



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.)

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

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 10th quarter and 7th 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 9th quarter or 6th 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

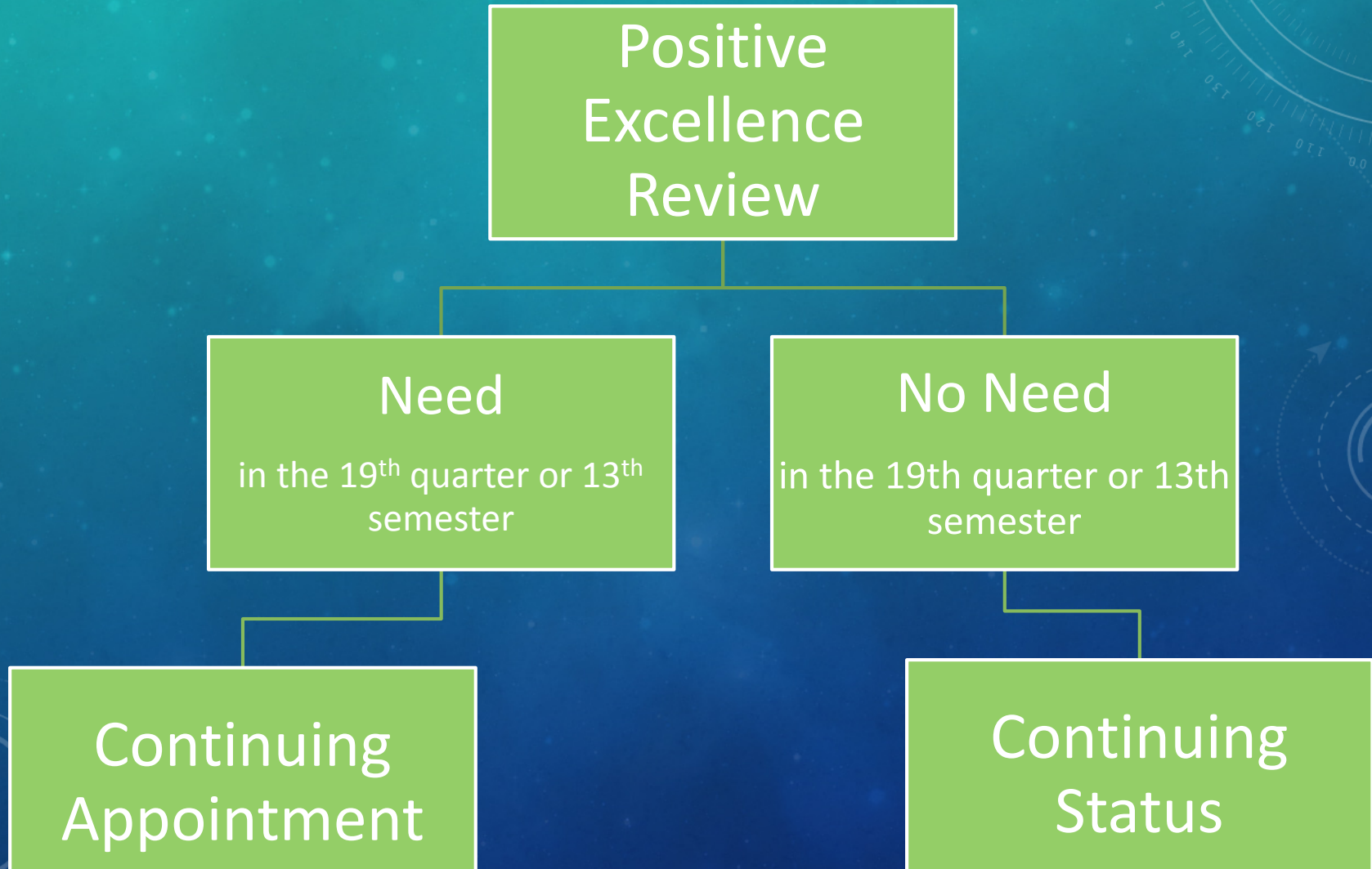
FORMERLY PROCESS FOR INITIAL CONTINUING APPOINTMENTS

- Formal needs assessment eliminated!
- Pre-6 lecturer appointed to 18th quarter or 12th 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 18th quarter or 12th 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>
- Academic Personnel Unit 18 webpage: <http://ap.uci.edu/unit18/index.html>
- Your Academic Personnel personnel analysts
- Your Labor Relations Consultants