LABOR RELATIONS: IX TENTATIVE AGREEMENT – SUMMARY OF MAJOR CHANGES

Prepared: 2-16-16

ARTICLE 1: RECOGNITION

The following titles were added:
1. 1636 – Lecturer – Academic Yea 1/10 payment;
2. 1637 - Lecturer – Academic Year 1/10 payment – Continuing Appointment;
3. 1646 – Senior Lecturer – Academic Year 1/10 payment;
4. 1647 – Senior Lecturer – Academic Year 1/10 payment – Continuing Appointment; and
5. 1654 – Continuing Appointment – Temporary Augmentation 1/10 payment.

ARTICLE 2: ACADEMIC FREEDOM

The parties agreed to current contract language.

ARTICLE 3: ACADEMIC RESPONSIBILITY

1. In order to reflect current law, Section B.3(b) was changed to add:
   a. Color
   b. A definition of sex to include gender, pregnancy, childbirth, medical conditions related to breastfeeding
   c. A definition of medical condition to include cancer related or genetic characteristics
   d. 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.
2. Section B.4 (f) was adjusted to reflect the same changes as those made in Section B.3 (b).

ARTICLE 4: NON-DISCRIMINATION IN EMPLOYMENT

1. In order to reflect current law, Section A was changed to:
   a. Add a definition of sex to include gender, pregnancy, childbirth, medical conditions related to breastfeeding
   b. Add a definition of medical condition to include cancer related or genetic characteristics.
   c. Add a definition of covered veteran to include special disabled veteran, recently separated veteran, Vietnam era veteran, any veteran who served on an expedition, and service in the uniformed services as defined by the Uniformed Services Employment and Re-employment Act of 1994, state military and naval service.
2. Section B.1 was changed to include unwelcome “nonverbal” advances as a form of sexual harassment.
3. Section B. (c) was modified to clarify conduct as that which interferes with the NSF’s work performance or creates an intimidating, hostile, or offensive work environment.

4. Clarification was added to state that nothing in the article is intended to be in conflict with the University Policy on Sexual Harassment/Sexual Violence.

5. Section C, was amended to specify that any timely grievance that includes an alleged violation of Article 4 is to be forwarded to the campus office responsible for investigating claims of discrimination and/or sexual harassment. The section also establishes a 60 working day time frame for completion of such investigations.

6. Section C also establishes that the Title IX office and the Offices of Equal Opportunity shall be responsible for investigations.

ARTICLE 5: DESCRIPTION OF UNIT TITLES

1. Claims that the University has misused the Adjunct Professor or Visiting Appointment title for an individual person will be subject to grievance and arbitration clauses of the contract rather than being pursued through PERB.

2. All other claims that an NSF has been improperly appointed to a non-unit title are to be pursued through PERB unless PERB declines to exercise jurisdiction. In such case, the union can file a grievance.

ARTICLE 6: ACADEMIC YEAR – APPOINTMENT

1. If the University intends to appoint an NSF for the entire academic year, the University will appoint the NSF to an academic-year appointment.

2. The service period for an academic-year appointment will begin and end with the commencement of the fall term and end with the completion of the spring term. The pay period for an academic year appointment will be July 1, through June 30.

3. If the University intends to appoint an NSF for one term, the 1/10 payment title will be used.

4. An NSF appointed for a full academic year at a variable percentage of time in each term will be on a variable time appointment for benefits purposes.

ARTICLE 7a: PRE-SIX APPOITNMENT AND REAPPOINTMENT

1. Language was added to clarify that the University has the right to determine the regularly scheduled time and location of a course.
2. When a course is cross-listed, the NSF may request to receive credit toward a Continuing appointment in either department. The granting of such a request is at the sole non-grievable discretion of the University.

3. When practicable, the University commits to electronically post NSF job opportunities.

4. No later than 12 months from the date of hire, an NSF who has worked at on another campus may request the University to provide credit toward the Excellence Review for up to two semesters for work in the same or similar discipline. If the request is granted the time granted will not be counted for any other purpose including the 4th year increase. The decision by the chair in this matter is not grievable or arbitrable.

5. The University will post the review criteria from Article 7a, Section F. (c) on a central website.

6. The fourth year increase will be at least 6%.

ARTICLE 7b: PROCESS FOR ACHIEVING CONTINUING STATUS AND CONTINUING APPOINTMENTS.

1. When an NSF receives an appointment that includes a 12th semester in the department, the University is obligated to conduct an Excellent Review.

2. No less than 30 calendar day prior to the commencement of a review for a Continuing appointment, the University shall notify the NSF in writing of the review, its timing, criteria, and the procedure that will be followed.

3. The NSF has the right to submit a written response to the recommendation from the department, program or unit and that response will be included in the Excellence Review file.

4. The University shall complete the Excellence Review prior to the completion of the 13th semester, unless the NSF does not provide service in the 12th semester.

5. NSF who have achieved Continuing status will be notified prior to the end of the 12th semester.

6. Either Continuing Status or a Continuing appointment shall commence at the start of the 13th semester, regardless of when the excellence review is completed.

7. If an NSF is not deemed excellent the University shall give the NSF timely notice.
8. If an NSF has achieved Continuing status, but there has been a determination that there is not instructional need in the 13th semester, the University shall notify the NSF by the end of the 12th semester, and the NSF will have 2 years of re-employment rights.

ARTICLE 7c: CONTINUING APPOINTMENTS

1. The University will not be required to provide a copy of the collective bargaining agreement with the appointment letter. The appointment letter will contain a statement that the NSF are represented by the UC-AFT, the fact that the terms of the appointment are contained in the Agreement, the web site for the agreement, and the website addresses for both the UC-AFT and the University.

2. If the initial Continuing appointment percentage is less than the NSF’s appointment percentage during the previous academic year, and that reduction is no more than one course after the Continuing Appointment letter is issued, the NSF shall receive 30 calendar days written notice of the change.

3. UC-AFT will receive a copy of the notice change in appointment percentage...

ARTICLE 8: INSTRUCTIONAL SUPPORT

1. Instructional support resources have been revised to include: internet connection; training and support for web-based tools; and email.

2. NSF teaching online courses will have access to email and online databases at least 14 calendar days prior to the start of the assigned teaching responsibilities.

3. To the extent that infrastructure and email resources are available: NSF teaching courses and sections shall be listed by name in the online schedule of classes; NSF shall be listed in the online directory; NSF may be listed on departmental websites and provided access to their own faculty web page; and NSF may be included in physical directories and department signage.

4. If the Union requests information about campus instructional development grants for the previous year, the University will include names, funding request amounts, and actions taken for any NSF.

ARTICLE 9: PROFESSIONAL CONCERNS, MEETINGS AND PROGRAMS

1. When an NSF is on a Professional leave, the NSF will be responsible for fulfilling instructional duties other than providing instruction and meeting student contact hours.
2. The Professional Development fund will be allocated as of October 1 each year. The funding base will be based upon the October 1, 2015 FTE count. This amount will be adjusted on October 1, 2019.

ARTICLE 11: BENEFITS

1. The University will provide notice if it makes changes to the retirement program with the exception of the 2016 tier.

2. All NSF in the 2016 tier will contribute at the same rate as the 2013 tier.

3. If a 1/10 Academic Year appointee becomes UCRP eligible based upon appointment duration or the 750 hour rule, the NSF will receive accelerated UCRP credit.

4. NSF are responsible for maintaining benefits coverage during the Benefits Bridge period.

ARTICLE 12: LEAVES OF ABSENCE

1. An NSF who has served for at least 12 consecutive months will receive at least her approved base salary for up to 6 weeks when she is unable to perform her normal University obligations due to pregnancy.

2. NSF who have not served for at least 12 consecutive months will receive base salary for one working day of leave per month for each month of full-time employment. Part-time NSF who work at least 50% of full-time will receive leave at a pro-rated rate.

3. An NSF may receive full-time or part-time parental leave without pay for up to one year to care for a child. Such leave does not extend beyond the end date for the appointment.

4. An NSF may be eligible for Active Service Modified Duties (ASMD) to care for a newborn child or a child under the age of 5 who is adopted by or placed in foster care with the NSF. An NSF who is the birth mother and who has a full-time appointment for at least one full academic year is eligible for a total period of ASMD of two semesters. An eligible NSF who is not the birth mother and has a full time appointment for at least one full academic year shall receive one semester of ASMD.

ARTICLE 14: HOLIDAYS

Language was updated to reflect the University holiday on the last Friday in March.

ARTICLE 1: LAYOFFS

1. The language of the article regarding reduction in time was clarified.

2. Language was added to identify that NSF with Continuing appointments have seniority over NSF who have been approved for but not begun their Continuing appointments.
3. A minimum of 30 calendar days pay in lieu of notice will be provided for reduction in time and/or layoff. Other provisions of the Layoff article may extend this notice and/or pay period.

4. Continuing appointees must be given 12 months of notice of a layoff or pay in lieu of notice.

5. The UC-AFT has 15 days from the date of issuance of the layoff notice to request to meet-and-discuss regarding the effects of the layoff.

**ARTICLE 20: REHABILITATION**

1. The article was renamed “Reasonable Accommodation” and the language was updated to reflect current legal obligations.

2. Provision is made for the University to require a University appointed health care provider to confirm restrictions/accommodation.

**ARTICLE 21: COMPENSATION**

1. Within 60 days after ratification NSF salary ranges and salaries will be adjusted by 3.2%

2. 7/1/16 NSF salary ranges and salaries will be adjusted by 3%

3. 7/1/17 NSF salary ranges and salaries will be adjusted by 2.5%

4. 7/1/18 NSF salary ranges and salaries will be adjusted by 2.5%

5. In FY 2019-20 NSF will receive general range adjustments in an amount equal to the general range adjustments provided for non-represented academic employees, including Senate Faculty.

6. A Ratification Lump Sum Payment of $215 (non-base building, non-UCRP eligible) payment will be paid to anyone employed 10% or greater in the bargaining unit as of 4/1/16. This amount will be paid with May earnings pay on June 1, 2016.

7. Special Lump Sum Payments.
   a. Eligibility
      i. To be eligible for these payments, the NSF must have an appointment of at least 25%, but less than 50% in the Service Year.
      ii. The NSF must have accrued 4 semesters of service in the bargaining unit between January 1, 2000, and the end of the Service Year.
      iii. The NSF must have an active bargaining unit appointment in one or more terms during the Payout Year.
      iv. The NSF cannot be an active participant in UCRP during any point in the Service Year.
v. If the NSF has appointments on multiple campuses, the NSF is eligible for the Special Lump Sum on the home campus

b. 2017 Special Lump Sum (non-base building, non-UCRP) payment will be made to eligible NSF on June 1, 2017. Eligibility will be based upon Service Year – July 1, 2016-June 30, 2017

c. 2018 Special Lump Sum (non-base building, non-UCRP) payment will be made to eligible NSF on June 1, 2018. Eligibility will be based upon Service Year – July 1, 2017-June 30, 2018.

d. 2019 Special Lump Sum (non-base building, non-UCRP) payment will be made to eligible NSF on June 1, 2019. Eligibility will be based upon Service Year – July 1, 2018-June 30, 2019.

ARTICLE 22: MERIT REVIEW PROCESS

1. Language of the contract was changed to state that the UC-AFT must request a list of the NSF who were considered for a merit review in the previous year.

ARTICLE 23: SUMMER SESSION

1. NSF whose appointments are not contingent upon enrollment will receive 7 days of notice of class cancellation.

2. Appointment letters will contain: a statement that NSF are represented by the UC-AFT; a statement that the terms and conditions of appointment are contained in the Agreement; and the Web Site addresses of both the University; and a link to the MOU.

ARTICLE 24: INSTRUCTIONAL WORKLOAD

1. A full-time load for a 100% NSF who teaches writing and foreign language courses will not exceed five instructional offerings/classes/courses/sections on a semester campus.

2. The University has the sole discretion to average workload across adjacent semesters.

3. Instructional Workload Course has been changed to Instructional Workload Credit.

ARTICLE 25: UNION RIGHTS

1. Language was clarified to identify that the MOU does not preclude NSF participation on campus or systemwide committees.

2. The University and the Union will hold annual workload meetings.

3. Printing of the agreement has been eliminated. The agreement will be made available electronically

4. Appointment letters will contain a link to the UC-AFT web site.
ARTICLE 26: RELEASE TIME FOR UC-AFT BUSINESS

The number of Union bargaining team members has been increased to 10 with no more than one per campus department.

ARTICLE 27: PAYROLL DEDUCTIONS

1. The UC-AFT will provide the payroll dues deduction authorization forms.

2. Per the “Agreement” the deduction forms will be signed electronically and provided to UC via email.

ARTICLE 32: GRIEVANCE PROCEDURE

1. Grievances may be submitted via email.

2. Timeliness for submission of mailed grievances will be determined by the postmark.

3. The deadline for initial filing has been reduced to 30 calendar days from 45 calendar days.

4. If the University identifies procedural deficiencies, the grievant is given 7 calendar days to resubmit.

ARTICLE 37: WAIVER

1. The language was clarified to include continuance of presidential and regent policies pertaining to Sexual Harassment/Sexual Violence, Whistleblower, and Whistleblower protection.

2. Provisions of APM 660, 662, and 665 were excluded

3. New Universitywide policies procedures and rules will apply only if the UC and the UC-AFT execute an agreement.

ARTICLE 40 DURATION

1. The agreement expires on January 31, 2020

2. Reopener negotiations commence on February 1, 2019.

ARTICLE 42: ONLINE INSTRUCTION

1. All terms of the agreement pertain to online instruction.
2. The University cannot layoff or reduce the appointment of an NSF because he or she requires training to teach a course in an online format.

ARTICLE XX: PRE-SIX YEAR MENTORING MEETING

1. A mentoring meeting will occur during the academic year in which the sixth semester of service by the NSF occurs.

2. The University will notify the NSF 30 calendar days in advance of the mentoring meeting.

3. Performance feedback shall be based on the performance of assigned duties from the most recent 4 semesters of previous work in the department.

4. The Chair or designee shall provide feedback on an NSF’s performance.

5. The performance feedback will be based upon: student evaluations; classroom visits if conducted; and syllabi and examples of instructional materials.

6. A form documenting the occurrence of the meeting, signed by the Chair or designee will be placed in the NSF’s personnel file.

7. If the NSF declines the meeting, the declination must be in writing.

APPENDIX B: ENUMERATION OF UNIVERSITY BENEFITS

1. Prospectively, expanded UCRP membership is applicable to certain lecturers using a 50% time worked eligibility standard tied to the academic year (9 months).

2. The expanded UCRP eligibility criteria will result in treating Lecturers who work 750 hours during a 12-month period in an equivalent manner as employees who work 1,000 hours