

PREAMBLE

- A. This Memorandum of Understanding is entered into by The Regents of the University of California, a corporation, hereinafter referred to as the "University" and the University Council, American Federation of Teachers at the University of California, hereinafter referred to as "UC-AFT."
- B. The purpose is to establish mutually the terms and conditions of employment and the rights of the parties to this Memorandum of Understanding. It is the intent and purpose of the parties hereto that this Memorandum of Understanding constitutes an implementation of the provisions of HEERA and provides for harmonious and constructive employment relations in the interest of the public, the students, the University, and the employees represented by UC-AFT.
- C. The parties recognize that good faith collective bargaining is a means of achieving this purpose through a process which gives legitimate expression to the concerns of the unit members as represented by the University Council, American Federation of Teachers and of the University of California.

ARTICLE 1 RECOGNITION

- A. The University recognizes the University Council - American Federation of Teachers as the exclusive representative for all **non-senate faculty** ("NSF"), regardless of classification or title, who teach courses for academic credit (excluding "students" as defined by PERB), including, but not limited to, the following:

Title Code and Title Name

- 1550 - Lecturer in Summer Session
- 1600 - Senior Lecturer - Potential Security of Employment - 9 mos.
- 1602 - Senior Lecturer - Potential Security of Employment-9 mos. 1/9 payment
- 1605 - Lecturer - Potential Security of Employment - 9 mos.
- 1606 - Lecturer - Potential Security of Employment - 9 mos. 1/9 payment
- 1610 - Senior Lecturer - Potential Security of Employment - 11 mos.
- 1615 - Lecturer - Potential Security of Employment - 11 mos.
- 1616 - Senior Lecturer - 11 mos. Continuity of Employment
- 1619 - Lecturer - 11 mos. Continuity of Employment
- 1630 - Lecturer - 9 mos.
- 1631 - Lecturer - Academic Year - 3 Year Contract
- 1632 - Lecturer - 9 mos. 1/9 payment
- 1633 - Lecturer - Academic Year 1/9th-3 Year contract
- 1634 - Lecturer - 11 mos.
- 1635 - Lecturer - Fiscal Year 3-Year Contract
- 1640 - Senior Lecturer - 9 mos.
- 1641 - Senior Lecturer - Academic Year 3-Year Contract
- 1642 - Senior Lecturer - 9 mos. 1/9 payment

1643 - Senior Lecturer - Academic Year - 1/9th 3-Year Contract
1644 - Senior Lecturer - 11 mos.
1645 - Senior Lecturer - Fiscal Year - 3-Year Contract
2210 - Demonstration Teacher
2211 - Demonstration Teacher - 3-Year Contract
2220 - Supervisor of Teacher Education
2221 - Supervisor of Teacher Education - 3-Year Contract
2240 - Coordinator of Field Work - 9 mos.
2241 - Coordinator of Field Work - Academic Year - 3-Year Contract
2245 - Coordinator of Field Work - 11 mos.
2246 - Coordinator of Field Work - Fiscal Year - 3-Year Contract
2250 - Field Work Supervisor - 9 mos.
2251 - Field Work Supervisor - Academic Year - 3-Year Contract
2255 - Field Work Supervisor - 11 mos.
2256 - Field Work Supervisor - Fiscal Year - 3-Year Contract
2260 - Field Work Consultant - 9 mos.
2261 - Field Work Consultant - Academic Year - 3-Year Contract
2265 - Field Work Consultant - 11 mos.
2266 - Field Work Consultant - Fiscal Year - 3-Year Contract
2284 - Nursery School Teacher - 3-Year Contract
2285 - Nursery School Teacher
2427 - Substitute Teacher
2428 - Substitute Teacher - 3 Year-Contract
2460 - Teacher - Special Programs
2461 - Teacher - Special Programs - 3-Year Contract
2650 - Teacher - Lawrence Hall of Science
2651 - Teacher - Lawrence Hall of Science - 3-Year Contract

C. The recognized unit may be modified by agreement of the parties to this Memorandum of Understanding, pursuant to the rules and regulations of the Public Employment Relations Board. Any approved modification automatically becomes part of this Memorandum of Understanding.

D. If the University proposes to move an individual out of the unit during that individual's employment, the University will provide thirty (30) calendar days' notice to the AFT and upon request will meet and confer regarding the individual's unit status. The provisions of this section will not apply in cases where a faculty/instructor in the unit elects to accept a position outside the unit.

E. Unresolved disputes regarding the above will be pursued through the PERB unit modification process.

ARTICLE 2 ACADEMIC FREEDOM

A. Academic freedom will extend to faculty/instructors in the unit through applicable provisions of the Academic Freedom Policy in effect at the time at the location of the faculty/instructors in the unit.

B. Complaints alleging violation(s) of academic freedom may be reviewed in accordance with the procedures of the Academic Senate at the location of the faculty/instructors in the unit.

ARTICLE 3
ACADEMIC RESPONSIBILITY

- A. Academic freedom safeguards must be accompanied by an equally demanding standard of academic responsibility, requiring responsible service, consistent with the objectives of the University.
- B. Faculty/instructors in the unit are responsible for the effective instruction of students. Aspects of effective instruction include but are not limited to teaching classes in accordance with course objectives and published schedules at locations approved by the University. The faculty/instructor in the unit is expected to be competent in his/her chosen field and be able to communicate effectively with students in a way which creates an environment that stimulates imaginative thinking and encourages critical and analytical skills. Faculty/instructors in the unit are expected to advise students on academic matters, and maintain a responsible, professional relationship with students. Faculty/instructors in the unit will carefully insure equal application of class standards and requirements. The faculty/instructor in the unit should maintain an active interest in the advances and current thinking in his/her subject area, and be able to relate such information to his/her teaching in an organized manner through incorporation into course materials. By accepting responsibilities in all of the aforesaid areas, the faculty/instructor in the unit commits to excellence in education and dedication to student needs.
- C. Academic responsibility also includes the requirement that the faculty/instructor in the unit follow University regulations regarding special services to individuals and organizations outside of the University, and University regulations on outside professional activities and disclosure of financial interest. Should the University seek to make significant changes or amendments to the above regulations as they apply to faculty/instructors in the unit the parties will meet and discuss confer regarding the proposed significant changes and amendments. ~~The sole exception to the above shall be any significant changes or amendments proposed by the University which affect only faculty/instructors in the unit, in which case the University agrees to meet and confer with respect to the proposed change.~~

ARTICLE 4
NONDISCRIMINATION IN EMPLOYMENT

- A. The University will not engage in unlawful discrimination in the application of the provisions of this Memorandum of Understanding because of race; color; religion; marital status; national origin; sex; sexual orientation; physical or mental handicap; medical condition (according to the California Fair Employment and Housing Act); political affiliation; union activity; status as a Vietnam-era veteran or disabled veteran, or because of age or citizenship.

ARTICLE 5
NON-LECTURER UNIT MEMBERS

A. Definitions

1. Coordinators of Field Work (2240, 2241, 2245, 2246) are academic appointees who are charged with the primary responsibility for the maintenance of the education standards and effective functioning of the field work course/practicum. Other academic duties may include serving on academic and administrative committees.

2. Field Work Consultants (2260, 2261, 2265, 2266) are academic appointees whose principal duties normally consist of consulting with social welfare agencies about arrangements for the field work course, advising and counseling graduate professional students about their programs, consulting with field work supervisors about the students' field work experience, and determining the field work grade. Other academic duties may include serving on academic and administrative committees.
3. Field Work Supervisors (2250, 2251, 2255, 2256) are academic appointees who normally are based in a social welfare agency where the appointee teaches the essentials of professional social work practice. Field work supervisors are responsible to the social welfare agency for the caseload assigned to the student unit and for such other duties and responsibilities as may be mutually agreed upon by the agency and the school. Other Field Work Supervisors are responsible for the supervision of the clinical practicum of students. Other academic duties may include serving on academic and administrative committees.
4. Demonstration Teachers (2210, 2211) are teachers who are employed in University Elementary Schools, in cooperating schools, or in other University-sponsored educational programs to demonstrate teaching procedures and practices to University student observers. Demonstration teachers also may assist these students in other assignments they may have.
5. Nursery School Teachers (2284, 2285) are responsible for planning the teaching and activity programs of the nursery school. Nursery School Teachers may supervise the work of several nursery school assistants, cooperate with individual faculty members and research staff in integrating the programs of the nursery school, administer standardized tests as part of the maintenance of research records, and confer with parents.
6. Substitute Teachers (2427, 2428) are teachers employed on a short-term basis to provide instruction in the absence of regularly assigned teachers, on a by-agreement basis, in the University Elementary School on the Los Angeles campus.
7. Teacher-Special Programs (2460, 2461) are teachers who normally teach non-regular classes to University and non-University students usually on a part-time by-agreement basis.
8. Teacher - Lawrence Hall of Science (2650, 2651) teach community based classes through the Lawrence Hall of Science to non-University students on a by-agreement basis.
9. Supervisors of Teacher Education (2220, 2221) are responsible for teacher education and teaching method programs. Supervisors of Teacher Education supervise the work of University students doing student teaching in elementary and secondary school classrooms. Supervisors of Teacher Education may also conduct teaching seminars, methods courses and other regular University courses. They shall be required to comply with state law(s) regarding active classroom participation.

ARTICLE 6
ACADEMIC YEAR - NINE MONTH APPOINTMENT

A. Faculty/instructors in the unit appointed for the entire academic year will be paid on a 1/12th basis. The pay period dates are July 1 through the following June 30. This pay period is to be used regardless of the percent time of the appointment or the date the appointment is made. For appointments made prior to July 1, paychecks commence August 1 and end the following July 1. For appointments made on or after July 1, paychecks will commence on the nearest paycheck release date and end the following July 1. For appointments made on or after July 1, salary payments will be retroactive to July 1. For appointments made after July 1, University of California Retirement System (UCRS) service credit and UCRS salary deductions for eligible faculty/instructors in the unit will be made retroactive to July 1. Faculty/instructors in the unit will not be eligible for benefits prior to their enrollment in benefits programs for which they are eligible and will not contribute for months of ineligibility.

B. Faculty/instructors in the unit appointed for a full year at some percentage of time in each quarter/semester will be considered to be on a variable time appointment for benefits purposes. The percentage of appointment for benefits purposes for variable time appointments will be determined by averaging the appointment percentage for each quarter/semester for the year. The provisions of this Section do not modify or alter the provision of Article 11 - Benefits.

ARTICLE 7 APPOINTMENTS

A. General Provisions

1. When a faculty member in the unit is offered an appointment or reappointment, she or he shall be informed in writing of the following:
 - a) the title of the position;
 - b) the salary rate;
 - c) the name of the employment department;
 - d) the period(s) for which the appointment is effective or the beginning date for a continuing appointment;
 - e) the percentage of time;
 - f) the nature of the appointment and the general responsibilities; and
 - g) the name of the department chair, program head or other person to whom the faculty member in the unit reports.

2. Letters of appointment or reappointment shall be consistent with this Memorandum of Understanding. If conflicts exist, this Memorandum of Understanding shall be controlling.
 3. The University has the sole right to assign employees to teach courses offered by the University, and to assign other duties, consistent with this Memorandum of Understanding. Whenever possible, the faculty/ instructor in the unit should be consulted in advance of these assignments.
 4. One (1) year of service is defined as three (3) quarters or two (2) semesters for 9-month appointees and four (4) quarters or equivalent for 11-month appointees at any percentage of time of service in any unit at the same campus.
 5. ~~Provisions of this article will not apply to faculty/instructors in the unit whose appointments have indefinite ending dates.~~ The University shall have the responsibility to identify any faculty in the unit to whom the provisions of Article 7 in the Memorandum of Understanding expiring June 30, 2000 did not apply, by virtue of A.7. of that Article. The University agrees that such employees shall be entitled to choose between their existing appointment arrangements or the provisions of this article.
- ~~Members in the unit on track to SOE and faculty members in the unit with COE, title codes 1600, 1602, 1605, 1606, 1610, 1615, 1616, and 1619, will be appointed and evaluated in accordance with the applicable procedures currently in effect at the time of implementation of the Memorandum of Understanding, unless otherwise agreed to in writing by the parties to this Memorandum of Understanding.~~

B. Initial Appointment and Reappointment Before the Sixth Year

1. Appointment and Reappointment
 - a) Normally, the initial appointment shall be for a period of service of one (1) academic year or less. However, the initial appointment may be for a period of up to two (2) academic years.
 - b) Reappointment(s) during the first six (6) years of service at the same campus may be for a period of up to three (3) academic years.
 - c) The duration of an appointment or reappointment shall be at the sole discretion of the University, except as provided in this Article.
2. Evaluation
 - a) The performance of all pre-six year faculty members in the unit shall be evaluated in consideration for reappointment before the expiration of each appointment unless the University determines that the courses for which the faculty member was appointed will no longer be offered. This review shall be completed in a timely fashion in order to allow for academic judgment of the incumbent's qualifications for reappointment and/or continuing employment at the University. Where courses that have been taught by two or more pre-six year NSF are reduced, but not eliminated, the University shall conduct a review in

consideration for reappointment for each of the NSF prior to the expiration of his/her appointment. The evaluation shall be undertaken in accordance with each campus' applicable review procedure in effect at the time.

- b) Evaluation criteria and standards shall remain constant from one evaluation cycle to the next unless such criteria and standards are modified through established departmental procedures and communicated to the affected faculty members in the unit in writing at the commencement of the period which will be covered by the evaluation.
 - c) Evaluations shall include a peer review component including participation in the evaluation process of individuals selected by the employee being evaluated.
 - d) As soon as possible prior to the initiation of the evaluation, faculty members in the unit shall be notified of the purpose, timing, criteria, and procedure that will be followed.
 - e) Evaluations of individual faculty members in the unit for reappointment are to be made on the basis of demonstrated competence in the field and demonstrated ability in teaching and other assigned duties which may include University co-curricular and community service. Reappointment to the senior rank requires, in addition, service of exceptional value to the University.
 - f) Faculty members in the unit may provide letters of assessment from others, including departmental faculty members in the unit, to the department chair, the chair's equivalent, or other designated official as part of the evaluation process.
3. The intent of the parties is to establish a system in which the continuing need for courses taught by non-senate faculty is filled through the creation of continuing appointments held by instructors with demonstrated excellence. The University shall not create NSF positions that do not have the possibility of leading to continuing appointments when there is a continuing need for courses to be taught by NSF, nor shall appointment decisions be made on any basis other than considerations of legitimate reasons relating to academic performance.

A faculty member in the unit who has been employed for three or more years and who has been denied re-appointment shall be provided, upon timely request, with a written statement specifying the reasons for the decision. The faculty member in the unit may request in writing such a statement from the appropriate University official within fourteen (30) calendar days after the date of issuance of the notice of non-reappointment. The response shall be issued to the faculty member in the unit within thirty (30) calendar days of the date of the request.

A faculty member in the unit who has completed nine quarters or six semesters of service shall be given a written performance review. The purpose of this review is to assess the instructor's overall performance and to indicate problems that might affect a

six-year excellence review. A copy of the performance review shall be given to the faculty member who shall have an opportunity to respond in writing.

C. Continuing Appointment - Post Six Years

1. A faculty member in the unit who has taught in the same department, program, or other academic unit or program for six (6) years or more shall be entitled to a continuing appointment in that unit at the average percentage of appointment (including any augmentations for the prior three years) provided that

- a. there is a continuing need for courses in the area for which the NSF member has been appointed and the NSF member is qualified to teach those courses;
- b. the courses will not be taught by Senate Faculty
- c. the NSF member has demonstrated excellence based on the criteria of section D.

The review for continuing appointment shall be conducted during the fifth year of service.

2. a) The initial percent of full-time continuing employment offered shall be set at the at the average percentage of appointment (including any augmentations for the prior three years). Where the average percentage divided by the department's normal per-course workload ratio would leave a remainder, the University may either offer a continuing appointment at the nearest whole number of courses or at a level between the average and the nearest whole number of courses. (For example, if the previous three appointments had been for 3 courses - 3 courses - 4 courses, the University shall offer a continuing appointment at any level between 3 and 3.33 courses; if the previous three appointments had been for 3 courses - 4 courses - 4 courses, the University shall offer an appointment at any level between 3.66 and 4 courses.)
- b) Augmentations to a continuing appointment shall be added to the time base of a continuing appointment, unless the University reasonably believes that the increased need is temporary and that the temporary increase in need makes it is impracticable to give 12 months notice for any subsequent reduction in the augmented courses.
- ~~b) At least once every three years, or every two years following an involuntary reduction in time, a faculty member in the unit may request a re-evaluation of the level of his or her continuing appointment. The University shall modify the continuing appointment in accordance with the formula described in section 2.a.~~
- c) Continuing appointments may be terminated or reduced in time according to the provisions of Article 18. The University shall reduce the time base of a continuing appointment only to the extent of an anticipated reduction in the need for the courses offered by the faculty member in the unit consistent with the

provisions of this article. Continuing appointments shall under no circumstances be reduced or eliminated for the purpose of limiting or reducing the number of post-six year positions in favor of pre-six year positions unless specifically provided for in this Article.

- d) If the University anticipates that the reduction in courses will be for a temporary period only, the reduction of time for the continuing appointment will be limited to that period. ~~Nothing herein shall prevent the University from modifying a reduction of time for a continuing appointment should the anticipated number of courses needed increase or decrease. Any further decrease in the appointment shall only be made in accordance with the provisions of Article 18, or other appropriate articles of this Memorandum of Understanding.~~
- e) The University may reassign courses among post-six year NSF for legitimate academic reasons provided that the reassignment of courses does not result in a decrease in appointment for any post-six year NSF. The University shall not reassign a post-six year NSF member to a course for which s/he is not qualified or in which the NSF member could not reasonably be expected to teach at a level of excellence.
- f) A faculty member in the unit whose appointment percentage has been reduced shall be given first priority in the assignment of new courses for which she/he is qualified until such faculty member in the unit has been restored to her/his highest previous level of appointment.
- g) Following a determination by the University of its anticipated need for courses for a particular faculty member in the unit, the University shall inform the faculty member in the unit in writing of the basis for its determination.
- h) Nothing herein shall prohibit the University from augmenting a continuing appointment on an annual basis with additional courses or academic duties. In distributing additional courses to post-six year faculty members in the unit, a qualified faculty member in the unit with more seniority shall not be given fewer courses than one with less seniority.
- i) When additional courses become available, these courses will be offered to qualified post-six year faculty members in the unit before being offered to pre-six year faculty members in the unit. No courses shall be offered to pre-six year faculty members in the unit if qualified post-six year faculty members in the unit are available.
- j) ~~If an otherwise qualified incumbent employee is not reappointed or has her/his time base reduced because of insufficient work, said employee will be reemployed or have her/his time base augmented if work for which the employee is qualified becomes available within a three year period.~~

D. Evaluation Criteria

1. With respect to the fifth-year excellence review referenced in C.1 above, evaluations of individual faculty members in the unit for reappointment are to be made on the basis of demonstrated excellence in the field and demonstrated excellent ability in teaching and other assigned duties, which may include University co-curricular and community service. Reappointment to the senior rank requires, in addition, service of exceptional value to the University.
2. Criteria
 - a) Instructional performance is to be measured by evaluation of evidence demonstrating such qualities as:
 - 1) command of the subject matter and continued growth in mastering new topics;
 - 2) ability to organize and present course materials;
 - 3) ability to awaken in students an awareness of the importance of the subject matter;
 - 4) ability to arouse curiosity in beginning students and to stimulate advance students to do creative work; and
 - 5) achievements of students in their field.
 - b) Due attention should be paid to the variety of demands placed on instructors by the types of teaching called for at various levels, and the total performance of the faculty member in the unit should be judged with proper reference to assigned teaching responsibilities.
3. Evidence
 - a) Evidence of teaching quality is indicated by the following:
 - 1) student evaluations;
 - 2) assessment for former students who have achieved notable professional success;
 - 3) assessments by other members of the department and other appropriate faculty members;
 - 4) development of new and effective techniques of instruction and instructional materials; and

- 5) assessments resulting from classroom visitations by colleagues and evaluators.
4. Evaluations shall include a peer review component, including participation in the evaluation process of individuals selected by the employee being evaluated.

E. Procedures for Departmental Review

1. The department chair or unit head will choose one of the following procedures when evaluating a faculty member in the unit:
 - a) evaluation by departmental committee in which at least one member of the evaluation committee is a faculty member in the unit; the recommendation is to be sent to department chair or unit head;
 - b) evaluation by a departmental chairperson or program head; or
 - c) evaluation by a departmental committee in accordance with written departmental evaluation procedures in effect at the time or developed as a result of this Memorandum of Understanding.
2. As soon as possible prior to the initiation of an evaluation, faculty members in the unit shall be notified of the purpose, timing, criteria, and procedure that will be followed.
3. Faculty members in the unit may decline service on a peer evaluation committee.
4. The faculty member in the unit shall receive a copy of the evaluation indicating the sources of evidence on which its appraisal of teaching excellence was based prior to the recommendation of the department chair or unit head.
5. The faculty member in the unit may submit a written response to her/his evaluation which shall be included in her/his personnel file.
6. It is the responsibility of the departmental evaluator(s) to review all evidence, including evaluations of the faculty member in the unit solicited from students concerning the teaching effectiveness of the faculty member in the unit at lower division, upper division, and graduate level of instruction where relevant.
7. A faculty member in the unit being evaluated may provide letters of assessment and/or other relevant materials to the evaluation file prepared by the University, which shall be included as part of the evaluation process. Those from whom letters may be provided include but are not limited to:
 - a) departmental faculty members in the unit;

- b) departmental academic senate faculty;
 - c) other academic appointees;
 - d) students; and/or
 - e) others external to the University of California.
8. The faculty member in the unit may submit written comments, which shall be included in the personnel file.

F. Notice of Non-reappointment

1. In the event that a faculty member in the unit is not reappointed following the fifth-year review, twelve (12) months' written notice of non-reappointment shall be given to the faculty member in the unit. If less than twelve (12) months' written notice is given, the faculty member in the unit shall not be considered on pay status past the termination date of the appointment but shall receive a lump sum salary payment in lieu of notice for the time between the termination date of the appointment and the completion of the twelve (12) month notice.
2. A faculty member in the unit who receives a notice of non-reappointment following the fifth-year review shall be provided, upon timely request, with a written statement specifying the reasons for the non-reappointment decision. The faculty member in the unit may request in writing such a statement from the appropriate University official within thirty (30) calendar days after the date of issuance of the notice of non-reappointment. The response shall be issued to the faculty member in the unit within thirty (30) calendar days of the date of the request.

G. Appeal of the Decision of Non-reappointment

1. If after consideration of the written response the faculty member in the unit believes that the decision of non-reappointment was not based on legitimate academic judgment, the faculty member in the unit may request an appeal of the decision.
2. The appeal shall be made in writing and shall be directed to an academic official designated by the University at a higher level than the official who issued the decision not to reappoint.
3. The appeal shall be made within thirty (30) calendar days from the date of receipt of the written response. The appeal shall indicate the basis for the claim that the decision not to grant a reappointment was improper according to the provisions of this article.

4. The appeal shall include materials presently available to the appellant on which he or she is relying to support the allegation. Additional materials may be submitted as they become available to the appellant.
5. Upon receipt of the written appeal, the University official designated in section G.2 above shall meet with the appellant and attempt to resolve the matter to the satisfaction of the faculty member in the unit.
6. In the event that the matter is not satisfactorily resolved under Section G.5, the campus official designated in Section G.2 shall inform the appellant of her/his right to select one of the appeal procedures designated below:
7. An appellant who chooses to appeal a decision beyond Section G.5. may:
 - a) within thirty (30) days of receipt of the decision described in G.5, submit the matter to arbitration, in accordance with Article 34, or
 - b) request that the matter be submitted to a panel to be composed of a member of the faculty (senate or non-senate) to be selected by the appellant, a member of the faculty (senate or non-senate) to be selected by the official designated in Section G.2., and the chair of the Committee on Privilege and Tenure, or, at the discretion of the academic senate, another member of the senate who has been designated specifically for this purpose. The chair of the Committee on Privilege and Tenure or other member designated by the senate shall serve as chair of the panel.
 - c) The appellant may not employ more than one procedure.
 - d) Within fifteen (15) days of the receipt of a request to submit the matter to the panel described in Section G.7.b, the designated University official will inform the chair of the panel of the name of a faculty member to serve on the panel. Within the same period of time, the appellant shall submit to the chair the name of a faculty member to serve on the panel. The chair of the panel will be responsible for assembling the panel. The panel may establish its own procedures and may request additional material from the appellant and the University, and/or interviews with and/or written statements from any member of the academic community who may have relevant information.
 - e) The decision of the arbitrator or panel shall be limited to determining whether the decision of the University, based on the record as a whole, is consistent with University policies, practices and standards, including the standards set forth in this Memorandum of Understanding and, if not, what the appropriate remedy shall be. The decision of the arbitrator or panel shall be binding.

ARTICLE 8
INSTRUCTIONAL SUPPORT

A. Faculty/instructors in the unit will be provided reasonable access, as determined by the University, to available office space, telephones, typewriters, computers and computing facilities (including the provision of computer accounts), duplicating equipment, office supplies, clerical assistance and reading and teaching assistance for course related work. Reasonable access shall not be capriciously denied.

B. Faculty/instructors in the unit may apply for grants for instructional improvement and course development and may apply or be nominated for teaching awards. Faculty/instructors in the unit are eligible for and may request course support funds, and such requests shall not be capriciously denied, or denied solely on the basis of bargaining unit membership.

C. Information pertaining to available campus instructional grants and awards shall be made available to faculty/instructors in the unit by the same means as those used for other instructional appointees.

D. The University shall forward to the UC-AFT a list of each campus's instructional improvement grants for the preceding academic year no later than October 1. The information provided shall consist of the number of requests by bargaining unit members and actions on those requests.

~~E. On an exceptional basis, at the sole discretion of the University, faculty/instructors in the unit may be granted Principal Investigator status.~~

~~F. Grievability of this Article is limited to the provisions of Article 33 - Grievance Procedure.~~

ARTICLE 9 PROFESSIONAL CONCERNS

A. Faculty/instructors in the unit may be granted leave to attend professional meetings and programs. In each case payment of fees, payment of related costs and pay status are at the sole discretion of the University.

B. When a leave has been granted pursuant to this Article, the University will notify the faculty/instructor in the unit in writing of the period of the leave, the pay status of the faculty/instructor in the unit during the leave, and which fees or related costs, if any, will be paid.

C. When the University requires attendance at a professional meeting or program, the University will notify the faculty/instructor in the unit in writing and will pay the fees and related costs. Programs which are suggested or recommended, but not required, are not "required" within the meaning of this Article.

D. The faculty/instructor in the unit shall be responsible for the submissions of any course reports, etc. required during the period of the leave. The faculty/instructor in the unit, whenever possible, agrees to consult with and assist the University in securing a replacement.

(Tentative Agreement 12/1/00) E. All course materials, lectures, etc. developed by a Unit member shall be considered the exclusive property of the Unit member unless he/she has been provided with additional specific, paid time by the Employer to develop said materials in which case ownership shall be shared with the Employer on a "50%-50%" basis. In the event the Senate Faculty addresses this issue in a different manner, UC-AFT may, at its sole option, elect to adopt that policy and such policy shall be deemed incorporated into this Agreement

F. Advisory Council -- An advisory council shall be established composed of two Unit 18 members chosen by the Union, two representatives of the Academic Senate appointed by the Senate, and two representatives of the Administration chosen by the Administration. The Council shall meet regularly to advise the Administration on policies affecting the work of NSF in the University and to resolve matters of general concern that arise concerning NSF whether or not those matters

are within the sole discretion of the University or may result in proposals that would eventually be the subject of meeting and conferring with the Union. Nothing in this provision shall relieve the University of its obligation to meet and confer with the Union before implementing changes in terms and conditions of employment. Notification for any meet and confer obligations shall continue to be sent to the designated Union representatives.

The Council shall meet with the administration to develop further procedures for the Council and for insuring access to campus decision makers. The University shall provide the Council with reasonable access to those administrators who have the authority to accept the proposals suggested by the Council.

The Council shall become effective on a campus by campus basis. Should the Academic Senate decline to participate in the Council, the Council shall be limited to two persons selected by the administrations and two representatives selected by the Union, unless modified by the agreement of the parties.

Unit 18 representatives from the Council may be accorded rights and privileges by the campus Academic Senates at the sole discretion of the Senate. Nothing herein shall be interpreted to require the Academic Senate to accord any particular rights or privileges or to permit any right or privilege that is otherwise prohibited by the rules of the Academic Senate.

G. Each campus shall be provided with a Professional Development Fund to be utilized for the purpose of making grants to NSF for professional development. The University shall contribute to the fund annually at an amount no less than \$500.00 multiplied by the total number of FTE unit members employed by the University during the previous academic year. The academic councils on each campus shall make recommendations for the criteria and method for distributing these funds, which recommendations shall be binding. The funds shall be available for distribution only to NSF members beyond their sixth year. Nothing herein shall be interpreted to require that the funds be distributed evenly among post-six year NSF.

H. Each campus shall be provided with an Equipment Fund to be utilized for the purpose of purchasing equipment, course materials, or services to assist in her/his instructional effort or assignment. The University shall contribute to the fund annually at an amount no less than \$500.00 multiplied by the total number of FTE members employed by the University during the previous academic year. The academic councils on each campus shall make recommendations for the criteria and method for distributing these funds, which recommendations shall be binding. The funds shall be available for distribution only to NSF beyond their sixth year. Nothing herein shall be interpreted to require that the funds be distributed evenly among post-six year NSF.

I. After a six-year career review and every three years thereafter, any post-six year NSF member may apply for a one quarter paid leave to pursue professional development and/or creative work related to her/his field of teaching. The application shall include a proposal of the work to be completed and describe its relationship to the applicant's teaching responsibilities. The University shall establish a fund, separate from, and in addition to, its ordinary temporary academic staffing allocation, for this purpose. The fund shall be sufficient to cover all leaves granted under this section. The application for leave shall include a proposal of the work to be completed and describe its relationship to the applicant's teaching responsibilities. The academic councils on each campus shall make recommendations concerning the criteria and methods to be used in granting leaves. Nothing herein shall be construed as an entitlement to paid leave; however, the University shall not limit the amount necessary to cover the costs of leave for NSF

who qualify under both this section and under the criteria established by the Academic Council. The Academic Council shall have discretion to determine whether, or under what conditions, unused leave credits will accrue.

I. NSF shall be eligible to serve as principle investigators on intra- and extra-mural grants.

J. The University shall consider any research or other creative work submitted by a NSF member, which is related to his/her teaching responsibilities, as part of a merit or other academic review. The University may not penalize a lecturer for the lack of research or other creative work unless such work is part of the job description for which compensation is provided or work for which paid leave was granted.

K. Unit members who develop instructional materials for a Distance Education course shall retain ownership of such materials and exclusive use thereof (except as provided herein) provided, however, that neither the University of California nor its students shall have to pay a licensing fee for the use of such materials in connection with a course taught at the University of California. Re-use or re-broadcast of these instruction materials shall not be done without the expressed written approval of the Unit member who developed the materials. Distance Education shall be defined as mediated instruction between faculty and students, which is primarily not conducted in a face-to-face manner.

The first time that a Unit member is selected to teach a Distance Education course, he/she shall receive three (3) credit hours of either release time or overload compensation the semester or quarter prior to the Distance Education assignment for the purposes of training and/or course development. Unit members shall not be required to teach Distance Education courses in excess of 150% of the class size of a traditionally taught course without additional compensation in the form of salary or release time on a pro-rata basis.

All Distance Education courses offered by the University (non Extension) and not taught by Senate faculty shall be taught by Unit members. Evaluation of a Unit member's performance in a Distance Education course shall follow the same procedures and practices applying to traditional courses. No Unit member shall be required to teach a Distance Education course unless no alternative exists. No employee shall be displaced because of Distance Education or other educational technology.

Unit members shall have access to Distance Education development funds and technical assistance as provided by the University. Unit members shall not be required to provide technical assistance.

ARTICLE 10 PERSONNEL FILES

A. Access

Faculty/instructors in the unit shall have the right of access to all non-confidential reports, documents, correspondence, and other material in their official personnel file(s).

Faculty/instructors in the unit shall be entitled to redacted copies of confidential material, if any, in their personnel files(s).

B. Right to Inspect

The University shall designate an office in which the personnel file shall be maintained. The University shall also designate an office with overall responsibility for personnel files. The office so designated will be the office to which a faculty/instructor would make a request to inspect

her/his file(s). Faculty/instructors in the unit shall have the right to have a UC-AFT representative or another person of her or his choice accompany her or him to inspect her or his file(s) so long as the person chosen is not a supervisor, manager or confidential employee. Upon reasonable notice, the faculty/instructor in the unit, with or without a representative, may examine non-confidential material in his or her personnel file(s). Faculty/instructors in the unit may give written authorization to a representative to review their file(s) in their absence. The written authorization shall be valid for thirty (30) calendar days from the date of the signature of the authorization or within a written time limit specified by the faculty/instructor in the unit, whichever is shorter. The representative shall be entitled to examine all non-confidential material except that only the faculty/instructor in the unit may receive any redacted copy of confidential material. Records protected by recognized legal privilege and records exempted from disclosure by law may be withheld from the faculty/instructor in the unit and his/her representative. Subject to these exceptions, unsolicited documents, which request confidentiality, shall be returned to the originator or destroyed.

C. Right to Copy Material

Under normal circumstances, within ten (10) working days of a written request, a faculty/instructor in the unit shall be given a complete copy of the requested non-confidential items in the personnel file and a listing of the types of confidential material within the file. If a written request for a redacted copy of confidential material is received by the University, the request shall be fulfilled within thirty (30) working days, under normal circumstances. The University will provide the first copy of such material at no cost to the faculty/instructor in the unit. Subsequent copies will be provided at a cost of ten cents (\$.10) per page.

D. Any non-confidential item placed in a personnel file shall be clearly identified as to its source or originator and its date of receipt by the University.

E. Faculty/instructors in the unit may have responses or documentation attached for the purpose of challenging or responding to materials in the personnel file. Any response shall become a part of the file of the faculty/instructor in the unit. Faculty/instructors in the unit may request, in writing, deletions and/or corrections of materials from their file.

F. Only authorized personnel shall have access to a personnel file of a faculty/instructor in the unit. Such access shall be solely for official University business.

G. Should a legal court of final determination order a change in the current determination of confidential materials or access thereto, the parties agree to sever this article in accordance with Article 39 - Severability and to meet and confer to negotiate a new article on personnel files which reflects the court's decision.

H. Confidential material, personal information, legal privilege, and records exempted by law from disclosure shall be as defined in the California Evidence Code or by other statutes and relevant case law and shall not be subject to Article 33 - Grievance Procedure.

ARTICLE 11 BENEFITS

A. Faculty/instructors in the unit who are eligible to participate in University-sponsored benefit programs listed in Appendix B.1 participate to the same extent as other eligible faculty, including Senate faculty, of the University. Costs in excess of the University's contributions are to be paid by the faculty/instructor in the unit, normally through payroll deduction. The coverage(s) and the carrier(s) of the benefit plans listed in Appendix B.1. shall be the same as for other faculty at the same location.

During the term of this agreement the University may alter in any way, at its sole discretion, any aspect of these plans, including but not limited to coverages, benefit schedules, carriers, contribution rates, and/or eligibility criteria during the term of this Agreement and if the University does so, such changes will apply to faculty/instructors in the unit eligible for benefits to the same extent as they apply to other eligible faculty, including Senate faculty, at the same campus. Benefits identified in Appendix B.1., including coverages, schedules, carriers, contribution rates and/or eligibility criteria shall not be differentiated among eligible faculty titles.

B. Faculty/instructors in the unit are eligible for other Universitywide benefits listed in Appendix B.2. to the same extent as other eligible faculty, including Senate faculty, at the same campus. The University may alter in any way, at its sole discretion, any aspect of these benefits, and if the University does so, such changes will apply to faculty/instructors in the unit eligible for these benefits to the same extent as they apply to other eligible faculty, including Senate faculty, at the same campus. Any alterations, which affect only faculty/instructors in the unit, are subject to the meet and confer process prior to implementation.

C. The UC-AFT understands and agrees that during the term of this Agreement, the University may make new Universitywide benefits available to faculty/instructors in the unit. If the new benefit is promulgated by the systemwide benefits office, it shall be added to Appendix B.1. and provided to eligible unit members on the same basis as to other eligible faculty at the same location. If the new benefit is promulgated by another systemwide office, it shall be added to Appendix B.2. and provided to eligible unit members on the same basis generally as other eligible faculty, including Senate faculty, at the same location.

D. The University agrees to arrange meetings twice per year at which time the University will offer information to the UC- AFT regarding Universitywide fringe benefit plans, coverages, benefit schedules, carriers, providers, premium rates, eligibility criteria, and the amounts, if any, of University/employee contributions. At these meetings, the UC-AFT may provide information and comment to the University regarding Universitywide benefits and the concerns of faculty/instructors in the unit.

E. Faculty/instructors in the unit are eligible, according to local campus procedures, for local benefits to the same extent as are other eligible faculty, including Senate faculty, at the same campus, including but not limited to, parking, child care, etc. The University may alter in any way, at its sole discretion, any aspect of local benefits, and if the University does so, such changes will apply to faculty/instructors in the unit eligible for these benefits to the same extent as they apply to other eligible faculty, including Senate faculty, at the same campus.

F. It is understood that if the UC-AFT does not request to meet and confer within thirty (30) calendar days regarding alterations arising pursuant to Section B., the University may implement the proposed changes for faculty/instructors in the unit provided that UC-AFT has received written notice of such changes.

G. To the extent that Faculty/instructors in the unit are not otherwise eligible for benefits funded by the University, such employees shall be given the option to purchase University-sponsored health insurance at the applicable group rate. The University shall pay the percentage of those costs that is commensurate with the percentage of the NSF member's appointment (including augmentations, if any).

H. For benefits purposes, a full-time appointment for NSF shall be defined as 40 hours per week.

ARTICLE 12 RETIREMENT

A. Eligible faculty/instructors in the unit covered by this Memorandum of Understanding may participate in the University of California Retirement System (UCRS) plans. For informational purposes only, a summary of the UCRS plans including eligibility criteria is attached as Appendix C of this Memorandum of Understanding.

B. Criteria regarding mandatory retirement age will be as set forth in statute and University policy. Any changes in University policy regarding mandatory retirement age affecting faculty/instructors in the unit is subject to the meet and confer process.

C. Faculty/instructors in the unit who are otherwise eligible shall have the option of investing in any University savings programs including any Regentally approved South Africa-free Social Investment Programs.

D. Faculty/instructors in the unit covered by alternative retirement plans are subject to the provisions of those retirement plans.

D. Any alterations in the retirement system plans or eligibility criteria for UCRS, during the term of this Memorandum of Understanding, which affect faculty/instructors in the unit, are subject to the meet and confer process prior to their implementation.

ARTICLE 13 LEAVES

A. General Leaves With and Without Pay

1. Faculty/instructors in the unit may apply for leaves for illness, injury, personal emergency, childbearing leave, vacation leave, military leave, jury duty, witness leave, governmental service leave, leaves to attend professional meetings, and other leaves with and without pay. Descriptions of these leaves and the eligibility criteria for them are attached as Appendix D of this Memorandum of Understanding.

The UC-AFT further understands and agrees that the University may at its option during the term of this Memorandum of Understanding make changes in leave policy. If the University does so, such changes will apply to eligible faculty/instructors in the unit to the same extent as they apply to other academic employees. The University shall, if feasible, provide the UC-AFT with at least thirty (30) calendar days' advance notice of changes in leave policy. The parties agree to make reasonable efforts to meet in advance of implementation to discuss any changes; failure to meet will not affect the implementation of any changes.

Any alterations proposed by the University, which affect only faculty/instructors in the unit, shall be subject to meet and confer with respect to the proposed changes before implementation of said changes.

Whenever possible, faculty/instructors in the unit on leave agree to assist and consult with colleagues who, with the approval of the department chair, are able and willing to carry on the duties which the faculty/instructor in the unit is unable to perform while on leave.

2. Faculty/instructors in the unit shall be advised in writing of the reason(s) for denial of a leave request, and the reasons shall not be capricious or unreasonable.

3. No faculty/instructor in the unit shall be denied reappointment, promotion or merit increase as a result of application for, or receipt of, requested leaves. For the purpose of review for reappointment (per Article 7 - Appointment), the following provisions shall apply:

- a. For faculty/instructors in the unit not on a post six-year three-year appointment who have been granted child bearing leave, parental leave, or active service-modified duties, for at least one quarter/semester, the faculty/instructor in the unit may request that the time shall not be counted towards years of service as defined in Article 7.A.6. The request shall be made at the same time that the request for child bearing leave, parental leave or active service-modified duties is made. The University, at its sole discretion, shall determine whether to grant the request.
- b. For faculty/instructors in the unit who currently have a post six-year three-year appointment and have been granted a leave of absence of any type for a duration of at least one academic year, the University, at its sole discretion, after consultation with the faculty/instructor in the unit, may extend the expiration date of the current appointment for a time period not to exceed the duration of the leave of absence for the purpose of providing an adequate time period to accomplish the evaluation process for reappointment per Article 7 - Appointment, Section C.2.
4. No faculty/instructor in the unit shall have his or her duties unreasonably modified upon return from leave. The faculty/instructor in the unit, whenever possible, agrees to consult with and assist the department chair in the determination of the reassignment.
5. No leave will be for a period beyond the ending date of appointment.
6. A paid leave of absence shall not be granted at a percentage of time greater than that of the appointment.
7. A faculty/instructor in the unit on an approved leave of absence without pay may elect to continue University provided benefits in accordance with the University's general insurance regulations. A faculty/instructor in the unit who so elects must make arrangements with the University prior to commencement of the leave to pay the entire premium amount herself/himself.
8. If the eligible faculty/instructor in the unit is on leave without pay more than half a calendar month, sick leave, vacation, seniority credit and retirement credit do not accrue.
9. The University, at its sole discretion, may place an individual on administrative leave with pay. The University will communicate the reason for the administrative leave to the faculty/instructor in the unit as soon as feasible. If the administrative leave lasts longer than twenty-one (21) days, a written explanation of the intent, reason for, and expected duration of the leave will be provided no later than the twenty-first day.

ARTICLE 14 PER DIEM

- A. The University shall reimburse faculty/instructors in the unit for related per diem and expenses for required travel on official University business. Reimbursement rates and methods shall be those provided in general to other University employees.
- B. When faculty/instructors in the unit on requested and approved travel are reimbursed in whole or in part for per diem and expenses, the same criteria for payment as are currently applied to other University employees will be used.

ARTICLE 15 HOLIDAYS

- A. The University observes the following days as administrative holidays:
New Year's Day
Third Monday in January
Third Monday in February (*or announced equivalent*)

Last Monday in May
Fourth of July
Labor Day
Veteran's Day (Tentative Agreement 11/00)
Thanksgiving Day
Friday following Thanksgiving Day (*or announced equivalent*)
December 24 (*or announced equivalent*)
Christmas Day
December 31 (*or announced equivalent*); and,
one administrative holiday to be selected by the University.

B. Official holidays for both nine (9) month and eleven (11) month appointees are those administrative holidays as set forth annually in the University calendar and which occur during the appointee's period of service with the University. Periods of academic recess are not regarded as holidays.

C. Unless alternate days are designated by the University, when a holiday falls on a Sunday, the following Monday is observed; and when a holiday falls on a Saturday, the preceding Friday is observed.

D. Faculty/instructors in the unit working at non-University locations shall observe the official holidays observed at those locations in lieu of the holidays listed above.

ARTICLE 16 MOVING EXPENSES

A. A faculty/instructor in the unit who accepts a position at a different campus may be provided covered moving expenses.

B. Determinations regarding eligibility for reimbursement and determinations regarding which expenses, if any, will be covered are made at the sole discretion of the University.

ARTICLE 17 MEDICAL SEPARATION

A. When a faculty/instructor in the unit is unable to perform essential assigned functions satisfactorily because of any medical (including psychological) condition, that faculty/instructor in the unit may be medically separated pursuant to this Article. A faculty/instructor in the unit who is medically separated is eligible for special reemployment procedures as set forth in Section G. Except by mutual consent a faculty/instructor in the unit shall not be separated under this Article while on any authorized leave. A medical separation may be based on the receipt of long term disability payments from a retirement system to which the University contributes, such as UCRS.

B. The University shall pay the reasonable costs of any medical and psychiatric examinations requested by the University. When feasible, the University will present the faculty/instructor in the unit with a list of authorized medical practitioners from which the faculty/instructor in the unit may select one.

C. A medical separation shall be based on:

1. a statement describing the essential functions the faculty/ instructor in the unit is not performing satisfactorily;
2. a statement comparing the essential functions the faculty/ instructor in the unit is not performing satisfactorily to the benefits to the University created by the disability;

3. a description of any reasonable accommodations considered and why these have not enabled the faculty/instructor in the unit to perform essential assigned functions satisfactorily; and,
 4. any medical, psychiatric or other pertinent information presented by the faculty/instructor in the unit, the faculty/instructor in the unit's medical examiner(s), or the University.
- D. When the University intends to medically separate a faculty/ instructor in the unit, the faculty/instructor in the unit shall be given written notice of the intent to separate for medical reasons. The notice shall:
1. be given to the faculty/instructor in the unit either by delivery of the notice to the faculty/instructor in the unit in person, or by mail with proof of service;
 2. state the reason for the medical separation;
 3. include copies of pertinent material considered, except that excluded by medical privilege or applicable statute;
 4. state that the faculty/instructor in the unit or representative has the right to respond, and to whom, within ten (10) calendar days from the date of issuance of such notice of intent, either orally or in writing, regarding the medical separation; and,
 5. state the proposed effective date of the action, which shall be no earlier than thirty (30) calendar days from the date of this notice.
- E. Upon request, copies of medical records from a University appointed medical examiner will be forwarded to the physician of record or choice of the faculty/instructor in the unit.
- F. If there is a disagreement as to the appropriateness of the medical separation, the faculty/instructor in the unit may request a meeting with a designated University official within fifteen (15) calendar days of the date of the notice. If the University determines that a medical separation is appropriate and that no reasonable accommodation can be made, the faculty/instructor in the unit will be give written notice of the medical separation. The notice shall:
1. specify the effective date of the medical separation;
 2. state the reasons for the medical separation; and,
 3. state the right of the faculty/instructor in the unit to grieve the action to the fullest extent provided by this Memorandum of Understanding.
- G. For a period of one year following the date of a medical separation, a faculty/instructor in the unit may be selected for a position within the unit without the requirement that the position be publicized. However, if the faculty/instructor in the unit is receiving disability benefits from a retirement system to which the University contributes, the period shall be three (3) years from the date benefits commenced. If a faculty/instructor in the unit separated under this Article is reemployed in the unit within the allowed period, a break in service shall not occur.

ARTICLE 18

LAYOFF, REDUCTION IN TIME, AND REEMPLOYMENT

A. Definitions

1. A layoff is an involuntary separation from employment during a continuing appointment, or, for NSF hired on an appointment with a definite ending date, prior to the expiration date of that appointment which occurs because of lack of work, ~~budgetary considerations.~~
2. A reduction in time is an involuntary reduction in the percentage of time of appointment during a continuing appointment, or, for NSF hired on an appointment with a definite ending date, prior to the expiration date of that appointment,, which occurs because of lack of work, ~~budgetary considerations.~~

3. Seniority is based on the full-time equivalent number of months of service in the bargaining unit on pay status. For purposes of this provision, full-time equivalent months will be calculated on the basis of an appointment at 50% or more.

B. Responsibility and Notice

3. Affected faculty/instructors in the unit shall be given written notice of the effective date of any layoff or reduction in time. Notice will be given as follows, subject to the provisions of Section B.5. below:

- a. faculty/instructors in the unit on summer session appointments will be given at least seven (7) calendar days advance written notice;
- b. faculty/instructors in the unit on quarter or semester appointments or initial one-year appointments will be given at least thirty (30) calendar days advance written notice;
- c. faculty/instructors in the unit with an appointment of at least one year with four (4) through nine (9) quarters or equivalent of University service at the campus will be given at least sixty (60) calendar days advance written notice;
- d. faculty/instructors in the unit with an appointment of at least one year with ten (10) or more quarters or equivalent University service at that campus unless covered by d) below will be given at least ninety (90) calendar days advance written notice; and,
- e. faculty/instructors in the unit with six (6) years or more of service at a campus, on three-year appointments, will be entitled to at least one (1) year's written notice 4. Where advance notice of layoff or reduction in time is not practicable, such as in emergency situations, pay in lieu of notice will be provided. Pay in lieu of notice shall not exceed the minimum time periods set forth above. 5. When the faculty/instructor in the unit is notified, the University will mail notice to the UC-AFT of the effective date of any layoff or reduction in time and the identity of the faculty/instructor in the unit affected. Nothing in this Article shall preclude the department chair or unit head from consulting with the faculty/instructors in the affected unit. If the department chair or unit head chooses not to consult, the University shall upon request, meet within a reasonable period of time with the UC-AFT to discuss the effects of a layoff or reduction in time.

6. Upon request, the University will provide relevant information to the UC-AFT regarding the layoff or reduction in time.

C. Selection and Order of Layoff or Reduction in Time

1. 2. The order of layoff or reduction in time for faculty/instructors in the unit shall be on the basis of their special skills, knowledge, or ability and evaluations (including those by students.)When special skills, knowledge, or ability of two or more faculty/instructors in the unit are found to be equal seniority shall be considered in determining the order of layoff or reduction in time.

D. Reemployment

1. Whenever the University decides to fill a vacancy in the same title code within the same layoff unit at the campus from which a faculty/instructor in the unit has been laid off or reduced in time the faculty/instructor in the unit on layoff shall be reemployed or increased in time provided:

- a. the faculty/instructor in the unit has not been laid off or reduced in time for more than two years; and
- b. the faculty/instructor in the unit on layoff is qualified for the position and is available to begin work within a reasonable amount of time.

2. If more than one qualified person is on layoff or reduced in time from the same layoff unit, the order of reemployment shall be in inverse order of layoff or reduction in time.
3. The right to reemployment terminates if a faculty/instructor in the unit:
 - a. does not respond affirmatively with thirty (30) calendar days to the University inquiries concerning the desire of the faculty/instructor in the unit to return to work. The thirty (30) calendar day response period shall begin immediately upon personal notice or twenty-one (21) calendar days from the date written notice is postmarked. If the University is attempting to fill a vacancy on an urgent basis and if a laid-off or reduced in time faculty/instructor in the unit cannot be reached and/or does not respond within fourteen (14) calendar days, the University may fill the position. In this instance, or where the NSF member could not reasonably have responded within the deadline, or where the NSF member could reasonably be expected to resume employment immediately due to commitments made in response to the layoff or reduction in time, a laid off or reduced in time ~~faculty/instructor~~ NSF member ~~in the unit will not have waived any future reemployment rights;~~ will be eligible for reappointment at the beginning of the next academic year or, if s/he provides the University with at least 60 days notice, at the beginning of the subsequent academic quarter
 - b. refuses two offers of reemployment at the same or higher percentage of time, subject to the limitations listed in 3a.; or,
 - c. accepts another appointment in the unit at the same or higher percentage of time at the University.
4. For purposes of Article 7 - Appointment, and this Article only, layoff periods of less than one quarter or semester count towards University service and seniority.

E. Placement Assistance

To the extent available at each department or campus, the University will, upon request, provide assistance in seeking placement to any faculty/instructor in the unit who has been laid off or had his/her time reduced to such an extent that he/she is forced to seek other employment.

F. Benefit Coverage

A faculty/instructor in the unit on layoff may continue, if previously enrolled, in certain group insurance programs for the length of time provided by the University's Group Insurance Regulations, subject to the payment of full premiums by the faculty/instructor in the unit. Time on layoff of more than one-half of the working days of a month does not count towards University service for benefit purposes.

ARTICLE 19 RESIGNATION

- A. Except in the case of resignation for health or other reasons beyond the control of the faculty/instructor in the unit, it is expected that she or he shall continue to serve for the term of appointment. When a faculty/instructor in the unit voluntarily terminates his or her employment, he or she is, by definition, considered to have resigned his or her employment with the University. Whenever possible, a faculty/instructor in the unit who retires or otherwise voluntarily terminates from a position with the University shall submit a letter of resignation as notice of termination at least thirty (30) calendar days prior to the first day of instruction of the next semester/quarter in which the faculty/instructor in the unit is scheduled to teach.
- B. A letter of resignation, which has been submitted at least thirty (30) calendar days prior to its effective date, may be withdrawn within five (5) calendar days of its submission. Otherwise,

notice may not be withdrawn except through the mutual written agreement of the University and the faculty/instructor in the unit.

C. If a faculty/instructor in the unit fails to meet scheduled classes or report to work as scheduled and fails to make appropriate arrangements for coverage, and such failure would justify his or her dismissal, the University may consider the faculty/instructor in the unit to have resigned, effective as of the end of the last day worked.

D. The University shall not threaten a faculty/instructor in the unit with dismissal in an attempt to force the faculty/instructor in the unit to resign. The University may offer the faculty/instructor in the unit the opportunity to resign whenever it has a bona fide basis for dismissal.

E. The University shall notify the faculty/instructor in the unit at his or her last known mailing address, and the UC-AFT, in writing, of all actions taken under the provisions of this Article.

ARTICLE 20 REASSIGNMENT

A. Reassignment is defined as a change of a department of a faculty/ instructor in the unit on the same campus during the term of an appointment. Reassignment is not a form of corrective action. Reassignment shall be initiated by the University in consultation, whenever possible, with the faculty/instructor in the unit involved. The University, upon request, will meet with the faculty/instructor in the unit and/or the UC-AFT to discuss the reassignment and will meet and confer regarding any impact not addressed in the provisions of this Memorandum of Understanding.

B. A faculty/instructor in the unit who applies for and accepts an appointment in a different department is not considered to have been reassigned.

C. The provisions of this Article do not nullify or modify the applicable University and campus policies or procedures, which exist or may be developed pertaining to disestablishment.

ARTICLE 21 REHABILITATION

A. When appropriate, the University will provide special assistance to faculty/instructors in the unit who become disabled when such disabilities substantially limit their work activities. This assistance shall include information about vocational rehabilitation services and reasonable accommodation.

B. After receipt of medical documentation from the disabled faculty/ instructor in the unit, the University will determine what assistance, if any, will be offered to the faculty/instructor in the unit. The University shall consult with the faculty/instructor in the unit and if so requested his/her representative. Medical documentation provided by the faculty/instructor in the unit shall be subject to confirmation by a University-appointed medical practitioner. When feasible, the University will present the faculty/instructor in the unit with a list of authorized medical practitioners from which the faculty/instructor in the unit may select one. The University shall pay the cost of the services of a University-appointed medical practitioner.

C. Faculty/instructors in the unit who become disabled and who have received vocational rehabilitation services may be selected, if determined by the University to be qualified, for a University position without the requirement that the position be advertised/ searched as long as this selection does not conflict with any Memorandum of Understanding or University policy in effect at the time. Faculty/instructors in the unit who are determined by the University to be not

qualified for a vacant position will be provided with a statement outlining the qualifications the faculty/instructor in the unit lacks. This provision shall not extend beyond the ending date of an appointment.

D. No provision of this Article is intended to waive any rights of the faculty/instructor in the unit under state and federal statutes.

(Tentative Agreement 12/1/00)**ARTICLE 22**

SALARY

No proposal on salary or other compensation issues (e.g. parking) pending receipt of information requested from the University.

ARTICLE 23

MERIT

A. A faculty member in the unit shall be considered for at least one merit review every three (3) years. A faculty member in the unit who continues to meet or exceed the standards generally expected of the position shall receive a merit increase of not less than 5%. Merit decisions shall be based on academic attainment, experience and performance.

B. The UC-AFT shall be provided copies of applicable campus merit review procedures as they exist or as they are developed. Any changes to existing procedures shall be provided to the UC-AFT within a month of finalization. A faculty/instructor in the unit may request a copy of the applicable campus merit review procedure(s). The nature of such procedures shall be at the sole discretion of the University.

C. No later than November 15 of each year, each campus will provide the UC-AFT with a list of faculty/instructors in the unit who were reviewed for merit during the previous academic year. The information will include the campus, the faculty/instructor in the unit's name, department, whether the individual was granted a merit increase or not, and the amount of any such increase.

ARTICLE 24

SUMMER SESSION

A. General

1. For purposes of this Memorandum of Understanding, summer sessions are not considered part of the regular academic year, and are neither an academic quarter nor an academic semester, nor portion thereof. To the extent the current structure changes and the University moves to a year-round system, the parties shall meet and confer as to the proper application of the provisions of this MOU.

2. A faculty/instructor in the unit appointed to teach summer session shall be appointed as Lecturer in Summer Session, title code 1550. Appointment as a Lecturer in Summer Session does not confer eligibility status for benefits or retirement.

3. When a faculty/instructor in the unit is offered an appointment in summer session, she or he shall be informed in writing of:

- a. the title of the position;
- b. the salary amount and salary arrangements;
- c. the name of the employing department;

- d. the period for which the appointment is effective;
- e. the course(s) assigned;
- f. any other duties that have been assigned;
- g. the name of the department chair, program head or other person to whom the faculty/instructor in the unit reports; and,
- h. whether the appointment is a contingency appointment and the criterion on which a withdrawal of the appointment would be based.

Letters of appointment shall be consistent with this Memorandum of Understanding. If conflicts exist, this Memorandum of Understanding shall be controlling.

4. The University may offer an appointment in summer session contingent upon sufficient enrollment in the course(s). The University may, at its sole discretion, withdraw an appointment that has been offered on a contingent basis, and will provide the faculty/instructor in the unit the reasons, in writing, for the withdrawal. This section (A.4.) is not subject to the provisions of Article 18 - Layoff, Reduction in Time, and Reemployment and/or Article 34 - Arbitration of this Memorandum of Understanding.

5. The provisions of Article 7 - Appointment are not applicable to this Article.

6. The appointment or reappointment shall have a definite ending date and shall terminate on the last day of the appointment set forth in the letter of appointment. The appointment or reappointment may be terminated prior to the ending date of the appointment in accordance with the provisions of this Memorandum of Understanding.

7. The University has the sole right to assign employees to teach courses offered by the University, and to assign other duties. Whenever possible, the faculty/instructor in the unit should be consulted in advance of these assignments.

8. All summer session appointment decisions shall be made at the sole discretion of the University except as provided herein and shall not be subject to Article 33 - Grievance Procedure except for procedural violations.

9. By October 1 of each year, the University shall provide the UC-AFT with operating budgets for the immediately preceding summer session for each campus.

B. Compensation

1. Compensation for summer session appointments shall be determined by one of the following methods at the sole discretion of the University:

a. Normal compensation will be based on the annual salary of the faculty/instructor in the unit in effect as of June 30 of the calendar year in which summer session begins. For each summer school course, the minimum salary will be: 6-week session - 12.5% of annual (full-time) salary

7-week session - 14.5% of annual (full-time) salary

8-week session - 16.5% of annual (full-time) salary

b. Or, in unusual circumstances, higher or lower compensation than set forth in B.1.a) may be determined by the University on an individual or campus-wide basis considering such factors as, but not limited to, number of course units, enrollment, special nature of the course or session, availability and qualification of instructional staff, curriculum requirements or budgetary considerations. In the event that, under such circumstances, the University determines lower compensation than that provided in B.1.a), the University shall, upon request, provide the faculty/ instructor in the unit the relevant factors identified above for the lower compensation.

2. Total monthly compensation for a faculty/instructor in the unit with a fiscal year (11 month) appointment who teaches in the summer session may not exceed 100% of the monthly salary rate.

C. Payment

Summer session compensation will be paid on a by-agreement basis. By-agreement payments do not provide for benefits or retirement. Notification of by-agreement arrangements, including schedule of payments, will be made at least three (3) months, whenever possible, prior to the beginning of the session.

ARTICLE 25 WORKLOAD

A. Workload Standard, Course Definition and Equivalencies

1. The full-time (100%) workload standard for faculty/instructors in the unit for an academic year shall not exceed thirty (30) academic units or seven (7) courses plus one (1) course for University service over three (3) quarters or twenty (20) units or four (4) courses, plus one (1) course for University service over two (2) semesters, or the equivalent. For NSF engaging in physical instruction (e.g. dance), the total number of hours required in direct physical instruction shall not exceed eighteen (18) hours/week. Workloads may be lower, based upon the standard of the department, program or board and additional service equivalence in lieu of instruction shall be granted for additional non-instructional duties. In the event a department regularly assigns fewer units or courses than those set out above in recognition of the level of work required for particular courses, faculty/instructors in that department teaching such courses shall be classified and compensated as full-time (100%).

2. For purposes of A.1 a course ~~as referred to in Section A.1. above~~ shall be defined as an instructional offering that is regularly scheduled, requires significant academic preparation outside the class by the instructor, and meets a minimum of three (3) hours per week.

3. It is recognized that some instruction does not fit the definition of an instructional workload course as defined in Section A.2. above. Examples of instructional offerings, which may not conform to the definition in Section A.2. above are laboratory supervision, supervision of teaching assistants, studio instruction, and clinical instruction. If a course does not conform to the definition of an instructional workload course in Section A.2. above, the University shall establish the equivalencies for such instructional offerings, proportionate to the instructional workload course as defined in Section A.2. above. Any disputes as to the definition and/or equivalencies for instructional offerings shall be submitted to the Academic Senate for review.

4. The workload of the unit member in non-lecturer titles as defined in Article 5 - Non-Lecturer Unit Members, shall continue to be determined in accordance with current campus procedures. Should the University propose changes to these campus procedures, the University will meet and discuss over the changes.

5. In determining the relative workload value of instructional offerings and course equivalencies, the University shall consider the instructional and evaluation methods employed, the nature of the courses assigned, the preparations required, the number of students expected to enroll, and the availability of support employees. In addition, the University may consider other factors.

6. In determining workload, the University shall consider other duties that have been assigned.

7. Workload values of instructional offerings and course equivalencies based upon the provisions of this section shall be established for each department, program or board. Workload

values, by department, will be forwarded to the UC/AFT by February 1, 2001. After that date, the UC/AFT will be notified of any changes. At the time of appointment the faculty/instructor in the unit will be informed of the applicable workload values in effect at the time.

B. Consultation

Faculty/instructors in the unit may consult by providing written or oral comments and suggestions regarding workload values to their departments.

During April 1987 each campus upon request, will hold a meeting with the UC-AFT to discuss any workload issues they may wish to raise.

C. Unassigned Duties

Any duties not assigned to the faculty/instructor in the unit shall not be considered as part of the instructional workload.

D. Summer Session

The instructional workload for Summer Session is established under Article 24 - Summer Session unless and until the University changes its current Summer Session structure in which case the parties will meet and confer as to the proper application of this article.

E. Office Hours

Faculty/instructors in the unit shall maintain office hours in accordance with the policies of the department, program or board.

F. Applicability of Previous Workload Commitments

Any workload commitments made prior to the execution of this Memorandum of Understanding and at a level lower than the maximum specified in this Article, shall remain in effect for the duration of the commitment.

. Effective Date

~~1. Any workload commitments made prior to July 1, 1986 or the execution of this Memorandum of Understanding, whichever is later, shall be honored for the duration of the commitment.~~

~~2. The provisions of this Article will become effective no later than January 1, 1987.~~

ARTICLE 26 UNION RIGHTS

A. Meetings

1. The UC-AFT and the University, at the request of either party, shall meet at a mutually agreeable time, but in no event less than twice a year upon the request of either party, and place to discuss matters of mutual concern. Whenever practicable, meetings concerning a local campus problem will be held on the affected campus.

2. Topic(s) for discussion at the meeting shall be communicated to the other party at the time the meeting is requested. The parties will attempt to finalize an agenda at least seven (7) calendar days prior to the scheduled date of the meeting.

3. Each party shall designate a chair, who shall coordinate the agenda and arrangements for the meeting. Whenever possible such meetings shall be scheduled so as not to conflict with UC-AFT representatives' course meetings or other duties. If such conflict should occur, representatives shall be without loss of compensation.

4. When issues of concern to faculty/instructors in the unit arise which are not appropriate for labor-management discussions, any written comments which the UC-AFT wishes to submit will be forwarded by the University to the relevant University official or committee. Labor-management meetings shall not preclude or substitute for appropriate consultation with faculty/instructors in the unit through normal academic channels.

5. No provision of this Memorandum of Understanding assures or prohibits participation by unit members on campus or systemwide committees.

B. Membership Lists

1. The University shall provide The University Council and the applicable UC-AFT local with a list of faculty/instructors in the unit no later than the 15th of each month. These lists will reflect the payroll information as of the first of that month. When possible, these lists shall be sorted alphabetically by last name within department/organizational unit. To the extent that such lists are provided via the University's FTP site, the University will incorporate monthly updates into the master file and an updated master file will be provided on a monthly basis.

2. The list shall contain the following information: name, title, title code, campus address, campus email address and home address unless the faculty/ instructor in the unit has requested that her/his home address not be released, home email address, most recent date of hire, department/organizational unit, percent of appointment, and appointment status (pre-six with end date or continuing appointment). Nothing in this article shall be interpreted to limit any Union rights otherwise provided for in law.

C. Copy of Union Documents

1. Unless otherwise agreed, following reopener negotiations, ratification and approval by the parties, copies of the revised Memorandum of Understanding shall be prepared for printing by the University as soon as practicable after review of the Memorandum of Understanding by the UC-AFT.

2. The cost of printing copies for distribution to faculty/ instructors in the unit will be paid for by the University. Any additional copies will be paid for by the requesting party.

3. A copy of the then current Memorandum of Understanding the UC-AFT membership form and the "Hudson" agency fee notification packet shall be distributed by the University to each faculty/instructor in the unit no later than the midpoint of her/his first quarter/ semester of instruction . The Memorandum of Understanding shall be accompanied by a written explanation which states that the Memorandum of Understanding governs the terms and conditions of her/his employment. The address and office phone number of the UC-AFT will be printed on the inside back cover of the Memorandum of Understanding. Each new employee shall sign a statement verifying receipt of said material and the date upon which they were received. The Union shall be provided with a copy of this statement in a timely manner.

A copy of each revised Memorandum of Understanding shall be distributed by the University to each faculty/instructor in the unit no later than ninety (90) days after execution.

4. The parties understand and agree that during the term of this Memorandum of Understanding, the information described in the Appendices will be subject to modification to maintain currency. The parties further understand and agree that the University will provide to the UC-AFT the updated information and will have the Memorandum of Understanding updated as applicable at the next printing per section C.1. above.

D. Use of Facilities

1. Access

a. Subject to the campus policies and procedures in effect at the time the use is requested, the UC-AFT shall be able to use bulletin boards, general classrooms, information tables and meeting rooms when not otherwise in use.

- b. During formal meet and confer sessions held at University facilities, the University will attempt to provide reasonable access to any on-site copy machine.
- c. The UC-AFT and its members shall not conduct internal union business on work time such as membership solicitation, grievance solicitation, campaigning for union office, handbilling or other distribution of literature. All other union activities, except direct contact with and/or response to the University or as specifically set forth in this Memorandum of Understanding, shall take place during non-work time and without the use of University resources, such as telephones, copy machines, e-mail, fax, etc.
- d. Local union officers may use existing University telephones to conduct business with the University pertaining to the administration of this Memorandum of Understanding and/or to communicate with faculty/instructors in the unit to attempt to resolve and/or process grievances under this Memorandum of Understanding. This does not include the conduct of any research or investigation regarding filed grievances. No calls shall be made which result in costs to the University; for example, calls involving tolls, long distance, ATSS, Fax, etc. The frequency and duration of permitted phone calls shall not interfere with or disrupt completion of work assignments or impair the efficiency of University operations. In the event phone use interferes with or is disruptive to the accomplishment of assigned work or to University operations, access to the University's telephone facilities as provided herein may be terminated.
- e. Work telephone numbers shall not be listed in any union publication.
- f. University policy regarding the use of telephones and all other forms of access communication shall be controlling, unless there is an express provision in the Memorandum of Understanding permitting use or otherwise modifying University policy. Failure to enforce restrictions on use set out in University policy shall not be used by the UC-AFT to argue that University policy has changed or that the express provisions in this agreement are modified or expanded, except that the University shall not apply any policy with respect to members of the unit that it does not apply to Senate faculty and staff. In no event shall telephones, email or computers of bargaining unit members be monitored by the University without UC-AFT receiving prior notice of such action.

2. U.S. Mail Delivery

United States mail on which postage has been paid which is received by the University bearing the name of the faculty/ instructor in the unit and a correct specific campus address will be distributed to the faculty/instructor in the unit in the normal manner.

3. Use of Mailboxes

In locations where faculty/instructor in the unit mailboxes exist, the UC-AFT may reasonably use such boxes in accordance with existing campus procedures in effect at the time of the use. Where such mailboxes are in restricted work areas, the Union may make arrangements with the responsible campus official in the restricted work area to have the Union mail placed in the employee mailboxes in a timely manner. Where mailboxes do not exist for employees, the University will distribute Union mail to employees by the normal method in a timely manner.

E. Regents Material

The UC-AFT shall be provided with agendas and supporting documentation for the meetings of the Board of Regents in accordance with current practice.

F. Information Requests

The University will provide the UC-AFT with six (6) copies of updates and/or changes to the Academic Personnel Manual, and one (1) copy of changes to local campus manuals or regulations related to faculty/instructors in the unit. UC-AFT requests for information and

reports relating to employment conditions of faculty/instructors in the unit shall be fulfilled to the extent required by law. The UC-AFT will bear all appropriate costs associated with additional copies or other information requests.

ARTICLE 27 RELEASED TIME

A. The parties agree that up to eight (8) UC-AFT bargaining team members (one Unit 18 member from each campus) who are faculty/instructors in the unit will be provided paid release time for the purpose of participating on the Union negotiating team and preferred scheduling to facilitate such participation. For the purposes of this provision, Berkeley and San Francisco shall be considered a single campus. Alternates or substitutes for any of the eight (8) UC-AFT bargaining team members shall be eligible for paid release time on the same basis.

B. The eight (8) UC-AFT bargaining team representatives on paid released time shall be in a without loss of salary and benefits status only for the time spent at scheduled negotiating sessions, including reasonable travel time. Payment to the team member for such status shall be included as wages in the team member's regular paycheck for the pay period during which the scheduled meet and confer occurred. These wages shall be subject to the same taxes, and other deductions, normally associated with payment of salary for hours worked.

C. The Chief Negotiator for the UC-AFT who is a faculty/instructor in the unit will be granted course relief of a maximum of one (1) regularly scheduled University course per quarter/semester during the period of negotiating a reopener or successor agreement, provided that the Chief Negotiator has at least a 67% time appointment in the University. For NSF whose primary responsibilities do not involve course instruction, an equivalent release time from other duties shall be provided. Should the period of negotiations not encompass an entire quarter/semester for which course relief has been provided, other duties may be assigned by the department chair for the remainder of the quarter/semester.

D. In the event that a Unit 18 member is elected statewide president of the UC-AFT, s/he shall be granted 50% paid release time during the term of his/her presidency.

E. A Unit 18 Union steward shall be designated by UC-AFT for each UC campus. For purposes of this provision, Berkeley and San Francisco shall be considered a single campus. Each steward thus designated shall be entitled to utilize up to one (1) course (or, for NSF whose primary responsibilities do not involve course instruction, an equivalent) for the conduct of union representational activities pursuant to HEERA. UC-AFT will provide the President's Office with a list of designated Unit 18 stewards.

F. The parties agree that it is their intent that the purposes of this provision be fulfilled in such a way so as not to interfere with the effectiveness of the instructional program or the progress of the students which it serves.

G. Any release time granted hereunder is intended to augment, not replace, existing release time for administrative duties and preparation.

ARTICLE 28 PAYROLL DEDUCTIONS AND DUES WITHHOLDING

A. Upon receipt of a written authorization by a faculty/instructor in the unit using a form provided by the University, the University shall deduct and remit to the UC-AFT the standard

initiation fee, periodic dues, and general assessments of the UC-AFT, unless there are insufficient net earnings to cover said deduction, until such time as the faculty/instructor in the unit submits written notification to the University to discontinue the assignments of the faculty/instructor in the unit. The University shall calculate the amount to be deducted, based upon a percentage of the gross salary of the faculty/instructor in the unit. The University shall recalculate the dues deduction when changes in salary occur. The University shall recalculate the dues deduction and organizational security fee when notified by the UC-AFT that its dues formula has changed provided that the formula changes no more than once per fiscal year. The University shall also remit an alphabetical list by campus showing the names of payees and the amounts deducted and remitted. Monies owed the University by the UC-AFT which have not been paid in a timely manner may be deducted after thirty (30) days notice. The University shall process dues deduction authorizations or dues deduction withdrawals expeditiously. The transaction shall be completed no later than the second paycheck after the receipt of the information by the University. The payroll deadline dates for each campus will be provided to the UC-AFT, upon request.

B. Organizational Security Fee, Effective January 1, 2000

1. Organizational Security

Upon written notification to the University by UC-AFT, faculty/instructors in the bargaining unit who do not elect to pay dues as outlined in Paragraph A above, as a continued condition of employment, shall pay an organizational security fee. The amount of the fee shall not exceed the monthly dues that are payable by members of UC-AFT. The amount of the fee shall be deducted by the University from the wages or salary of the faculty/instructor and paid to UC-AFT.

2. Exemption from Organizational Security Fee

A faculty/instructor in this unit who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support UC-AFT as a condition of employment. A faculty/instructor to which this provision is applicable may be required to pay sums equal to the amount of the organizational security fee to a non-religious, non-labor charitable fund exempt from taxation under the Internal Revenue Service code chosen by the faculty/instructor from a list of at least three funds designated by the University and UC-AFT, or if the University and UC-AFT fail to designate funds, chosen by the faculty/instructor.

B. It is specifically agreed that the University assumes no obligation other than that specified in Section A., or liability, financial or otherwise, arising out of the provisions of this Article. Further, the UC-AFT agrees that it will reimburse the University for any costs (\$10 per check charge and \$.07 per transaction charge) and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the University hereunder.

C. If a faculty/instructor in the unit fails to fill out a dues deduction form correctly, the University shall assume no responsibility to correct such omission or error retroactively. The

University shall return any incorrect dues deduction forms to the UC-AFT as soon as errors are detected. Once the funds are remitted to the designated representative of the UC-AFT, their disposition thereafter shall be the sole and exclusive responsibility of the UC-AFT. It is expressly understood and agreed that the UC-AFT shall refund to the faculty/instructor in the unit any deductions erroneously withheld from wages by the University and paid to the UC-AFT. In the event the UC-AFT fails to refund such deductions within a reasonable period of time following notification of the error, the University will make such refund and deduct the amount from the amount due to the UC-AFT.

D. The University agrees to provide eligible faculty/instructors in the unit with payroll withholding service for such deductions as are provided to other University employees.

ARTICLE 29 MANAGEMENT RIGHTS

Nothing in this MOU is intended to limit the legal prerogatives of the University with respect to consideration of the merits, necessity, or organization of any service, activity, or program established by law or resolution of the regents or the directors, except for the terms and conditions of employment of employees who may be affected thereby, the amount of any fees which are not a term or condition of employment, admission requirements for students, conditions for the award of certificates and degrees to students, and the content and supervision of courses, curricula, and research programs, as those terms are intended by the standing orders of the regents.

ARTICLE 30 ACADEMIC CALENDARS

A. The academic calendar for each campus shall be developed at the sole discretion of the University. An academic year normally shall not contain fewer than 146 days of instruction. This provision shall not preclude the establishment of an academic calendar containing fewer than 146 days of instruction. The University agrees, upon request, to meet with the UC-AFT to discuss any changes in the number of days of instruction. However, if the University proposes to increase the number of days of instruction to more than 150 days, the University agrees to meet and confer with the UC-AFT regarding the impact of such an increase. Negotiations regarding the impact shall not delay the implementation of the calendar.

B. A copy of each campus' official academic calendar shall be sent to the UC-AFT by July 1 of each year or as soon thereafter as available. Proposed calendars will be sent to the UC-AFT as available.

ARTICLE 31 PROGRESSIVE DISCIPLINE AND DISMISSAL

A. Definitions

1. Discipline is a written censure, suspension without pay, reduction in pay and/or demotion for serious misconduct and/or serious dereliction of academic duty which violates University policy and for which a member of the Academic Senate would face similar sanction, or for poor academic performance.

2. Dismissal is the termination of employment, initiated by the University, for serious misconduct and/or serious dereliction of academic duty which violates University policy and for which a member of the Academic Senate would face similar sanction, or for poor academic performance.

B. Special Procedure for Discipline and/or Dismissal for Poor Academic Performance

If the University has good reason to believe that there has been a significant and continual decline in the quality of an instructor's work, and that as a result the instructor is no longer fit to perform his/her duties as described in this MOU and other applicable written University policies, an appropriate academic University official should discuss the matter with the faculty member in a personal conference setting forth the University's specific concerns and the steps necessary for the instructor to take to correct them.

If the instructor's performance does not improve within a reasonable timeframe as a result of this conference, the University shall issue to the affected instructor a written statement of the improvements necessary to bring his/her performance up to standard, and provide a reasonable period to demonstrate adequate improvement.

If, after that period has elapsed, the University determines that the instructor continues to be unfit to perform his/her duties at the appropriate level, as defined in the Appointments Article, the standard disciplinary procedure shall be employed:

C. Standard Procedure for Discipline and/or Dismissal

Step 1: Written Notice of Intent

1. The University shall provide written Notice of Intent, as described in Section 2 below - for one of the following actions: written censure, suspension without pay, reduction in pay, demotion, or dismissal.

2. Issuance and Content

a. Issuance. Written Notice of Intent shall be given to the affected faculty/instructor in the unit, either by delivery of the notice to the faculty/instructor in the unit in person, or by placing the Notice of Intent in the United States Mail, first-class, postage-paid, in an envelope addressed to the faculty/instructor in the unit at the last known home address of the faculty/instructor in the unit, with a copy by campus mail to the campus office address of the faculty/instructor in the unit. A copy of the notice will be sent to the local UC-AFT if so requested by the affected faculty/instructor in the unit. It shall be the responsibility of the faculty/instructor in the unit to inform the designated University office in writing of his or her current home address and of any change in such address, and the information so provided shall constitute "the employee's last known home address." Whether delivery is made in person or by mail, the Notice of Intent shall contain a statement of delivery or mailing indicating the date on which the Notice of Intent was personally delivered or deposited in the United States Mail. Such date of delivery or mailing shall be presumed to be the date of issuance of the Notice of Intent.

b. Content. The notice shall:

1. inform the faculty/instructor in the unit of the disciplinary or dismissal action intended and the effective date of the action;
2. provide an explanation of the reason for the action, including, where appropriate, illustrative materials;
3. inform the faculty/instructor in the unit of the right to respond and to whom to respond within the applicable time limit in accordance with Section C.; and,
4. inform the faculty/instructor in the unit of the right to representation by a representative of his/her choice, including the UC-AFT.

c. The University shall accept advance written authorization from the faculty/instructor in the unit for notice to the UC-AFT in the event of any proposed disciplinary or dismissal action.

Step 2: Response to Written Notice of Intent

The faculty/instructor in the unit or his/her designated representative shall be entitled to respond, either orally or in writing, to the Notice of Intent described above. If the written Notice of Intent is delivered in person to the faculty/instructor in the unit, the response must be received within twenty-five (25) calendar days from the issuance of the written Notice of Intent. If the written notice is mailed to the faculty/instructor in the unit, the response must be received within thirty (30) calendar days from the date of the issuance of such written Notice of Intent.

Step 3: Written Notice of Action or Proposed Action

After review of a timely response, if any, the University shall notify the faculty/instructor in the unit and his/her designated representative in a written Notice of Proposed Action for Dismissal or Notice of Disciplinary Action within thirty (30) calendar days of the date of issuance of the written Notice of Intent of any action to be taken and of his/her procedural options. Such action may not include discipline more severe than that described in the written Notice of Intent; however, the University may reduce such discipline without the issuance of a further written Notice of Intent.

Step 4: Procedure for Review of Proposed Dismissal

Faculty/instructors in the unit, except those identified in Step 4.4, who are subject to dismissal under this Article may elect to have the proposed dismissal action reviewed under only one (1) of the following procedures. A faculty/instructor in the unit so subject must notify the designated University official within seven (7) calendar days from the date of receipt of the written Notice of Proposed Dismissal Action or within thirty (30) calendar days from the date of issuance of the written Notice of Intent, whichever is longer, which procedure, if any, she/he wishes to use.

1. Committee Review of Proposed Dismissal Action

- a. A three-member committee appointed by the University shall investigate and advise the administration regarding the appropriateness of the proposed dismissal action. At least one member of the committee shall be appointed from a list submitted by the reviewee of at least three (3) academic appointees from the reviewee's campus. The faculty/ instructor in the unit shall be entitled to two (2) peremptory challenges once informed in writing of the constitution of the committee. The University will replace any challenged member.
- b. After receipt of a timely response and review as stated in Step 4.1.a), the University shall notify the faculty/ instructor in the unit and his/her designated representative of any action to be taken.
- c. Dismissal actions reviewed under this procedure may be appealed only under the Grievance Procedure of this Memorandum of Understanding.

2. Academic Senate Review of Proposed Dismissal Action

a. A proposed dismissal action may be reviewed through the applicable procedures in effect at the time, if any, for hearings before the Academic Senate.

b. After receipt of a timely response and review as stated in Step 4.2.a) the University shall notify the faculty/ instructor in the unit and his/her designated representative of any action to be taken.

c. 3. The faculty/instructor in the unit under review cannot be dismissed until the review process is complete or the term of appointment expires.

4. Faculty/instructors in the unit in the titles listed in Appendix G may use only the Committee Review of Proposed Dismissal Action procedure set forth above.

5. A faculty/instructor in the unit may choose to go directly to the Grievance Procedure of this Memorandum of Understanding in lieu of any of the review procedures described above.

Step 5. Procedure for Appeal of Disciplinary Action

Faculty/instructors in the unit, except those identified in 3 below. who have been demoted, reduced in pay, or suspended without pay under this article may choose to appeal the action under only one of the following procedures. After receipt of the notice of the action, the faculty/instructor in the unit or his/her designated representative shall inform the designated University official in writing, within seven (7) calendar days from the date of receipt of written Notice of Action or within thirty (30) calendar days of the date of issuance of the written Notice of Intent, whichever is longer, which of the following procedures he/she has chosen.

1. Appeal Through Academic Senate for Review of Disciplinary Action

a. Any disciplinary action, except written censure, may be reviewed through the applicable procedures in effect at the time, if any, for hearings before the Academic Senate.

b. After review of the recommendation of the Academic Senate, the University shall notify the faculty/instructor in the unit and his/her representative of the result of this review.

c. d. Should the appropriate committee of the Academic Senate decline jurisdiction on a matter of discipline, the faculty/instructor in the unit or his/her representative may, within ten (10) calendar days after the date of issuance of the written notice thereof, use the appeal process pursuant to F.2.

2. Grievance Appeal of Disciplinary Action

Disciplinary actions, including written censure, taken under this procedure may be appealed under Article 33 - Grievance Procedure.

3. Unit members in the titles listed in Appendix G may use only the grievance procedures of this Memorandum of Understanding.

4. A faculty/instructor in the unit may choose to go directly to the grievance procedures of this Memorandum of Understanding in lieu of any of the review procedures described above.

D.Grievability and Arbitrability

1. The imposition of disciplinary or dismissal action shall not extend the time limits for the filing of a grievance on any other matter under Article 33 - Grievance Procedure.

2. Disciplinary or dismissal actions are subject to Article 33 - Grievance Procedure and Article 34 - Arbitration.

ARTICLE 32 SEXUAL HARASSMENT

A. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of instruction, employment, or participation in other University activity;

2. submission to or rejection of such conduct by an individual is used as a basis for evaluation in making academic or personnel decisions affecting an individual; or,
 3. such conduct could reasonably be assumed to have the purpose or effect of interfering with an individual's performance or creating an intimidating, hostile, or offensive working environment.
- B. Sexual harassment complaints by faculty/instructors in the unit:
1. may be processed in accordance with Article 33 - Grievance Procedure; or,
 2. may be processed in accordance with the pre-grievance complaint resolution process of the sexual harassment complaint resolution procedures in effect at the time at the location of the faculty/instructor in the unit. (For informational purposes only, see Appendix E for identification of the current campus Complaint Resolution Officer(s) and information regarding access to the current campus procedure.) If the sexual harassment complaint is not resolved through the local pre-grievance complaint resolution process, the complaint may be taken to Step III of Article 33 - Grievance Procedure.
- C. Disciplinary action taken against a faculty/instructor in the unit resulting from a sexual harassment complaint will be considered to be for misconduct and will be taken in conformance with the procedures set forth in Article 31 - Discipline and Dismissal.

ARTICLE 33 GRIEVANCE PROCEDURE

A. General Provisions

1. **Definition.** A grievance is a claim that a certain article(s) of this Memorandum of Understanding or incorporated references to the Academic Personnel Manual (APM) has (have) been violated by the University during the term of this Memorandum of Understanding.
2. **Standing.** Except as otherwise provided in this Memorandum of Understanding, a grievance may be filed by a faculty/instructor in the unit or the UC-AFT. The University may not bring a grievance through this procedure.
3. **Filing Deadline.** A formal grievance must be filed in writing within forty-five (45) calendar days from the date on which the faculty/instructor in the unit or the UC-AFT knew or could be expected to know of the event or action which gave rise to the grievance, or within fifteen (15) calendar days from the date of the separation of the faculty/instructor in the unit from University employment, whichever occurs first. Formal grievances shall be filed with the campus office and/or officer designated in Appendix A.
4. **Consolidation.** Grievances brought by, or related to, two (2) or more faculty/instructors in the unit, and multiple grievances by or related to the same faculty/instructor in the unit, which concern the same incident, issue or course of conduct, may be consolidated for the purposes of this procedure; provided that the time limits described in this Article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances. Consolidated grievances may be severed. A grievance shall be consolidated or severed only by agreement between the grievant or the grievant's representative and the University.
5. **Representation.** A faculty/instructor in the unit shall have the right to be represented at all steps of the Grievance Procedure by him/herself or by any person of his or her choice other than a University employee who has been designated as supervisory, managerial or confidential within the meaning of the Higher Education Employee-Employer Relations Act (HEERA). The grievant shall provide the University written notice of the name and address of his/her representative. The University shall notify the UC-AFT of any formal grievances filed where the UC-AFT is not chosen as the representative of the grievant. The grievant's representative may be

assisted in grievance meetings by another faculty/instructor in the unit or, if applicable, a UC-AFT representative.

6. Settlement Offers. Settlement offers shall be confidential and inadmissible at subsequent steps. The settlement shall become final so long as the adjustment is not inconsistent with the terms of this Memorandum of Understanding and provided that the UC-AFT, if not involved in representation, has been given ten (10) calendar days to file a response.

7. Documents. Except by agreement between the grievant or the grievant's representative and the University, documents and communications that are filed with the University and are related to the processing of a grievance shall be kept separate from the grievant's personnel files. In the event the grievant or UC-AFT requests documents

8. Time Limits and Extension of Time Limits. Deadlines which fall on days which are not business days at the campus at which the grievance is filed will be automatically extended to the next business day. If a University official fails to meet a deadline, the grievant may move the grievance to the next step in the process.

Time limits set forth in this Article may be extended only by agreement in writing of the grievant, the grievant's representative, if any, and the University.

9. Release Time. Grievants, their representatives or other faculty/instructors in the unit shall be released from their regular assigned duties to investigate or prepare a grievance, and time involved in such activities shall be considered time worked. Reasonable efforts will be made by the University not to call meetings during scheduled class hours of the grievant or the grievant's representative. Designated UC-AFT representatives shall receive one course per year for grievance handling (or, for NSF whose primary responsibilities do not involve course instruction, an equivalent). Grievants shall have access to administrative support as needed to ensure their ability to participate fully in the handling of their case. B. Step 1.

1. Within thirty (30) days after the grievant became aware of the event that is the subject of the grievance, the grievant shall attempt to schedule an informal meeting with the individual who made the decision that is the subject of the grievance.

2. An oral response shall be given by such individual at the informal discussion or within ten (10) calendar days of the informal discussion.

3. If the grievance is not resolved through informal discussion, the faculty/instructor in the unit shall seek review as set forth below.

4. Attempts at informal resolution do not extend the forty-five (45) calendar day time limit to file at Step 2 unless an extension of the time limit has been agreed to as set forth in Section A.8 above or the inability to schedule such meeting makes the timeliness unworkable.

5. Step 1 may be waived by agreement of the parties.

C. Step 2.

1. A grievant who has completed Step 1 of this procedure or who has appealed discipline or dismissal through the Discipline and Dismissal Article of this Memorandum of Understanding may file a written grievance as set forth below.

a. A written grievance must be filed with the campus designated grievance officer listed in Appendix A on the grievance form provided by the University within fifteen (15) calendar days following the following the response described in B.1.2 above, or forty-five (45) calendar days from the date on which the faculty/instructor in the unit or the UC-AFT knew or could have been expected to know of the event or action which gave rise to the grievance in the event no such meeting takes place, or within fifteen (15) calendar days after the date of separation from University employment of the faculty/ instructor in the unit, whichever occurs first. Any

grievance which is filed out of compliance with these time limits is considered withdrawn by the grievant and/or UC-AFT, as applicable. Attempts at informal resolution (Step 1) do not extend these time limits, unless an exception of time limit has been agreed to as set forth in Section A.8.

b. The written grievance must contain the following information:

1. the specific Article or Section of the Memorandum of Understanding alleged to have been violated;
2. the date(s) and nature of the action grieved and how it violated the above described provision of the Memorandum of Understanding;
3. how the faculty/instructor in the unit was adversely affected; and,
4. the remedy requested.

a. Within ten (10) calendar days of the receipt of the written grievance, the University shall schedule a review with a designated campus official at a higher administrative level.

b. An oral or written response shall be given at the review or within ten (10) calendar days of the review. Resolution at this step, although final, shall not be precedential nor inconsistent with this MOU.

c. If the grievance is not resolved, the grievant may seek further review in the manner described below in Section D.

2. Step 2, except for the filing of the grievance in accordance with Section C.1.a) and b), may be waived by agreement of the parties.

D. Step 3.

1. If the grievance has not been resolved at Step 2, the grievant or the grievant's representative may request, in writing to the campus designated grievance officer, a Step 3 review. Such request must be made within fifteen (15) calendar days from the date of the oral or written response at Step 2.

2. If either the grievant or the grievant's representative or the grievance officer requests a meeting to discuss the merits of the grievance, one shall be conducted within fifteen (15) calendar days of the request for the Step 3 review. If a meeting occurs, the grievant and/or the grievant's representative may be present. Also, the grievant or the grievant's representative shall be able to bring people to the meeting who have information to present about the grievance. With the agreement of the parties, the grievant or the grievant's representative may bring observers to the meeting.

3. The grievant and/or the grievant's representative must present all known evidence and contentions relevant to the grievance at this Step 3 review. Contentions not made known by the parties at this time are not subsequently admissible.

4. Notice to the grievant of the University's final decision will be as set forth below.

a. For grievances where the UC-AFT represents the grievant:

1. If no Step 3 meeting is requested, the University shall mail the written decision to the grievant and/or the grievant's representative within fifteen (15) calendar days following the date of receipt of the request for a Step 3 review. If a meeting is requested, the University shall mail the written decision to the grievant and/or the grievant's representative within fifteen (15) calendar days following the meeting. The University's decision shall become final within forty-five (45) calendar days following the mailing, unless within that time, the UC-AFT has appealed the decision to arbitration.

b. For grievances where the UC-AFT does not represent the grievant:

1. If no Step 3 meeting is requested, the University shall mail a copy of the grievance and proposed resolution to the UC-AFT within fifteen (15) calendar days following the date of

receipt of a request for a Step 3 review. If a Step 3 meeting is requested, the University shall mail a copy of the grievance and proposed resolution to the UC-AFT within fifteen (15) calendar days following the meeting.

2. The UC-AFT shall be given ten (10) calendar days from the date of issuance of such copy to comment in writing on the proposed resolution.

3. The University shall not implement the proposed resolution of the grievance until timely receipt and review of the UC-AFT's written comments, if any.

4. Following receipt of the UC-AFT's comments or ten (10) calendar days from date of issuance, whichever occurs first, the University will mail its decision to the grievant and/or the grievant's representative and will mail a copy to the UC-AFT.

5. The decision of the University shall become final, so long as the decision is not inconsistent with the terms of this Agreement, within forty-five (45) calendar days of the mailing of the decision to the grievant and/or the grievant's representative, unless within that time, the UC-AFT has appealed the decision to arbitration.

E. The grievant and his/her representative shall be provided an opportunity to meet informally with administrators at the Step Two and Step Three levels prior to the formal grievance meetings. The grievant and the University shall attempt to reach an informal settlement.

F. **Alternative Dispute Resolution Mechanism**

An employee in the Unit shall be entitled to the procedures of APM 140 for grievances that allege a violation of University policy not otherwise covered by this MOU.

ARTICLE 34 ARBITRATION

A. An appeal to arbitration may be made only by the UC-AFT and only after the timely exhaustion of the Grievance Procedure of this Memorandum of Understanding. The written appeal to arbitration must be received by the designee of the Office of Labor Relations of the Office of the President within forty-five (45) calendar days of the mailing of the final University decision to the UC-AFT (Article 33 - Grievance Procedure). The written appeal must be signed by the UC-AFT President and/or the UC-AFT Executive Director and must include:

1. name, mailing address and campus location of the grievant(s);
2. name and address of the UC-AFT representative who is responsible for the appeal to arbitration and to whom all correspondence is to be sent;
3. a copy of the completed grievance form;
4. a statement setting forth the unresolved issue(s), the Articles of the Memorandum of Understanding alleged to have been violated, and the remedy requested; and,
5. a completed proof of service form.

Appeals to arbitration which are not processed within the above time limit and/or which do not contain the appropriate UC-AFT signature are ineligible for arbitration. If a grievance is not appealed to arbitration, the University's written Step 3 answer shall be final.

Absent resolution of the grievance during this time, the designee of the Office of Labor Relations of the Office of the President shall notify the UC-AFT of the University's agreement to proceed to arbitration within thirty (30) calendar days of the date of mailing of the appeal to arbitration. The University's response will include a proof of service and the name and mailing address of the University's representative who is responsible for the appeal to arbitration and to whom all correspondence should be addressed.

B. Selection of Arbitrator

1. Within fifteen (15) calendar days of the mailing of the University's response to the UC-AFT's appeal to arbitration, the UC-AFT will contact the University's representative responsible for the appeal to arbitration to initiate the selection of an arbitrator. Failure to contact the University's representative within the established time frame will be considered as a withdrawal of the arbitration.

2. If the parties cannot mutually agree to the selection of an arbitrator from the panel, the parties shall alternately strike one name each from the list of panel members. Unless the parties agree otherwise, the party selecting first shall be determined by the flip of a coin. The remaining name shall be designated as the arbitrator.

3. The selection of the arbitrator shall be accomplished no later than thirty (30) calendar days from the issuance of the University's response to the appeal to arbitration.

4. Upon selection of an arbitrator, the University, following consultation with the UC-AFT regarding hearing dates, will notify the arbitrator and request hearing date(s) no earlier than twenty-one (21) calendar days from the date of mailing of the letter. A copy of the letter to the arbitrator shall be sent simultaneously to the UC-AFT representative responsible for the appeal to arbitration.

C. Expedited Arbitration

If the parties agree to use an expedited form of arbitration, the following will occur:

1. the arbitrator will be selected in accordance with Section B. above;
2. the case shall be heard on the arbitrator's earliest available date, unless otherwise agreed by the parties;
3. there shall be no transcript of the proceedings;
4. post-hearing briefs will be waived; and,
5. the arbitrator will issue a written decision within seven (7) calendar days following the close of the hearing record unless the parties agree, prior to the commencement of the arbitration, that the arbitrator rule on the issues at the close of the hearing in lieu of a written decision.

D. Arbitration Procedure

1. In order for grievances to be considered timely and arbitrable under this Article, the scheduling of the arbitration hearing date must be accomplished no later than ninety (90) calendar days from the date the grievance was originally appealed to arbitration. Should the parties be unable to agree to a hearing date, the authority to schedule the hearing rests with the arbitrator.

2. Prior to the arbitration hearing, the UC-AFT and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible. At least seven (7) calendar days prior to the arbitration hearing the parties shall exchange lists of known witnesses.

3. During the arbitration proceeding the parties shall have an opportunity to examine and cross-examine witnesses under oath and to submit relevant evidence. Issues and allegations shall not be introduced at the arbitration hearing which were not introduced during Step 3, of the Grievance Procedure of this Memorandum of Understanding. Settlement offers made during the Grievance Procedure shall not be introduced as evidence in arbitration.

4. The arbitrator shall have the authority to subpoena witnesses or documents.

5. Either or both parties may, at their discretion, file briefs with the arbitrator. The order and time limits of briefing shall be either as agreed to by the parties or as specified by the arbitrator. Briefing time limits may be extended if agreed upon by the parties. Prior to the commencement of the Arbitration the parties may agree to waive the filing of briefs, and in lieu of a written decision, the arbitrator will rule at the close of the hearing.

6. The arbitration hearing shall be closed unless the parties otherwise agree in writing.
7. Unless the parties agree otherwise where arbitrability is an issue, the arbitrator shall conduct a hearing and issue a decision first on arbitrability. The parties may agree to conduct the hearing on arbitrability pursuant to Section C. of this Article.
8. An appeal to arbitration shall not inhibit efforts by the University and UC-AFT to resolve the grievance. The UC-AFT shall have authority to withdraw a grievance or enter into an agreement with the University to settle a grievance appealed to arbitration. An agreement to settle or withdraw a grievance appealed to arbitration reached between the University and the UC-AFT shall be binding on employees represented by the UC-AFT.
9. In all cases appealed to arbitration except for actions taken pursuant to Article 31 - Discipline and Dismissal, the UC-AFT shall have the burden of proceeding.
10. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The arbitrator's decision will set forth the findings of fact, reasoning, and conclusions on the issues submitted by the parties. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this Memorandum of Understanding.
11. The decision and award of the arbitrator shall be final and binding upon the parties to this Memorandum of Understanding and the faculty/instructors in the unit. The University will not be liable for back wages or other monetary reimbursement for:
 - a. any period of time during which an extension of time limits has been granted at the request of the UC-AFT;
 - b. any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the UC-AFT; and,
 - c. any period of time greater than thirty (30) calendar days prior to the date the grievance was filed pursuant to Article 33 - Grievance Procedure.
12. The arbitrator's fees, AAA fees and the costs of transcripts requested by the arbitrator or both parties shall be equally borne by the parties. Costs for transcripts requested by only one party, shall be borne by the requesting party.
13. A party which cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by arbitrator, court reporter or AAA.

E. Extension of Time Limits

Time limits set forth in this Article may be extended by agreement of the parties in writing in advance of the expiration of the time limit.

F. Upon advance request, the grievant and the UC-AFT representative, if the representative is a faculty/instructor in the unit, shall be granted leave with pay to attend arbitration hearings and meetings convened by the University. Unit members who are called by the parties to testify shall be granted leave with pay upon advance request for the period of time required to testify.

G. Panel of Arbitrators

1. The parties agree that there will be a standing panel of thirteen (13) arbitrators to hear arbitration cases scheduled for hearing pursuant to the provision of this Article.
2. The procedure for modifying the panel shall be as follows:
 - a. Each party shall have the right to eliminate up to two (2) arbitrators from the panel once each calendar year. The party exercising this right shall notify the other party in writing of the name(s) of the arbitrator(s) to be stricken from the panel.
 - b. In replacing an arbitrator who has been eliminated, declined to participate or who has resigned, or in adding an arbitrator(s) to complete the panel the parties will exchange lists of

nominations within sixty (60) calendar days. If agreement cannot be reached on all thirteen (13) arbitrators, the remaining number needed to complete the panel will be selected alternately by the parties. The party selecting first shall be determined by the flip of a coin. Any arbitrator eliminated in a) above may not be placed on the panel again.

c. The parties shall jointly send letters to arbitrators chosen for placement on the standing panel and shall request that they agree to participate and comply with the provisions of the Memorandum of Understanding.

ARTICLE 35 IMMIGRATION REFORM AND CONTROL ACT

A. Letters of appointment/reappointment or other appropriate appointment documents will include a statement that the individual must provide verification of employment eligibility pursuant to University requirements established in accordance with the Immigration Reform and Control Act of 1986 (IRCA). Letters of appointment/ reappointment will also include notification of any proposed University assistance in complying with IRCA. The offer of the appointment, continued eligibility to complete the appointment term and the pay will be contingent on compliance with these requirements.

B. All appointments/reappointments will be contingent upon the employee's completion of an I-9 form and provision of the employment eligibility documents required by the University to comply with IRCA. Failure to provide the necessary documentation within the required time limitations or failure to remain eligible will constitute grounds for release from employment for failure to comply with University requirements implementing the IRCA.

C. Nothing in this Article prohibits the reappointment of a faculty/ instructor in the unit upon compliance with the requirements of IRCA.

D. Any employment relationship which is terminated for failure to comply with the requirements set forth herein will not be subject to Article 31 - Discipline and Dismissal.

E. When the University intends to release a faculty/instructor in the unit for failure to comply with University requirements implementing the provisions of IRCA, the faculty/instructor in the unit shall be given written notice of the intent to release.

The notice shall:

1. be given to the faculty/instructor in the unit either by delivery of the notice to the faculty/instructor in the unit in person, or by mail with a Proof of Service;
2. state how the faculty/instructor in the unit has failed to comply with University requirements implementing IRCA;
3. state that the faculty/instructor in the unit has the right to respond, and to whom, within ten (10) calendar days from the date of issuance of such notice of intent, either orally or in writing; and,
4. state the effective date of the action.

F. The University will consider any response from the faculty/ instructor in the unit. If the faculty/instructor in the unit can provide the University with proof of complete compliance with University requirements implementing IRCA, the University will withdraw the letter of intent. If no response is received by the University or the faculty/ instructor in the unit does not comply with University requirements implementing IRCA, the faculty/instructor in the unit will be released on the date set forth in the letter of intent to release.

ARTICLE 36
NO STRIKES/NO LOCKOUT

- A. The University, on behalf of its officers and agents, agrees that during the life of this Memorandum of Understanding or any written extension thereof there will be no lockouts of faculty/instructors in the unit. A lockout shall be defined for members of this unit as an action taken by the University to obtain for the University more desirable terms and conditions in the Agreement being negotiated, the result of which is the cessation of furnishing work and pay to faculty/instructors in the unit or withholding work and pay from them.
- B. The UC-AFT, on behalf of its officers, agents, and members agrees that there shall be no strikes, stoppages or interruptions of work during the life of this Memorandum of Understanding or any written extension thereof. The UC-AFT, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities by members of this unit in violation of this Article.
- C. Should a violation of this Article occur:
1. The University shall immediately take whatever affirmative action is necessary to prevent and bring about an end to the lockout activity in violation of this Article. Such affirmative action shall include written notice to the UC-AFT and to each affected faculty/instructor in the unit at his/her mailing address that the prohibited activity will cease.
 2. The UC-AFT shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such affirmative action shall include written notice to the mailing address of each faculty/instructor in the unit engaged in the prohibited activity (provided that such information has been furnished by the University or is otherwise readily available) informing him/her that the concerted activity is in violation of this Article, that engaging in such activity may lead to disciplinary action, and that faculty/instructors in the unit engaged in prohibited activity must cease such activity and immediately return to work.
- D. The UC-AFT will refuse to honor any and all picket lines established by faculty/instructors in the unit engaged in activity violative of Section B. of this Article.
- E. If the UC-AFT performs in good faith and in a timely way all of the obligations of Section C. above, the UC-AFT shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the UC-AFT or with their assistance or consent.
- F. When a faculty/instructor in the unit is absent from work without permission or abstains wholly or in part from the full performance of his or her duties without permission on the date or dates when a strike occurs, there shall be a rebuttable presumption that the faculty/instructor in the unit has engaged in such strike activity on such date or dates; and the faculty/instructor in the unit shall not be on pay or benefit status. Any faculty/instructor in the unit who violates this Article shall be subject to discipline up to and including termination of employment. The UC-AFT shall have the right to grieve any action constituting discipline and dismissal as defined in Article 31.
- G. Nothing herein constitutes a waiver of the University's or the UC-AFT's right to seek appropriate legal relief in the event of the violation of this Article.

ARTICLE 37
PAST PRACTICE NOT COVERED BY AGREEMENT

Practices and policies relating to wages, hours, and terms and conditions of employment now existing, not raised in the bargaining process and not in conflict with this Memorandum of Understanding may remain in effect. The University agrees to meet and discuss confer upon request, with the UC-AFT regarding the elimination or modification of these practices and policies.

**ARTICLE 38
WAIVER**

A. The University and the UC-AFT acknowledge that during the negotiations which resulted in this Memorandum of Understanding, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum of Understanding and that this Memorandum of Understanding constitutes the agreement arrived at by the parties.

C. The University and the UC-AFT agree that the policies and procedures of the APM, insofar as they are applicable to members of this unit and are not inconsistent with the terms of this Memorandum of Understanding, apply to members of this unit and are hereby incorporated into this Agreement by reference and fully subject to the Grievance and Arbitration provisions. The following APM provisions are excepted:

75	220	310	360	640
115	240	320	365	650
120	242	330	380	680
130	245	334	385	
133	260	335	410	
135	265	340	420	
190 (D and F)	270	350	501	
191	275	355	570	
210	300	358	630	

Where provisions of the APM and provisions of this Memorandum of Understanding are in conflict, the terms of the Memorandum of Understanding shall be controlling.

Changes in the policies and procedures applicable to faculty/instructors in the unit will be subject to notice and the meet and confer process. Implementation of any of these proposed policies, procedures, rules or regulations, will not be delayed for other employees by the failure of the parties to complete the meet and confer process or the failure to reach agreement.

D. The University and the UC-AFT agree that the University may, during the life of this Memorandum of Understanding, establish and administer policies, procedures, rules and regulations. In the event the University proposes the establishment of a policy, procedure, rule or regulation that affects the terms and conditions of employment of faculty/ instructors in the unit, the University agrees to meet and confer upon timely written request with the UC-AFT regarding the impact on members of the unit. The requirement for a timely written request to bargain is contingent upon UC-AFT receiving timely written notice of the change.

Implementation of any of these proposed policies, procedures, rules or regulations, will not be delayed for other employees by the failure of the parties to complete the meet and confer process or the failure to reach agreement.

E. Upon the execution of this agreement, all “side letters” executed by the Parties shall be null and void unless the parties specifically agree to their continuation.

F. Except as otherwise provided for in this Memorandum of Understanding, or upon mutual consent of the parties to seek written amendment thereto, the University and the UC-AFT, for the life of this Memorandum of Understanding, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Memorandum of Understanding, or with respect to any subject or matter not specifically referred to or covered by this Memorandum of Understanding, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Memorandum of Understanding.

ARTICLE 39 SEVERABILITY

In the event that any provision of this Memorandum of Understanding becomes invalid or void by statute, legislative action or final judicial decision by a court of competent jurisdiction, or in the event that any provision conflicts with the provisions of a statute or the Constitution of the United States or California, according to such final judicial decision, such action shall not invalidate the entire Memorandum of Understanding. It is the express intention of the parties that all other provisions not declared invalid or void shall remain in full force and effect. In the event that any provision of this Memorandum of Understanding becomes invalid or void, the parties agree to meet within thirty (30) calendar days upon request of either party in an attempt to reach an agreement on a substitute provision.

ARTICLE 40 SUCCESSORS

A. If a University location in which there are faculty/instructors in the unit is to be sold or transferred, the University agrees to provide notice to the UC-AFT and to meet and confer regarding the impact on faculty/instructors in the unit.

B. If The Regents of the University of California is replaced by a different governing body, the terms and conditions of this Memorandum of Understanding will continue in full force and effect for its duration.

ARTICLE 41 DURATION

A. This Memorandum of Understanding shall remain in full force and effect until June 30, __

B. Except as provided herein, neither party shall have any duty to meet and confer with respect to any modifications of this Memorandum of Understanding.

C. Written proposals for a successor Memorandum of Understanding and a list of the UC-AFT bargaining team members shall be presented to the University by the UC-AFT no later than March 1, _____. The University shall present its written proposals for a successor Memorandum of Understanding to the UC-AFT no later than March 1, _____.

D. In the event that neither party gives timely notice as set forth in Section C. of this Article, this Memorandum of Understanding shall remain in effect on a year-to-year basis. In the event that the Memorandum of Understanding continues in this manner, written proposals and a list of bargaining team members for a successor Memorandum of Understanding shall be presented to the University by the UC-AFT no later than March 1 of the applicable year. The University shall present its written proposals no later than March 1 of the applicable year.

APPENDIX A
University Grievance Officers

Berkeley

Debra Harrington
Manager, Labor Relations
207 University Hall University of California
Berkeley, California 94720
(510) 643-6001

Davis

Dennis Shimek
Associate Vice Chancellor
Human Resources & Risk Management
Office of Administration
University of California One Shields Avenue
Davis, California 95616-8540
(530) 752-3383

Irvine

Ann T. Finan, Manager
Labor Relations & Consulting Services
University of California, Irvine
401 East Peltason Drive
Suite 2500 Berkeley Place Building
Irvine, California 92697-4600
(949) 824-8311

Los Angeles

Lynne Thompson
Manager, Labor Relations
University of California
10920 Wilshire Blvd., #200
Los Angeles, California 90024-6504
(310) 794-0864

Riverside

Tony Giorgio
Manager Labor Relations
University of California
1160 University Ave., Suite E
Riverside, California 92521
(909) 787-3641

San Diego

Michael Melman
Director, Labor Relations
University of California, San Diego #0921 9500
Gilman Drive
La Jolla, C California 92093-0921
(619) 534-2810

San Francisco

Linda Glasscock
Manager, Labor Relations
3333 California Street, Suite 305
University of California
San Francisco, California 94143
(415) 476-3906

Santa Barbara

Leslie Sanchez
Manager, Labor Relations 3101 SAASB
Building
University of California
Santa Barbara, California 93106
(805) 893-4482

Santa Cruz

Linda Listmann
Manager, Labor Relations
141A Communications
University of California
Santa Cruz, California 95064
(831) 459-2017
Lawrence Livermore National Laboratory
see Davis

APPENDIX B.1.
Summary of Insurance Benefits

For informational purposes only, a brief outline of benefit programs in effect on or after July 1, 1996, is listed below. More information can be found in general University benefits publications and individual summary plan descriptions. Specific eligibility and benefits under each plan are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible class are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each health and welfare program, see the Group Insurance Regulations.

A. MEDICAL PROGRAM

Career plans are available to eligible employees. A variety of medical plans are available to cover employees and their eligible dependents. Monthly premium costs in excess of the University contribution levels, if any, are paid by the employee through payroll deduction. Choice of plans may vary from location to location.

Eligible part-time employees appointed and paid by the University to work a specified minimum appointment and average regular paid time may be covered by the CORE major medical plan. The plan is available to the employee and eligible dependents.

B. DENTAL PROGRAM

Available to eligible employees. Employees may cover themselves and eligible dependents. Monthly premium costs in excess of the University contribution level, if any, are paid by the employee through payroll deduction.

C. VISION PROGRAM

Available to eligible employees. The vision plan provides employees and their eligible dependents with coverage for vision correction. Monthly premium costs in excess of the University contribution level, if any, are paid by the employee through payroll deduction.

D. LIFE INSURANCE PROGRAM

1. University-Paid

Eligible employees are automatically covered by a University-paid Career term life insurance policy.

Eligible part-time employees appointed and paid by the University to work a specified minimum appointment and average regular paid time are automatically covered by a University-paid CORE term life insurance policy.

2. Employee-Paid

Available to eligible employees. Optional personal life insurance and dependent life insurance may be purchased by the employee.

E. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Optional AD&D insurance may be purchased by eligible employees. Employees may select various amounts of coverage to cover themselves and their eligible dependents.

Eligible part-time employees appointed and paid by the University to work a specified minimum appointment and average regular paid time may also purchase optional AD&D insurance.

F. DISABILITY INSURANCE PROGRAM

1. University-Paid Disability Insurance

University-paid disability insurance is available to eligible employees.

2. Employee-Paid Disability Insurance

Optional employee-paid insurance may be purchased by eligible employees.

G. LEGAL EXPENSE INSURANCE PLAN

Legal expense insurance may be purchased by eligible employees. The legal plan provides employees and their eligible dependents with coverage for a variety of legal services. The plan is employee-paid through payroll deductions.

H. TAX EFFECTIVE SALARY REDUCTION PROGRAMS

1. Tax Savings on Insurance Premiums (TIP)

Employees enrolled in certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. This program allows employees to pay health plan premiums on a pre-tax salary reduction basis. After the University contribution, if any, is applied, the net insurance premiums are deducted from gross pay before federal and state taxes are calculated.

2. Dependent Care Assistance Program (DepCare)

Available to eligible employees. This program allows employees to pay for eligible dependent care expenses on a pre-tax, salary reduction basis.

I. AUTO/HOMEOWNER INSURANCE

Eligible employees may purchase individual auto and home insurance policies through payroll deduction.

APPENDIX B.2

Summary of Other Benefits

A. DEATH PAYMENTS

Upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death a sum equal to the deceased's regular salary for one (1) month shall be paid to the deceased's spouse, or if there is no spouse, to the employee's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse and/or eligible dependent(s).

B. HOUSING PROGRAMS

A broad set of housing programs are available on the campuses. These programs include faculty rental housing, mortgage assistance programs, faculty home loan programs, housing allowance, short-term housing loan programs, salary differential housing allowance, and housing for sale on University land. The eligibility and availability of each of these programs vary substantially from campus to campus in accordance with local procedures.

C. BUSINESS TRAVEL ACCIDENT INSURANCE

Employees who are traveling on official University business are covered by \$100,000 of accidental death and a scheduled dismemberment insurance.

D. FEE WAIVER

Faculty/instructors in the unit appointed at fifty percent (50%) or more of full time, who are residents of the State of California for twelve (12) months or more, are eligible for a two-thirds (2/3) reduction of both the University registration fee and the University educational fee, for up to nine (9) units or three (3) regular session University courses per quarter, or up to six (6) units or two (2) regular session University courses per semester, whichever is greater. University extension courses are not included.

E. WORK-INCURRED INJURY OR ILLNESS

Faculty/instructors in the unit who are unable to work due to a work-incurred injury or illness may be covered by the California Workers' Compensation Act.

APPENDIX C

Summary of Retirement Benefits/Plans

A. SAVINGS PROGRAM

1. Tax-Deferred 403 (b) Plan

Participation in the UCRS Tax-Deferred 403 (b) Plan is available to all University employees except students who normally work less than 20 hours per week.

The Plan provides the following investment options:

- a. UC Managed Funds - Participants can choose from one of six investment funds: Savings, Money Market, Insurance Company Contract, Equity, Bond and Multi-Asset Funds.
- b. Calvert's Social Investment Fund - Managed Growth Portfolio - Through a custodial account arrangement with UC, contributions can be invested in this socially conscious fund.
- c. Fidelity Investments - Also available through a custodial account arrangement with UC, Fidelity Investments Company offers a wide variety of mutual funds investments to choose from.

2. Defined Contribution Plan (DCP)

- a. Voluntary participation in the After-Tax Account is available to all University employees except students who normally work less than 20 hours per week. Payroll deductions may be invested in any of the UC-Managed Funds: Savings, Money Market, Insurance Company Contract, Equity, Bond and Multi-Asset Fund.
- b. All member contributions to the University of California Retirement Plan (UCRP) are currently redirected to the Pretax Account. Payroll reductions default to the Savings Fund, unless a participant elects one of the other UC- Managed Funds: Money Market, Insurance Company Contract, Equity, Bond or Multi-Asset Funds or one of the Fidelity mutual funds. Redirection is subject to annual Regental review.
- c. Employees hired or rehired 10/19/92 or later, who are not in a UC-sponsored defined benefit retirement plan (except UC students and nonimmigrant aliens with F1 or J1 visa status or whose wages are subject to foreign [home country] taxes or contributions under a Social Security totalization agreement), must make contributions of 7.5% of earnings up to the Social Security wage base to the Pretax Account (Safe Harbor contributions) in lieu of paying the Old Age, Survivors and Disability Insurance portion of Social Security taxes. Payroll reductions default to the Savings Fund, unless a participant elects one of the other five UC-Managed Funds or one of the Fidelity mutual funds.

3. IRA's, U.S. Savings Bonds and Benham California Tax Free Trust

Through payroll deduction, investments can be made in United States Series EE Savings Bonds, Individual Retirement Accounts and the Benham California Tax-Free Trust.

B. TAX EFFECTIVE SALARY REDUCTION PROGRAMS

1. Retirement Tax Savings Plan

Required monthly Member Contributions to the University of California Retirement Plan, if any, and those contributions to the DCP Pretax Account are automatically deducted from gross pay before federal and state taxes are calculated.

C. UNIVERSITY OF CALIFORNIA RETIREMENT PLAN (UCRP)

The University of California Retirement Plan (UCRP) is a defined benefit plan which provides monthly retirement, disability, and survivor income for members and their dependents. In general, UCRP membership is required for employees who are appointed to work 50% time or

more for at least one year. Employees with visiting appointments are not allowed to participate. Retirement plan membership continues, regardless of changes in appointment, until there is a break in service (e.g., termination of University employment).

UCRP became coordinated with Social Security on April 1, 1976. All UCRP members hired after that date are also required to participate in Social Security, UCRP provides the following: Retirement benefits based on age, salary, and years of service. Available at age 50 with five years of service. Cost of living increases are applied to the benefit each year based on the Consumer Price Index. Part of the benefit is automatically continued to eligible survivor(s) after the retired member's death. Additional survivor benefits can be elected at retirement, with a reduction in the member's benefit.

Lump Sum Cashout benefit based on present value projection of the lifetime monthly retirement benefit including cost of living increases. Available to members eligible to retire after separation. Cashout election means a member forfeits all rights to other UCRP benefits and annuitant health and welfare benefits.

Disability benefits based on salary and years of service. For employees who entered UCRP before April 1, 1980, disability benefits are available after two years of service. For employees who entered UCRP on or after April 1, 1980, disability benefits are available after five years of service credit.

Capital Accumulation Provision benefit based on allocations made for certain eligible active members on specified dates and is calculated as a percentage of covered compensation paid during specified periods. Interest is earned at a fixed rate and is credited monthly.

Survivor benefits based on salary, if death occurs before retirement. Available after accruing two years of service credit in the Plan. Other survivor benefits are payable if the member was eligible to retire on date of death.

Lump-Sum Death benefits are:

\$7,500 for active, inactive and retired members.

If an active member of the grandfathered group (a member before October 1, 1990), \$1,500 plus the final salary for one month or \$7,500, which ever is greater.

All UCRP benefits are funded through University and Member Contributions plus earnings. Contribution rates are established by The Regents. Service Credit is proportional to the percentage of time on pay status in an eligible appointment.

UCRP Tier Two Benefits

The Tier Two membership classification of UCRP was closed on July 1, 1990 and is only available on a continuing basis to active UCRP members who previously elected Tier Two.

APPENDIX D

Summary of Leaves

FAMILY MEDICAL LEAVE ACT

Description:

The Family Medical Leave is available to eligible employees to care for a newly born or adopted or foster child; to care for a child, parent, or spouse if the child, parent, or spouse has a serious health condition in accordance with University Policy on Implementation of the Family Medical Leave Act.

Eligibility:

Please refer to University Policy.

PARENTAL LEAVE WITHOUT PAY

Description:

Parental leave is time off for the purpose of caring for a child. It can be for a period up to a year. It is normally without pay unless combined with childbearing leave and/or active service modified duties.

Eligibility:

All faculty/instructors in the unit are eligible for parental leave.

Please refer to the University's Guidelines for the Implementation of Family Medical Leave Act for a detailed description of leave entitlement.

ACTIVE SERVICE - MODIFIED DUTIES

Description:

Periods of active service modified duties are granted to a faculty/instructor in the unit who has primary responsibility for the care of an infant for the period before and/or immediately following the birth or adoption of a child under age five. The faculty/instructor in the unit must present a written statement certifying primary responsibility for the care of the infant or child. These periods are with pay and involve reduction of normal duties. A statement of the modified duties is subject to administrative approval.

The period of active service modified duties shall not exceed the equivalent of one quarter (semester) for each birth or adoption.

Eligibility:

All faculty/instructors in the unit are eligible for active service modified duties.

Please refer to the University's Guidelines for the Implementation of Family Medical Leave Act for a detailed description of leave entitlement.

SICK LEAVE

Description:

Faculty/instructors in the unit do not accrue sick leave. However, time off for illness, disability, illness of immediate family member, bereavement or injury may be granted under other leaves with and without pay. The faculty/instructor in the unit may be required to submit satisfactory proof of illness or disability.

Eligibility:

All faculty/instructors in the unit are eligible to apply for leave with or without pay.

Please refer to the University's Guidelines for the Implementation of Family Medical Leave Act for a detailed description of leave entitlement.

PERSONAL EMERGENCY

Description:

Personal emergency leave is a leave with or without pay for natural catastrophes or emergency situations that affect the health and safety or property of the faculty/ instructor or member of his/her immediate family. Such leaves shall normally be of short duration.

Eligibility:

All faculty/instructors in the unit are eligible to apply for personal emergency leaves in accordance with other leaves with and without pay.

Please refer to the University's Guidelines for the Implementation of Family Medical Leave Act for a detailed description of leave entitlement.

CHILDBEARING

Description:

Childbearing leave is time off with or without loss of pay for the period before, during, and after childbirth. During this period, no duties are required by the University. Relief from regularly

scheduled teaching assignments for up to four months before and three months immediately after childbearing is available upon request.

If additional time off is desired it may be requested under other leave with or without pay.

Eligibility:

Please refer to the University's Guidelines for the Implementation of Family Medical Leave Act for a detailed description of leave entitlement.

VACATION

Description:

Vacation is paid time off from University obligations for the purpose of rest and rehabilitation.

Eligibility:

Faculty/instructors on nine month appointments do not accrue vacation.

Faculty/instructors on eleven month appointments at least fifty percent for at least six months accrue vacation.

Accrual and Use:

Eligible fulltime faculty/instructors in the unit accrue vacation at the rate of two (2) working days a month. Eligible part-time faculty/instructors in the unit accrue vacation at a proportionate rate of full time credit.

Vacation allowance shall not accrue during a leave of absence without pay. Vacation credit shall be accrued by a faculty/instructor in the unit on a leave of absence with pay.

Vacation credit may accrue to a maximum of forty-eight (48) working days.

Accrued vacation shall be used at a time or times in keeping with the program of work being conducted by the faculty/instructor in the unit, and approved by the designated University official.

Regularly scheduled days off and University administrative holidays shall not be charged against vacation time.

Except when a campus allows the use of anticipated vacation in times of holiday closures, a faculty/ instructor in the unit may not anticipate vacation, that is, vacation is limited to the vacation time actually accrued by the date set for the faculty/ instructor's vacation.

Records shall be maintained for faculty/instructors in the unit who accrue vacation showing accrual and usage of vacation leave credit.

Terminal Vacation Pay:

A faculty/instructor in the unit who is resigning or otherwise leaving University service and who has been unable to use accrued vacation time, shall be paid for vacation in an amount equal to the salary which would have been received for the vacation period if the faculty/instructor in the unit had continued in University service subject to the following restrictions:

Terminal vacation pay may not exceed forty-eight (48) working days' salary;

A faculty/instructor in the unit who resigns within six (6) months after initial appointment is entitled to terminal vacation pay;

The last day of work shall be the effective date of termination except that a faculty/ instructor in the unit who is retiring may use vacation up to the effective date of retirement.

A faculty/instructor in the unit who dies shall have his or her accrued vacation credit paid to his/her designated beneficiary.

WITNESS LEAVE

Description:

Witness leave is leave with pay for time spent attending administrative or legal proceedings on behalf of the University or appearing as a subpoenaed witness in an administrative or legal

proceeding. Leave shall be granted for the actual time spent in proceedings and in related travel not to exceed the faculty/instructor's normal work day and work week. Leave with pay will not be granted when a faculty/instructor is a plaintiff or defendant in a proceeding unrelated to University employment, is called or subpoenaed as a paid expert witness not on behalf of the University or is called or subpoenaed because of duties for another employer.

Eligibility:

All faculty/instructors in the unit are eligible to apply for leaves in accordance with other leaves with and without pay.

JURY DUTY

Description:

Jury leave is leave with pay to serve on jury duty. Verification of actual service for jury duty shall be provided by the faculty/instructor to the appropriate University official upon request.

Eligibility:

All faculty/instructors in the unit are eligible to apply for jury duty leave in accordance with other leaves with pay.

PROFESSIONAL MEETINGS

Description:

Professional leave is leave with or without pay to attend professional meetings. During the period of leave, faculty/instructors shall be responsible for the submission of any course, reports, etc., required during the period of absence.

Eligibility:

All faculty instructors are eligible to apply for professional leaves in accordance with other leaves with or without pay.

MILITARY LEAVE

Description:

Military leave is leave with or without pay for ordered attendance of military reserve training duty or emergency national guard duty, or ordered or voluntary leave for war, national emergency, national conscription, or service related to national defense. Military leave is not granted for regular weekly or monthly meetings or drills required to maintain reserve status. Faculty/instructors in the unit shall be entitled to receive salary or compensation for a maximum of 30 calendar days during one fiscal year while engaged in the performance of military duty provided the unit member has been in the service of the University for a full year prior to the commencement of military leave.

The granting of military leave and attendant pay and benefits and appointment of faculty/instructors in the unit following military leave shall be in accord with state and federal law in effect at the time.

Eligibility:

All faculty/instructors are eligible to apply for military leave of absence with or without pay.

GOVERNMENTAL SERVICE LEAVE

Description:

Governmental service leaves are leaves with or without pay for consultation or other services to governmental agencies.

Full pay may be granted for leaves of absence of thirty (30) calendar days or less when the University determines that such leaves are appropriate and meaningful. Partial pay may be granted for leaves of more than thirty (30) calendar days in exceptional cases when considerations of value to the University are involved.

Governmental agencies as used here refers to an agency of the Federal government, the State of California, a county or city within California; or any part, section, subsidiary, or agency thereof. No leave of absence with full pay will be granted by the University unless other faculty/instructors in the unit are able and will, without extra compensation, carry on the duties which the recipient of the leave is unable to perform while on leave.

A faculty/instructor in the unit may apply for a leave of absence by providing information dealing with the disposition of work during the proposed leave, the nature of the service to be rendered to the governmental agency, the amount of compensation to be received from the agency, the length of the leave, and the amount of compensation, if any, sought from the University.

Eligibility:

All faculty/instructors are eligible to apply for governmental service leaves with or without pay.

OTHER LEAVES WITH PAY

Description:

Other leaves with pay are leaves granted for good cause. Such leaves shall not exceed one (1) year. Faculty/ instructors who wish a leave of absence with pay shall submit a timely request for leave with sufficient specific information to allow the University to make a decision. The application shall identify the period during which he/she wishes to be on leave.

No leave of absence with pay shall be granted to a fiscal year appointee for more than 30 days for the purpose of attending international conferences and related scholarly activities.

Eligibility:

All faculty/instructors are eligible to apply for other leaves with pay.

OTHER LEAVES WITHOUT PAY

Description:

A faculty/instructor in the unit may apply to the appropriate University administrator for other leaves of absence without pay, which may be granted at the discretion of the University. Such leaves shall normally not exceed one (1) year. In exceptional circumstances, such leaves may be extended at the discretion of the University.

A faculty/instructor in the unit who wishes to apply for leave shall submit a timely request with sufficient information to allow the University to make a decision. The application shall identify the period during which he/she wishes to be on leave.

Eligibility:

All faculty/instructors are eligible to apply for other leaves without pay.

APPENDIX E

Sexual Harassment Complaint Resolution Officers

Berkeley

Carmen C. McKines
Title IX Compliance Officer
200 California Hall
University of California
Berkeley, California 94720
(510) 643-7985

Davis

Dennis Shimek
Associate Vice Chancellor
Human Resources & Risk Management
Office of Administration
University of California
One Shields Avenue
Davis, California 95616
(530) 752-3383

Irvine

Karen Meyers
Title IX/Sexual Harassment Officer
Equal Opportunity & Diversity Office
University of California, Irvine
524 Administration Building
Irvine, California 92697-1125
(949) 824-5594

Los Angeles

Norman Abrams
Vice Chancellor
Academic Personnel
2107 Murphy Hall
University of California
Los Angeles, California 90024
(310) 206-9345

Riverside

Gary Wilkens
Affirmative Action Officer
Affirmative Action Office
University of California
Riverside, California 92521
(909) 787-5604

San Diego

Lori Chamberlin, Director
Sexual Harassment Prevention & Policy
University of California, San Diego #0024
La Jolla, California 92093
(619) 534-8297

San Francisco

Alma Sisco-Smith
Sexual Harassment Complaint
Resolution Officer
Box 0402
University of California
San Francisco, California 94143
(415) 476-5186

Santa Barbara

Paula Rudolph
Sexual Harassment Complaint
Resolution Officer
University of California
Cheadle Hall, 2nd Floor
Santa Barbara, California 93106
(805) 893-2546

Santa Cruz

Rita Walker
Title IX Coordinator/Sexual
Harassment Officer
109 Clark Kerr Hall
University of California
Santa Cruz, California 95064
(831) 459-2462

Lawrence Livermore National Laboratory
see Davis

**TABLE 21
NSI UNIT 18
LECTURERS**

	Salary Scale		Salary Scale	
	11/1/97		10/1/98	
	<u>Annual</u> <u>Range</u>	<u>Monthly</u> <u>Range</u>	<u>Annual</u> <u>Range</u>	<u>Monthly</u> <u>Range</u>
ACADEMIC YEAR				
Lecturer	27,852 - 93,252	2,321.00 - 7,771.00	28,404 - 95,112	2,367.00 - 7,926.00
Lecturer Potential Security of Employment				
Senior Lecturer	56,220 - 93,252	4,685.00 - 7,771.00	57,348 - 95,112	4,779.00 - 7,926.00
Senior Lecturer Potential Security of Employment				
FISCAL YEAR				
Lecturer	31,632 - 110,724	2,636.00 - 9,227.00	32,268 - 112,944	2,689.00 - 9,412.00
Lecturer Potential Security of Employment				
Senior Lecturer	64,632 - 110,724	5,386.00 - 9,227.00	65,928 - 112,944	5,494.00 - 9,412.00
Senior Lecturer Potential Security of Employment				

Salaries for exclusively represented appointees are set through the collective bargaining process. For salary levels within range, see Unit 18 Academic Standard Table--Comp Group A43 Effective 10/1/98

**TABLE 39
NSI UNIT 18
SUPERVISOR OF TEACHER EDUCATION**

Salary Scale					Salary Scale						
11/1/97					10/1/98						
BA	B	MA	MA+	MA+	BA	BA+1	MA	MA+	MA+	MA+	
	A		12	26		2		12	26	36	
	+1										
	2										
I	II	III	IV	V	VI	I	II	III	IV	V	VI

2	Annual	33,468	34,968	36,636	37,416	38,256	39,156	34,140	35,664	37,368	38,160	39,024	39,936
	Monthly	2,789	2,914	3,053	3,118	3,188	3,263	2,845	2,972	3,114	3,180	3,252	3,328
3	Annual	34,704	36,204	37,800	38,568	39,420	40,320	35,400	36,924	38,556	39,336	40,212	41,124
	Monthly	2,892	3,017	3,150	3,214	3,285	3,360	2,950	3,077	3,213	3,278	3,351	3,427
4	Annual	35,808	37,296	38,940	39,708	40,536	41,472	36,522	38,040	39,720	40,500	41,352	42,300
	Monthly	2,984	3,108	3,245	3,309	3,378	3,456	3,044	3,170	3,310	3,375	3,446	3,525
5	Annual	36,984	38,508	40,164	40,956	41,856	42,696	37,728	39,276	40,968	41,772	42,696	43,548
	Monthly	3,082	3,209	3,347	3,413	3,488	3,558	3,144	3,273	3,414	3,481	3,558	3,629
6	Annual	38,148	39,600	41,376	42,072	42,948	43,824	38,916	40,392	42,204	42,912	43,812	44,700
	Monthly	3,179	3,300	3,448	3,506	3,579	3,652	3,243	3,366	3,517	3,576	3,651	3,725
7	Annual	39,348	40,908	42,480	43,224	44,052	44,940	40,140	41,724	43,332	44,082	44,928	45,840
	Monthly	3,279	3,409	3,540	3,602	3,671	3,745	3,345	3,477	3,611	3,674	3,744	3,820
8	Annual	40,440	41,988	43,728	44,448	45,264	46,104	41,244	42,824	44,604	45,336	46,164	47,024
	Monthly	3,370	3,499	3,644	3,704	3,772	3,842	3,437	3,569	3,717	3,778	3,847	3,919

Comp Group A76

Effective: 10/1/98

TABLE 38
NSI UNIT 18
DEMONSTRATION TEACHER

Level	Salary Scale						Salary Scale					
	11/1/97						10/1/98					
	BA	BA+1	MA	MA+	MA+	MA+	BA	BA+1	MA	MA+	MA+	MA+
I	II	III	IV	V	VI	I	II	III	IV	V	VI	
9	41,74	43,17	44,80	45,66	46,45	47,28	42,58	44,04	45,70	46,57	47,37	48,22
	8	6	8	0	2	0	8	0	8	2	6	8
Monthly	3,479	3,598	3,734	3,805	3,871	3,940	3,549	3,670	3,809	3,881	3,948	4,019
10	42,93	44,43	45,96	46,74	47,60	48,48	43,80	45,32	46,88	47,67	48,55	49,45
	6	6	0	0	4	0	0	4	4	6	2	2
Monthly	3,578	3,703	3,830	3,895	3,967	4,040	3,650	3,777	3,907	3,973	4,046	4,121
11	44,00	45,61		47,91	48,67	49,66	44,88	46,52	48,13	48,87	49,64	50,66
	4	247,18		6	2	8	0	4	2	6	4	4
			4									
Monthly	3,667	3,801	3,932	3,993	4,056	4,139	3,740	3,877	4,011	4,073	4,137	4,222
12	45,22	46,69	48,34	49,12	49,98	50,79	46,12	47,62	49,32	50,11	50,97	51,81
	8	2	8	8	0	6	8	8	0	2	6	6
Monthly	3,769	3,891	4,029	4,094	4,165	4,233	3,844	3,969	4,110	4,176	4,248	4,318
13	Annua					52,06						53,11
	l					8						2
Monthly						4,339						4,426
14	Annua					53,16						54,22
	l					0						8
Monthly						4,430						4,519
15	Annua					54,42						55,51
	l					0						2
Monthly						4,535						4,626

Comp Group A70
Levels 13-15 allowable only to individuals with doctoral degree.

Effective: 10/1/98

TABLE 22
NSI UNIT 18
ACADEMIC STANDARD TABLE OF PAY RATES
11/1/97 10/1/98

Salary Scale Salary Scale
Annual Monthly Hourly 1/9 Month Annual Monthly Hourly 1/9 Month

26,124	2,177.00	12.51	2,902.67	26,652	2,221.00	12.76	2,961.33
26,676	2,223.00	12.78	2,964.00	27,204	2,267.00	13.03	3,022.67
27,288	2,274.00	13.07	3,032.00	27,828	2,319.00	13.33	3,092.00
-							
27,852	2,321.00	13.34	3,094.67	28,404	2,367.00	13.60	3,156.00
28,464	2,372.00	13.63	3,162.67	29,028	2,419.00	13.90	3,225.33
29,004	2,417.00	13.89	3,222.67	29,580	2,465.00	14.17	3,286.67
-							
29,652	2,471.00	14.20	3,294.67	30,240	2,520.00	14.48	3,360.00
30,312	2,526.00	14.52	3,368.00	30,924	2,577.00	14.81	3,436.00
30,936	2,578.00	14.82	3,437.33	31,560	2,630.00	15.11	3,506.67
-							
31,632	2,636.00	15.15	3,514.67	32,268	2,689.00	15.45	3,585.33
32,376	2,698.00	15.51	3,597.33	33,024	2,752.00	15.82	3,669.33
32,988	2,749.00	15.80	3,665.33	33,648	2,804.00	16.11	3,738.67
-							
33,756	2,813.00	16.17	3,750.67	34,428	2,869.00	16.49	3,825.33
34,536	2,878.00	16.54	3,837.33	35,232	2,936.00	16.87	3,914.67
35,292	2,941.00	16.90	3,921.33	36,000	3,000.00	17.24	4,000.00
-							
36,120	3,010.00	17.30	4,013.33	36,840	3,070.00	17.64	4,093.33
36,960	3,080.00	17.70	4,106.67	37,704	3,142.00	18.06	4,189.33
37,812	3,151.00	18.11	4,201.33	38,568	3,214.00	18.47	4,285.33
-							
38,724	3,227.00	18.55	4,302.67	39,504	3,292.00	18.92	4,389.33
39,540	3,295.00	18.94	4,393.33	40,332	3,361.00	19.32	4,481.33
40,488	3,374.00	19.39	4,498.67	41,292	3,441.00	19.78	4,588.00
-							
41,472	3,456.00	19.86	4,608.00	42,300	3,525.00	20.26	4,700.00
42,396	3,533.00	20.30	4,710.67	43,248	3,604.00	20.71	4,805.33
43,476	3,623.00	20.82	4,830.67	44,340	3,695.00	21.24	4,926.67
-							
44,448	3,704.00	21.29	4,938.67	45,336	3,778.00	21.71	5,037.33
45,504	3,792.00	21.79	5,056.00	46,416	3,868.00	22.23	5,157.33
46,500	3,875.00	22.27	5,166.67	47,436	3,953.00	22.72	5,270.67
-							
47,604	3,967.00	22.80	5,289.33	48,552	4,046.00	23.25	5,394.67

48,720	4,060.00	23.33	5,413.33	49,692	4,141.00	23.80	5,521.33
49,860	4,155.00	23.88	5,540.00	50,856	4,238.00	24.36	5,650.67
-							
51,120	4,260.00	24.48	5,680.00	52,140	4,345.00	24.97	5,793.33
52,356	4,363.00	25.07	5,817.33	53,400	4,450.00	25.57	5,933.33
53,748	4,479.00	25.74	5,972.00	54,828	4,569.00	26.26	6,092.00

Effective 10/1/98

[Return to 1998-99 Salary Scale Contents](#)

TABLE 23

NSI UNIT 18

ACADEMIC STANDARD TABLE OF PAY RATES

11/1/97 10/1/98

Salary Scale Salary Scale

Annual Monthly Hourly 1/9 Month Annual Monthly Hourly 1/9 Month

54,900	4,575.00	26.29	6,100.00	56,004	4,667.00	26.82	6,222.67
56,220	4,685.00	26.93	6,246.67	57,348	4,779.00	27.47	6,372.00
57,384	4,782.00	27.48	6,376.00	58,536	4,878.00	28.03	6,504.00
-							
58,560	4,880.00	28.05	6,506.67	59,736	4,978.00	28.61	6,637.33
60,192	5,016.00	28.83	6,688.00	61,392	5,116.00	29.40	6,821.33
61,800	5,150.00	29.60	6,866.67	63,036	5,253.00	30.19	7,004.00
-							
63,048	5,254.00	30.20	7,005.33	64,308	5,359.00	30.80	7,145.33
64,632	5,386.00	30.95	7,181.33	65,928	5,494.00	31.57	7,325.33
66,324	5,527.00	31.76	7,369.33	67,656	5,638.00	32.40	7,517.33
-							
67,824	5,652.00	32.48	7,536.00	69,180	5,765.00	33.13	7,686.67
69,096	5,758.00	33.09	7,677.33	70,476	5,873.00	33.75	7,830.67
70,728	5,894.00	33.87	7,858.67	72,144	6,012.00	34.55	8,016.00
-							
72,720	6,060.00	34.83	8,080.00	74,172	6,181.00	35.52	8,241.33
74,304	6,192.00	35.59	8,256.00	75,792	6,316.00	36.30	8,421.33
75,996	6,333.00	36.40	8,444.00	77,520	6,460.00	37.13	8,613.33
-							
77,616	6,468.00	37.17	8,624.00	79,164	6,597.00	37.91	8,796.00
79,608	6,634.00	38.13	8,845.33	81,204	6,767.00	38.89	9,022.67
81,168	6,764.00	38.87	9,018.67	82,788	6,899.00	39.65	9,198.67
-							
82,764	6,897.00	39.64	9,196.00	84,420	7,035.00	40.43	9,380.00
84,816	7,068.00	40.62	9,424.00	86,508	7,209.00	41.43	9,612.00
86,916	7,243.00	41.63	9,657.33	88,656	7,388.00	42.46	9,850.67

-								
88,896	7,408.00	42.57	9,877.33	90,672	7,556.00	43.43	10,074.67	
90,900	7,575.00	43.53	10,100.00	92,724	7,727.00	44.41	10,302.67	
93,252	7,771.00	44.66	10,361.33	95,112	7,926.00	45.55	10,568.00	
-								
95,796	7,983.00	45.88	10,644.00	97,716	8,143.00	46.80	10,857.33	
98,124	8,177.00	46.99	10,902.67	100,092	8,341.00	47.94	11,121.33	
100,452	8,371.00	48.11	11,161.33	102,456	8,538.00	49.07	11,384.00	
-								
102,984	8,582.00	49.32	11,442.67	105,048	8,754.00	50.31	11,672.00	
105,480	8,790.00	50.52	11,720.00	107,592	8,966.00	51.53	11,954.67	
108,096	9,008.00	51.77	12,010.67	110,256	9,188.00	52.80	12,250.67	
-								
110,724	9,227.00	53.03	12,302.67	112,944	9,412.00	54.09	12,549.33	
113,448	9,454.00	54.33	12,605.33	115,716	9,643.00	55.42	12,857.33	
116,256	9,688.00	55.68	12,917.33	118,584	9,882.00	56.79	13,176.00	

Effective 10/1/98

[Return to 1998-99 Salary Scale Contents](#)

APPENDIX G NON-FACULTY UNIT TITLES

Title Name Title Code

Demonstration Teacher 2210
 Demonstration Teacher - 3-Year Contract 2211
 Nursery School Teacher 2285
 Nursery School Teacher - 3-Year Contract 2284
 Substitute Teacher 2427
 Substitute Teacher - 3-Year Contract 2428
 Teacher - Special Programs 2460
 Teacher - Special Programs - 3-Year Contract 2461
 Teacher - Lawrence Hall of Science 2650
 Teacher - Lawrence Hall of Science - 3-Year Contract 2651
 G - 1

APPENDIX H Merit Resolution Officers

Berkeley

Patricia Owen
 Academic Personnel Manager
 200 California Hall
 University of California

Berkeley, CA 94720

(510) 642-5626

Davis

Dennis Shimek

Associate Vice Chancellor

Human Resources & Risk Management

Office of Administration

University of California

One Shields Avenue

Davis, CA 95616

(530) 752-3383

Irvine

Ann Finan, Manager

Labor Relations & Consulting Service,

Human Resources

University of California

Irvine, CA 92717

(949) 824-8311

Los Angeles

Contact the Office of the

Dean of School, College or Division

Riverside

David H. Warren

Executive Vice Chancellor

4108 Hinderaker Hall

University of California

Riverside, CA 92521

(909) 787-5034

San Diego

Contact the Office of the

Dean of School or Division

San Francisco

Diane Dillon, Director

Academic Personnel

Box 0400, Room S115

University of California

San Francisco, CA 94143

(415) 476-2888

Santa Barbara

Leslie Sanchez, Manager

Employee and Labor Relations

3101 SAASB Building

University of California

Santa Barbara, CA 93106

(805) 893-4482

Santa Cruz

John Simpson
Executive Vice Chancellor
McHenry Library
University of California
Santa Cruz, CA 95064
(831) 459-2671
Lawrence Livermore National Laboratory
See Davis

MEMORANDUM OF THE NEGOTIATORS

The negotiators of the proposed agreement affix their signatures to this memorandum to indicate that they have concluded reopener negotiations by the development of the proposed agreement and that they have referred it to the parties for approval.

It is understood that the agreement is not binding unless and until both parties have executed it. The process of approval with respect to the Union is complete when the agreement is reviewed and ratified by the members of the Union. On behalf of the University, the agreement must be reviewed and approved by the Office of the President, including review and approval by the General Counsel of The Regents.

The parties agree that the approval process has been completed the document will be signed by the authorized representatives for both parties and the modifications to the Memorandum of Understanding became effective October 1, 1996.

Susan B. Angstadt, UCOP
University Negotiator

University of California

James W. Phillips, UCOP

University Negotiator

University of California

Bargaining Team Members for
the University of California

Peter M. Chester, UCOP

Assistant Negotiator

Breck Caloss, UCSC

Marcia J. Canning, OGC

Ken Ealy, UCD

Ann Finan, UCI

Tony Giorgio, UCR

Janice M. Haase, UCOP

Merle Kaufman, UCLA

Mike Melman, UCSD

Myron Okada, UCOP

Patricia Sheppard, UCSB

Dennis Shimek, UCD

Tina Simmons, UCLA

Blase Bonpane, UCB

Student Representative

Michael E. Rotkin, UCSC

Chief Negotiator

University Council - AFT

Bargaining Team Members for the
University Council - AFT

Edward R. Purcell

Consultant

Charles Atkinson, UCSC

George Yachisin, UCSB

