

Note: This article contains language from CCL 7A, section C, and CCL 7C, section C. New language formatting only reflects changes in language, not movement.

[All cross-references to other sections of the Agreement are provisional and will be finalized upon reaching a Tentative Agreement. The numbering 7B is a placeholder for disambiguation, and will be finalized by mutual agreement upon reaching a Tentative Agreement. The contents of the current 7B will be presented under a different article number.]

ARTICLE 7B

LETTERS OF APPOINTMENT, CONTINUING APPOINTMENT AND ASSIGNMENT

Commencing Academic Year 2022-2023

A. DEFINITIONS:

1. “Letter of Appointment” is the letter issued after an initial appointment or a reappointment;
2. “Letter of Continuing Appointment” is the letter issued at the start of a Continuing Appointment, at completion of the Excellence Review;
3. “Letter of Assignment” is a letter issued in every service year other than years in which letters of appointment or continuing appointment are issued to all Unit 18 faculty.

B. TIMING:

1. Letters of continuing appointment shall be issued per the timelines established in Article 7b – Merit and Promotion Review.
2. Letters of ~~initial~~ appointment or ~~reappointment~~ assignment shall be issued to all (9/12) academic year appointees by April ~~May~~ 1st at semester campuses and May ~~June~~ 1st at quarter campuses for assignments being offered the next academic year and shall be consistent with this Agreement. [moved from 7a, C1]
3. Letters of ~~initial~~ appointment or ~~reappointment~~ assignment shall be issued to all appointees with quarter or semester-based appointments no later than sixty (60) calendar days prior to the

commencement of the first service period in the appointment, and shall be consistent with this Agreement. [moved from 7a, C2]

4. No later than February ~~March~~ 1 at semester campuses and March ~~April~~ 1 at quarter campuses of each year, the University shall send notice to hiring departments, programs, and units, reminding them of their obligations under ~~C.1 and C.2 and C.3~~ B.2 and B.3 above. [moved from 7a, C3]
5. Appointment letters may be issued late for reasons outside of the University's control that occur after the applicable deadline and could not have reasonably been foreseen prior to the deadline such as unanticipated faculty leaves, withdrawals from instruction, separations, unavailability, or unanticipated increases in student enrollments. [moved from 7a, C4]
6. Appointees shall receive ten dollars (\$10) in compensation from the University for every calendar day after the respective April 1st and May 1st deadlines in C.2 above that a letter of appointment or assignment is issued.
 - i. Such compensation shall be included in the appointee's next paycheck following the issuance of the appointment letter.
7. The University will transmit a copy of any new letter of appointment, including revised appointment letters, to the Union within five (5) business days of issuance.

[section C below has been moved from article 7A, section C5 and article 7c, section C2; individual items have been reordered for clarity]

- C. CONTENTS: When the University ~~appoints or reappoints~~ issues a letter of appointment or continuing appointment to a Unit 18 faculty member in a department, program, or unit, they shall be informed in writing by the hiring authority of the following:
1. The date upon which the appointment commences [from 7c, C.2f]
 2. New-Appointee Notice: For initial appointments, the University shall provide a separate standardized new-appointee notice with the appointment letter.

- i. The notice shall identify where the appointee may obtain information regarding payroll, benefits eligibility, classroom technology and support, leaves, disability accommodation, workplace injury/workers' compensation, harassment, discrimination, retaliation, and complaint/reporting options.
- ii. The notice shall include relevant campus and systemwide contacts, applicable University policy links, and external reporting options, including the California Civil Rights Department where applicable.
- iii. The University shall not satisfy this requirement solely by directing the appointee to UCPATH, an employee handbook, or a general campus or system-wide website.

D. All letters of appointment, continuing appointment, and assignment shall contain the following:

1. Appointment Information:

- i. the title of the position;
- ii. the name of the employing department, program, or unit;
- iii. ~~the total duration of the appointment and~~ the dates of the service period(s) for ~~which the appointment is effective~~ **the upcoming academic or fiscal year;**
- iv. the name of the department chair, program, unit head, or other person to whom the Unit 18 faculty **member** reports;
- v. ~~The University will provide the Unit 18 faculty member with written confirmation of the Unit 18 faculty member's base appointment percentage at least fifteen (15) calendar days before the beginning of the academic term in which the Continuing Appointment begins.~~
[moved from 7a.G.3.b]

2. Courses and Other Assigned Duties / Responsibilities:

- i. The **annual Appointment Base** ~~minimum percentage time for the academic or fiscal year;~~
- ii. **Appointment percentage by term**

- iii. ~~If known~~, the **assigned** course(s) and/or other assigned duties and general responsibilities **for the upcoming academic or fiscal year**;
 - 1. **IWC valuations for each assigned course and/or assigned duties**;
 - 2. **A copy of or link to the Instructional Workload Policy for each assigned course and/or duty**;
 - 3. If information about the **assigned** course(s) and/or other assigned duties/general responsibilities ~~is not fully known when~~ **changes after the letter of appointment or reappointment letter assignment** is issued, the program, unit, or department shall provide this information through a **supplemental notice revised letter of appointment or assignment, and only for reasons outlined in section B.5**. Such supplemental notices shall be issued as soon as possible and no later than **sixty (60)-thirty (30)** days prior to the commencement of the term of service.
- iv. a statement that the University may substitute the course(s) and/or other assigned duties and general responsibilities in the same department, program, or unit during the same term, **after consultation with the affected Unit 18 faculty member and for reasons outlined in section B.5**. Such substitution will not result in a change in earnings, workload, or appointment percentage. In the event of a substitution, the program, department, or unit shall provide course information through a **supplemental notice revised letter of appointment or assignment**. Such supplemental notices shall be issued as soon as ~~practicable~~ **possible, and no later than sixty (60) days prior to the commencement of the term of service**.
- v. **a list of courses and/or duties in the department, program, or unit that the Unit 18 faculty member is qualified to teach and/or perform (as referenced in Article 7A, section D.1)**;
- vi. **a statement that the Unit 18 faculty member is entitled to a collaborative review of the list of courses and/or duties they are qualified for per the timeline outlined in Article 7a, section D.4**.

3. **Salary Information:**

- i. the annual salary rate for the **upcoming service year, based on the salary rate that will be in effect as of the beginning of the service period** first year of the appointment and, if applicable, a statement that in subsequent years the salary rate will be adjusted in accordance with the applicable provisions of the Agreement;
 1. **If, at the time the letter is issued, a future salary adjustment applicable to the appointment is known, scheduled, or otherwise ascertainable (including but not limited to a general range adjustment, scale adjustment, merit increase, or other contractual salary adjustment), the letter shall reflect the salary rate that will be in effect as of the beginning of the service period.**
 2. **The letter shall list all contractually negotiated general range adjustments, scale adjustments, and other across-the-board salary adjustments scheduled to take effect during the term of the appointment.**
- ii. **the Unit 18 faculty member's pay basis, including whether the appointment is paid on a 9/12, 9/9, 1/9 or 1/10 basis;**
- iii. **a link to the applicable salary scale;**
- iv. **the pay periods applicable to the appointment;**
- v. **the expected paycheck dates applicable to the appointment, or a link to the applicable campus payroll calendar identifying such dates;**
- vi. **whether any portion of the lecturer's pay is prepaid, deferred, or otherwise paid outside the service period;**
- vii. **for any appointment for which pay is smoothed or deferred over a period longer than the service period, the deadline and process by which the lecturer may elect non-smoothed pay, if such election is available under this Agreement;**
- viii. the gross quarter-by-quarter or semester-by-semester in-unit monthly earnings for the first year of the appointment and a link to the payroll calendar;

4. Employee Rights Information:

- i. the phrase: “In accordance with University policy, your eligibility to participate in University of California benefits programs is dependent on the percentage and/or duration of your appointment. If you have a concurrent appointment in another department, the total percentage and/or duration of your appointment determines your eligibility. Please refer to the UC Benefits website:
<http://ucnet.universityofcalifornia.edu/compensation-and-benefits/index.html>.”
- ii. the phrase: “Your position is in a bargaining unit represented by a union, the UC-AFT. As such, the terms and conditions of your appointment are contained in UC/UC-AFT collective bargaining agreement, which you may access at:
<https://ucnet.universityofcalifornia.edu/labor/bargaining-units/ix/contract.html>.”
- iii. “Click here to view the UC-AFT’s Welcome Letter”

<https://ucaft.org/content/uc-aft-teaching-faculty-welcome-letter>
- iv. “To learn more about the UC-AFT, visit ucaft.org”
- v. ~~n. The phrase: “To be considered for reappointment in the academic year following the end date of this appointment, please submit a statement of interest to your department chair by (insert date from Section J). The statement of interest form can be found at:
(<https://ucaft.org/content/urgent-october-15-deadline-request-reappointment-please-read>.”~~ [moved from 7a, C5n]

E. GRIEVABILITY AND ARBITRABILITY

1. Subject to the limitations set forth in this Article, allegations of procedural violations of this Article shall be subject to the full Grievance and Arbitration provisions of this Article. An arbitrator reviewing procedural violations shall have the authority to order appropriate remedies, including but not limited to requiring the University to redo the procedure or provide any other equitable remedy.

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- 2. Where the University fails to issue a required letter or notice by the deadline required by this Article, the subsequent issuance or reissuance of a backdated letter or notice shall not cure the violation or constitute a remedy.**