Non-Senate Faculty
Unit 18: Lecturers & STE
IX New Agreement
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
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
Changes not covered in this training

- Art 1 – Recognition
- Art 3 – Academic Responsibility
- Art 4 – Non-Discrimination
- Art 9 – Professional Concerns, Meetings and Programs
- Art 20 – Reasonable Accommodation
- Art 23 – Summer Session
- Art 25 – Union Rights
- Art 26 – Release time for Union Business
- Art 27 – Payroll Deductions
- Art 32 – Grievance Procedure
- Art 33 – Arbitration
- Art 37 – Waiver
- Sideletters
Article 21
Compensation

• 2015-16
  – 3.2% range adjustment effective May 1, 2016
  – $215 ratification lump-sum payment if on pay status on Spring 2016 at 10% or greater

• 7/1/16: 3% range adjustment
• 7/1/17: 2.5% range adjustment
• 7/1/18: 2.5% range adjustment
• 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
    • 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 is the payout year
  – 5% of earnings in the applicable service year
  – One-time, non-base building
  – No dues or fees deducted; non-UCRP eligible
Article 5
Description of Unit Titles

• Proper use of Adjunct Professor (paid) and Visiting Appointment titles
  – Adjunct and Visiting Professor responsibilities must include service and scholarly/creative contributions at UC, in addition to teaching assignment(s)
  – Department appointment letters should discuss all three areas of assignment
  – Approval letters will have added wording
  – Teaching load must be less than for Lecturers
Article 6
Academic Year Appointments

• Must appoint on a 9/12 basis when:
  – The intention is to appoint for 3 quarters prior to the commencement of the fall term

• 9/9 only for intermittent appointments
Article 7A

Pre-Six Appointment and Reappointment

• **6% salary increase** at the 10\textsuperscript{th} quarter of service.

• New opportunities for pre-6 NSF to gain credit towards continuing status
  – Cross listed courses
  – Previous experience at another UC campus in the same or similar discipline maximum 3 quarters
  – NSF obligated to request
  – At the campus’ discretion. Requires AVC approval
Article 7A

Pre-Six Appointment and Reappointment

- Assessment when considering reappointment.
  - Before the decision to reappoint or not
  - In accord with department procedures; must be applied equitably
  - Notify NSF of time, assessment criteria, and form of assessment
  - NSF may provide materials
Anti-Churning

• Pre-six are term appointees with no expectation of reappointment
• However, contract prohibits non reappointment decisions for the purpose of avoiding continuing appointments / status
• The AFT is scrutinizing non-reappointment decisions to determine whether or not there is churning
Article 7B
Process for Achieving Continuing Status/Appointments

• No more 15\textsuperscript{th} quarter needs request:
  – If appointed to 18\textsuperscript{th} quarter, then need is presumed, and the excellence review must be conducted

• The excellence review will be conducted early in the 18\textsuperscript{th} quarter of service.
  • AP will provide departments with eligibility list in advance of 17\textsuperscript{th} quarter
Negative Excellence Review

- NSF will be released at the end of his/her current appointment and is not eligible for reappointment in the department.
Article 7B
Process for Achieving Continuing Status/Appointments (cont’d.)

Positive Excellence Review

Need
in the 19th quarter or 13th semester
Continuing Appointment

No Need
in the 19th quarter or 13th semester
Continuing Status
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.

• Instructional need still occurs, but it doesn’t impact continuing status, only the future of the initial continuing appointment.
  – Narrow window for assessment
  – If need does change, NSF will only have continuing status

• NSF with continuing status shall have the right of first refusal for 2 years to NSF work for which they are qualified
Article 7C
Continuing Appointments

• Found to be excellent and instructional need

• 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, consult with AP and LR to assure correct process and notifications.

• Can 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 day after NSF begins teaching

• Access to University email in accordance with local campus policies in effect at the time of separation
Article 8
Instructional Support (cont’d.)

• Campuses 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 11
Benefits

• NSF receive the same UCRP options in the new tier as applied to Senate Faculty regarding cap on pensionable pay and DCP options

• Side-note: New retirement plan considerations on timing for 9/12 appointments
Article 12
Leaves of Absence/ASMD

• Updated to contain all leave information 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
Paid Medical Leave

• Eligibility
  – Full time appointment for a full academic year
  – Ones own medical condition

• Amount of leave
  – Two quarters in first 10 years of employment
  – Three quarters in each successive 10 year period

• UCSB will continue past practice
Active Service Modified Duties (ASMD)

• Period during which normal duties may be reduced or extra support provided for new parents
• 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, including childbearing leave
• Other parent
  – Up to one quarter
Article 22
Merit Review Process

• Minimum of 6% merit increase and in increments of 3%
Article 24
Instructional Workload

• Workload averaging
  – May average workload over two or more adjacent quarters in the same academic year
  – Can only average into a quarter where already employed
  – Total paid appointment may not exceed 100% in any quarter
  – Workload may not exceed three courses at any time
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
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
- Not a 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
• 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
  – Academic Personnel will provide eligibility list in spring for the upcoming year
  – Department 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 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
Questions