - Cross listed courses
  - Previous experience at another UC campus in the same or similar discipline maximum 3 quarters or 2 semesters
  - NSF obligated to request
  - Academic Personnel Office will provide campus guidelines for consideration of these requests

# ARTICLE 7A PRE-SIX APPOINTMENT AND REAPPOINTMENT (CONT'D.)

- Copies of classroom observation reports and student evaluations provided to NSF, upon request
- Electronic job posting when practicable – lecturer recruitments are in AP Recruit (<https://recruit.ap.uci.edu>)
- Additional requirements for appointment forms
  - Should be issued 30 calendar days before the start of the service period
  - Need to reflect the following info (same new requirement for all appointment/reappointment letters):
    - NSF represented by the AFT
    - Terms and conditions of appointment are in the MOU
    - Website addresses of the University and the AFT and a link to the MOU
- Reappointment
  - AP has posted language in section F.1.c. “demonstrated competence in the field, ability in teaching...” on website



# ARTICLE 31

## PRE-SIX MENTORING MEETING

- To provide verbal feedback for mentoring purposes only
- Offered one time to Pre-6 NSF in the academic year in which the 9<sup>th</sup> quarter or 6<sup>th</sup> semester takes place
- This not connected to any formal personnel review
- Feedback given in meeting – positive or negative – shall not be considered in a reappointment decision or in an excellence review

## ARTICLE 31

### PRE-SIX MENTORING MEETING (CONT'D.)

- Feedback is based on performance of the most recent 6 quarters or 4 semesters of work
- Use of materials during the mentoring meeting does not preclude their use in future formal academic personnel review
- No obligation to consider materials beyond the following:
  - Student evaluations
  - Classroom visits, if conducted
  - Syllabi / instructional materials



## ARTICLE 31 – PRE-SIX MENTORING MEETING (CONT'D.)

- Process
  - University shall notify NSF 30 days in advance of the meeting
  - If the NSF declines meeting, he/she must do so in writing
  - Form documenting occurrence of meeting shall be signed by NSF and Chair and placed into the NSF's personnel file
    - No documentation of oral feedback
  - Should either party postpone the meeting, the party that postpones must reschedule within 30 days

## ARTICLE 7B

# PROCESS FOR ACHIEVING CONTINUING STATUS/APPOINTMENTS

*FORMERLY PROCESS FOR INITIAL CONTINUING APPOINTMENTS*

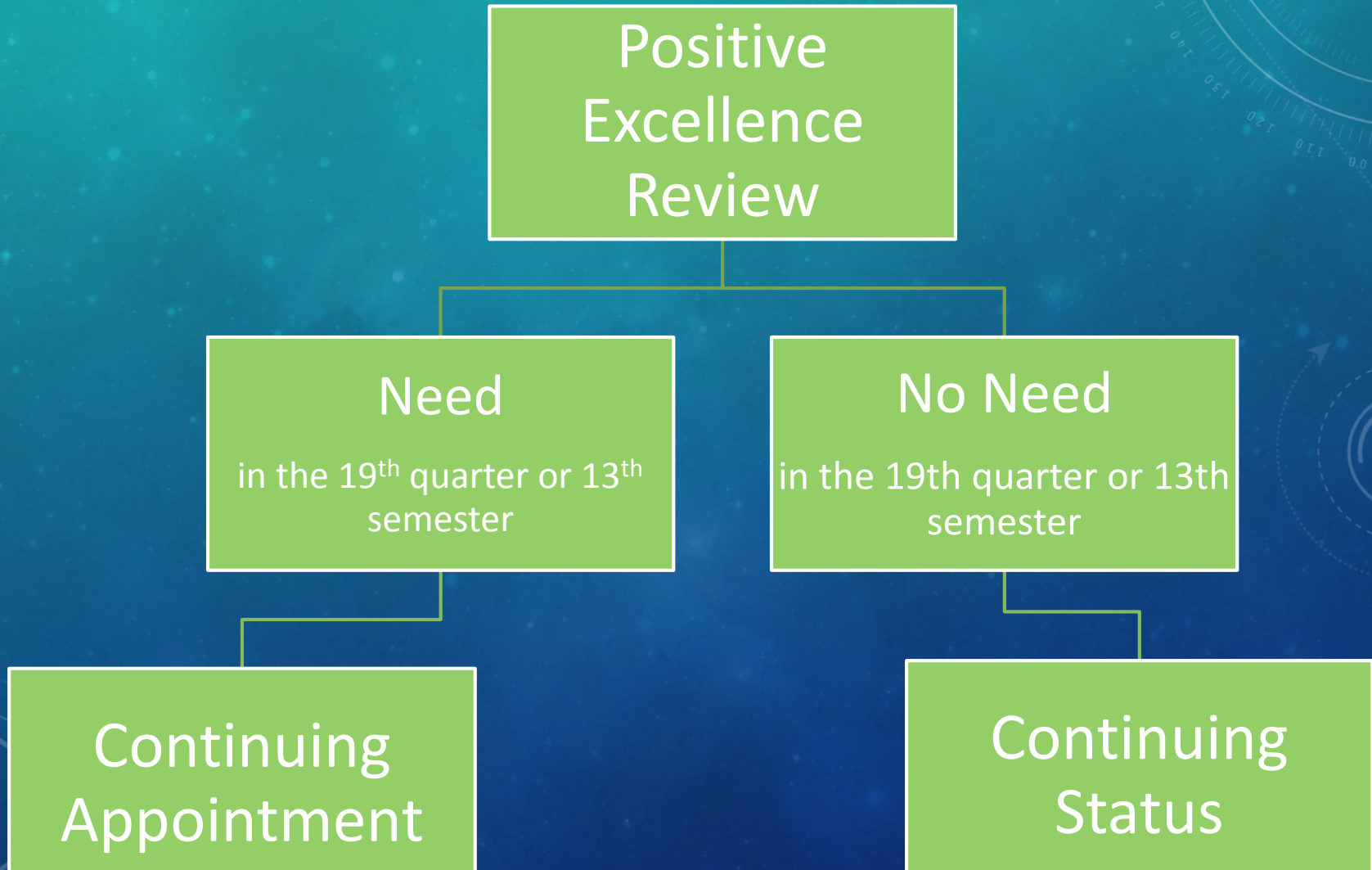
- Formal needs assessment eliminated!
- Pre-6 lecturer appointed to 18<sup>th</sup> quarter or 12<sup>th</sup> semester will trigger the University to conduct the excellence review in the academic year in which the 18th quarter or 12th semester of service occurs
- At least 30 days advance notice to NSF of excellence review. If less than 30 days, request for extension shall not be unreasonably denied.
- University shall provide timely notice to an NSF who is not deemed excellent - NSF will be released at the end of his/her current appointment and is not eligible for reappointment in the department, program or unit



# ARTICLE 7B

## PROCESS FOR ACHIEVING CONTINUING STATUS/APPOINTMENTS

*FORMERLY PROCESS FOR INITIAL CONTINUING APPOINTMENTS*



# ARTICLE 7B

## PROCESS FOR ACHIEVING CONTINUING STATUS/APPOINTMENTS (CONT'D.)

- Continuing Status – New Concept
  - NSF has continuing status after positive excellence review and after performing service in the 18<sup>th</sup> quarter or 12<sup>th</sup> semester
- If instructional need has changed and there is no longer a need for a continuing appointment: NSF will be given continuing status and have the right of first refusal for 2 years to NSF work for which they are qualified



## ARTICLE 7C

### CONTINUING APPOINTMENTS

- For NSF with continuing status for whom instructional need has been established in a department, program or unit
- The initial continuing appointment percentage is at least equal to that of the previous academic year
- If there is a need to reduce the continuing appointment percentage, UC shall inform the NSF of the reason(s) with a copy to the AFT
- The University shall not reduce the appointment percentage in the year prior to the excellence review or in the excellence review year itself solely to reduce the continuing appointment percentage

# ARTICLE 8

## INSTRUCTIONAL SUPPORT

- Added internet, web-based tools, and email to instructional resources
- Access to email and online course databases 14 days in advance of the start of assigned teaching responsibilities, whenever practicable, but no later than 1 business day after NSF begins teaching
- Access to University email in accordance with local campus policies in effect at the time of separation
- Campus must include NSF on:
  - Updatable online schedule of classes
  - Campus online directory
- Departments, programs or units should:
  - List NSF on departmental website
  - List NSF in physical directories, i.e. signage where it exists
  - Provide NSF access to their own faculty web page



# ARTICLE 12

## LEAVES OF ABSENCE/ASMD

- Leaves article is the comprehensive and total terms for leaves available for NSF including:
  - Family Medical Leave (FML)
  - Pregnancy Disability Leave (PDL)
    - 6 weeks paid if eligible
  - Parental Leave
    - Baby-bonding (FML) or non-FML
  - Paid Medical Leave and Sick Leave
  - Bereavement, Jury, Witness, Military/Caregiver Leaves

# ACTIVE SERVICE MODIFIED DUTIES (ASMD)

- Period during which normal duties may be reduced or extra support provided for new parents (benefit different than APM 760)
- Eligibility
  - Full time appointment for a full academic year
  - Responsible for 50% or more for care of the child
- Birth mother:
  - Up to two quarters or two semesters, including childbearing leave
- Other parent :
  - Up to one quarter or semester
- Written request to the department chair for University approval



# ARTICLE 17

## LAYOFF/REDUCTION IN TIME

- Revamped language including definitions
  - What is a layoff and a reduction in time
  - Pre-6 are term appointees
    - If separated at expiration of their appointment, does not constitute a layoff
- Special skills, knowledges and abilities considered first then seniority order if SKA's are equal
- Seniority order
  - Continuing Appointee
  - Continuing Status
  - Pre-6

## ARTICLE 17

### LAYOFF/REDUCTION IN TIME (CONT'D.)

- No changes to notice requirements
- Separate detailed sections for:
  - Pre-6 appointee
  - Continuing appointees
    - Full layoff
    - Reduction that exceeds 1 IWC
    - Reduction that does not exceed 1 IWC
- Meet & discuss/consult
  - If requested by the Union, the University will meet within 15 days to discuss the effect of layoffs



## ARTICLE 17

### LAYOFF/REDUCTION IN TIME (CONT'D.)

- NSF may volunteer for layoff or reduction in time however the University shall not solicit volunteers
- University transmit copy to AFT of NSF's voluntary acceptance of a layoff
- Volunteer entitled to applicable notice and reemployment rights

# ARTICLE 24

## INSTRUCTIONAL WORKLOAD

- Clarified language on courses valued at other than 1 IWC to reflect actual practice
- University has sole discretion to average workload over two or more adjacent quarters, provided appointment does not exceed 100% in the total appointment:
  - Can no longer hire lecturer for one quarter at over 100%. This can cause ACA implementation issues, including department required to pay for medical premium for months when lecturer is not assigned work but receiving pay.



# ARTICLE 32

## GRIEVANCE PROCEDURE

- File grievances and appeals by email, as well as US mail and hand delivery
  - No longer file by facsimile
  - No longer follow up email filing with hard copies
- Informal Resolution (Optional)
  - Discussion within 15 days of when NSF became aware (reduced from 30 days)
  - Oral response within 5 days of date of informal discussion (reduced from 10 days)
- 30 days to initially file grievance at Step 1 (reduced from 45 days)
  - Including separation
  - 7 days to cure procedurally deficient grievances
- Step 2
  - Process to amend a step 2 appeal no later than the step 2 meeting which automatically extends the University's response by 15 calendar days

# ARTICLE 33 ARBITRATION

- Streamlined process of selection of the arbitrator
- Bifurcation of arbitrability from merits
  - Two separate arbitrators to hear each case
- 2 Panels of 11 arbitrators
  - 1 for north, 1 for south
  - In appendix \_\_\_\_



# ARTICLE 42

## ON LINE INSTRUCTION

- The MOU applies equally to NSF teaching an online course or an in-person course
  - Review the online course to determine if the IWC valuation is appropriate under Article 24
- NSF qualified to teach a course shall not be laid off solely because they have to be retrained to teach in an online format
- Eliminated automatic University reporting obligations

# RESOURCES

- [Unit 18 MOU: http://ucnet.universityofcalifornia.edu/labor/bargaining-units/ix/index.html](http://ucnet.universityofcalifornia.edu/labor/bargaining-units/ix/index.html)
- [Academic Personnel Unit 18 webpage: http://ap.uci.edu/unit18/index.html](http://ap.uci.edu/unit18/index.html)
- Your Academic Personnel personnel analysts
- Your Labor Relations Consultants