

**Non Senate Faculty/Unit 18 – Lecturers
2016 Successor Agreement**



U N I V E R S I T Y O F C A L I F O R N I A : I T S T A R T S H E R E

Effective Date

- The parties reached agreement on February 5, 2016, after almost a year of bargaining
- The UC-AFT ratified the Agreement on February 29, 2016
- It will be in effect until January 31, 2020
- No reopener negotiations

Current Contract Language

(No change from last agreement)

- Art 2 – Academic Freedom
- 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 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

Formerly Salary

- 2015-16
 - 3.2% range adjustment with no retroactivity
 - Effective with May 1, 2016 earnings to be paid June 1, 2016
 - 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
 - Payment will be system-generated
 - No dues or fees deducted

Article 21 Compensation (cont'd.)

- July 1, 2016 3% range adjustment
- 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 5

Description of Unit Titles

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

Article 6

Academic Year Appointments

- The University shall appoint NSF on a 9/12 basis when:
 - The University intends to appoint for 3 quarters in a single department, program or unit prior to the commencement of the fall term
- 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 4th year of service - *may require a 1% adjustment for AY 15-16.*
- More opportunities for pre-6 NSF to gain term credit towards continuing status (check with local Academic Personnel Office for guidelines)
 - Cross listed courses
 - Joint appointments
 - Previous experience at another UC campus in the same or similar discipline maximum 3 quarters
 - NSF obligated to request
 - Campus retains discretion to count these additional terms

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
- Additional requirements for letters of appointment
 - Due 30 calendar days before the start of the service period
 - 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

Article 7B

Process for Achieving Continuing Status/Appointments

Formerly Process for Initial Continuing Appointments

- Modifies instructional need determination:
 - If appointed to 18th quarter, then need is presumed, and the University shall conduct the excellence review
- Typically, the excellence review shall be conducted in the academic year in which the 18th quarter 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

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 day after NSF begins teaching
- Access to University email in accordance with local campus policies in effect at the time of separation (PPM 135-5)

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

New Article “31”

Pre-Six Mentoring Meeting

- University shall provide verbal feedback for mentoring purposes only
- Offered one time to Pre-6 NSF in the academic year in which the 9th quarter 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
- Verbal feedback from departmental chair or designee

Article “31” – Pre-Six Mentoring Meeting (cont’d.)

- Feedback is based on performance of the most recent 6 quarters 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

Campus Side Letters

There was significant concern within AFT regarding, what appeared to them, to be UCSD's practice of contract avoidance. In order to reach an understanding of departmental practices at UCSD we have agreed to a "side letter" to the contract agreement. To that end, the campus will form a working group to meet and discuss departmental decisions to not reappoint NSF faculty in six designated departments – though data will be collected campus-wide. The working group will consist of representatives from UCOP, UCSD and UC-AFT.

In preparation for working group meetings the side letter has identified time frames for submission of material including a UCSD provided list of all NSF in each of the identified departments that had a pre-six year lecturer appointment. This list will also designate who was not re-appointed for the applicable review year and the reason for the non-reappointment(s).

Implementation of the side letter will require substantial process development and staff training and each Division has been asked to select participants to be a part of the implementation work group. Once mechanisms for data collecting are in place, APS and Labor Relations will host several training sessions targeted specifically for implementation of the campus side letter.