

ARTICLE 7a
~~PRE-SIX APPOINTMENT AND REAPPOINTMENT~~ APPOINTMENTS

A. INTRODUCTION

1. Unit 18 Faculty are appointed by the University of California as instructional faculty to meet the long-term instructional needs of the University. As such, Unit 18 Faculty are hired with the potential for long-term job security.
2. Unit 18 Faculty fulfill a diverse array of roles fundamental to the University's teaching mission. They teach between 30 and 40 percent of student credit hours system-wide and are often responsible for the success of UC's most challenging and at-risk student populations. In addition, Unit 18 faculty can and often do assume leadership roles in teaching in their departments, programs, units, and disciplines, among other contributions. They are integral faculty in their departments and fundamental to the success of UC students.
3. In accordance with these definitions, Unit 18 Faculty must be paid through permanent budget lines that are not contingent, and the courses and programs created and/or taught exclusively or predominantly by Unit 18 faculty shall also be protected via these permanent lines. Any department or entity employing lecturers to teach courses shall receive funding in accordance with the same budget criteria by which departments, programs, and units receive funding for courses taught by senate faculty.

B. DEFINITIONS

~~GENERAL PROVISIONS~~

1. ~~This Article applies only to pre-six appointments. A pre-six **Pre-Continuing** appointment is the appointment of a Unit 18 faculty member during the first six years of employment. For purposes of this Agreement, "first six years of employment" means the first eighteen (18) academic year quarters, twelve (12) academic year semesters, and/or twenty-four (24) fiscal year quarters of employment in the same department, program, or unit at the same campus.~~
2. As used in this Agreement, the term "initial appointment" means the first appointment of a Unit 18 faculty member in a department, program, or unit at a campus.

Current contract language (CCL)

Proposed contract language (PCL)

CCL moved around/imported into 7a [with citation to original CCL location]

~~CCL 7a moved elsewhere within 7a~~ [with citation to new PCL location]

~~Proposed CCL deletions~~

Proposed deletions from CCL that was moved around/imported into 7a

3. As used in this Agreement, the term “reappointment” means the subsequent appointment following ~~an initial appointment of currently or~~ **a break in service of a** previously appointed Unit 18 faculty **member** in the same department, program, or unit at the same campus.
4. ~~A pre-six appointment or reappointment of Unit 18 faculty shall have a definite beginning and ending date. Such appointments shall terminate on the last day of the appointment set forth in the appointment or reappointment letter, as provided in Section C., below:~~

As used in this **Section Agreement**, an academic/fiscal year of service is defined as any ~~pre-six~~ Unit 18 faculty appointment during the academic/fiscal year, regardless of percentage appointment or quarters/semesters served. [CCL 7aD4]

5. **As used in this Agreement, “appointment base” refers to the specific appointment percentage assigned to a Unit 18 faculty member appointment, which establishes the faculty member’s baseline minimum appointment percentage for purposes of this Article.**

C. GENERAL PROVISIONS

1. This Article applies to **all Unit 18 faculty, including pre-Continuing Unit 18 faculty and** Unit 18 faculty who have Continuing status or a Continuing Appointment ~~and for whom instructional need has been established in a department, program, or unit.~~ [CCL 7cA1]
2. The Unit 18 faculty member is expected to perform their duties in accordance with the provisions of Article 3 — Academic Responsibility. [CCL 7aA13]
3. The ~~initial~~ appointment of a ~~pre-six~~ Unit 18 faculty shall ~~cover a period of one academic/fiscal year of~~ **be permanent and ongoing. An appointment may be for** either continuous or intermittent service **within the academic year,** in the same department, program, or unit **of a UC campus.** [CCL 7aD1]
4. **Unit 18 faculty members receive merit reviews and are considered for promotion to Continuing and Senior Continuing status as defined in this Agreement.**
5. Except as otherwise provided for in this Agreement, the University has the sole discretion to determine which Unit 18 faculty **member** shall be appointed

- or reappointed and the qualifications for said appointment or reappointment. The University shall have no obligation to automatically reappoint Unit 18 faculty following the expiration of an appointment.
6. **A Continuing Appointment does not create entitlement to tenure or security of employment nor does it guarantee specific teaching assignments. [CCL 7cA6]**
 7. **The input of qualified Continuing Unit 18 faculty in the appointment process is encouraged, but not required. [CCL 7aA14]**
 8. **Only letters of initial appointment, reappointment, supplemental assignments continuing appointment, or beginning of classroom instruction as defined in this section per the campus academic calendar, constitute offers of employment to Unit 18 faculty. [CCL 7aC7]**
 5. ~~Except as provided for in this Agreement, the University has the sole discretion to make determinations regarding: the regularly scheduled time and location of a course, who teaches a course, the duration of an appointment, the assignments of an individual, and the assessment of performance. Such decisions are not subject to the grievance or arbitration provisions of this Agreement except to the extent they reflect or result from University actions that are, themselves, grievable and arbitrable. [PCL 7aI1]~~
 6. ~~All appointments may be reduced or terminated prior to the established appointment end date only in accordance with Article 16 — Medical Separation, Article 17 — Layoff, Reduction in Time and Reemployment, or Article 30 — Discipline and Dismissal. [PCL 7aC10]~~
 7. ~~Unit 18 faculty may be appointed to a quarter-based (1/9) or semester-based (1/10) appointment or to an academic year appointment (9/12), in accordance with Article 6 — Academic Year — Appointment. [PCL 7aG1]~~
 8. ~~Whenever possible, the University will consult with the Unit 18 faculty member before making course assignments or reassignments. [PCL 7aI2]~~
 9. ~~Upon request, a **A** department, program, or unit shall provide a Unit 18 faculty member access to their classroom observation reports, if any, and student evaluations of teaching in a timely manner.~~
 10. **The University may reduce the initial appointment of a Continuing Appointee in accordance with the provisions of Section B.1.b of this Article. The University may terminate or reduce the appointment of a Continuing Unit 18 Appointee only in accordance with the provisions of**

Article 16, Medical Separation, Article 17 – Layoff, Reduction in Time, and Reemployment, or Article 30 – Discipline and Dismissal. [CCL 7cA4, 7aA6]

- ~~10. When a Unit 18 faculty member teaches a course that is cross-listed with another department, program, or unit, the Unit 18 faculty member may request to receive credit toward continuing status in either, but not both, department, program, or unit. The granting of this request shall be at the sole non-grievable discretion of the University, following consultation with both department chairs, chair equivalent, or designee. [PCL 7aE3b]~~
- ~~11. At the sole, non-grievable discretion of the University, a campus may establish joint appointments, such that a Unit 18 faculty member teaching in two (or more) departments, programs, or units, at a campus can receive employment credit towards initial continuing appointment review in the home department for work done in either or both departments, programs, or units. [PCL 7aE3c]~~
- 11. 12. When practicable, the The University shall electronically post Unit 18 faculty job opportunities at:
<http://www.ucop.edu/academic-personnel-programs/programs-and-initiatives/academic-job-openings/index.html>. The use of hiring pools is prohibited. All job posting shall recruit individuals to fill specific open positions.**
- 12. The University shall not apply any provisions or policies of this article in a manner that violates nondiscrimination protections in this Agreement, including but not limited to Article 4 – Non-Discrimination in Employment, or protections provided by relevant state and federal law.**
- ~~13. The Unit 18 faculty member is expected to perform their duties in accordance with the provisions of Article 3 – Academic Responsibility. [PCL 7aC2]~~
- ~~14. The input of qualified Continuing Unit 18 faculty in the appointment process is encouraged, but not required. [PCL 7aC7]~~

D. QUALIFICATION

- 1. A Unit 18 faculty member shall be deemed qualified to teach a specific course or fulfill a specific assigned duty upon the University’s finding that the Unit 18 faculty member meets at least one of the following criteria:**
- a. previous experience teaching the same or related class in the same department, program, or unit; and/or**

- b. previous experience teaching the same or related course at the college level at any postsecondary institution; and/or
 - c. licensure or certification with relevant entities; and/or
 - d. relevant academic preparation or training; and/or
 - e. academic or creative work, professional experience, or research experience related to the topic of the course.
2. A Unit 18 faculty member previously determined by the University to be qualified to teach a specific course shall be presumed qualified to teach that course in subsequent terms, unless the course content has materially changed such that the faculty member no longer meets the qualification criteria set forth in Section D.1.
3. A change to a course's title, number, or designation shall not, by itself, constitute a material change in course content or provide a basis to deny a Unit 18 faculty member the opportunity to teach the course where the substantive content remains the same or substantially similar.
4. The department, program, or unit will maintain a list of courses and/or duties that a Unit 18 faculty member is qualified to teach/fulfill. This list will be revised based on collaborative discussion between the Unit 18 faculty member and their department chair or equivalent.
 - a. Prior to the conclusion of the Unit 18 member's first semester or quarter, the department chair or equivalent will reevaluate the list of courses/duties the Unit 18 faculty member is qualified for, based on a collaborative discussion.
 - b. The list shall be reevaluated at every merit review.
 - c. Upon creation of a new course offering within the department, program or unit, all Unit 18 faculty members shall be evaluated for qualification to teach the course.
 - d. Nothing shall preclude reevaluations of the list at additional times, at the request of the Unit 18 faculty member or the department, program, or unit.

~~B. TERM CREDIT TRANSFER REQUEST~~

E. SERVICE CREDIT TOWARDS CONTINUING STATUS

1. ~~When the University appoints Unit 18 faculty in their first six years of employment, the parties recognize that it does not do so intending that they will or will not achieve Continuing status or Continuing Appointments. The parties also recognize that legitimate practices or programs or needs may exist, or be established (including time-limited positions) that may have an effect of limiting pre-six Unit 18 faculty access to Continuing status or Continuing Appointments. Nevertheless, the~~ The University will not engage in activities or establish practices and/or programs that preclude pre-six year or delay a pre-Continuing Unit 18 faculty access to member's ability to achieve Continuing status or Continuing Appointments. [CCL 7aE1]
2. In no case shall the length of a pre-six pre-Continuing appointment or Excellence Review process delay or postpone an Excellence Review or the effective date of Continuing status or Continuing Appointment. [CCL 7aD5e]
3. A pre-Continuing Unit 18 faculty member may accrue service credit toward Continuing status through any of the following means:
 - a. A pre-continuing Unit 18 faculty member shall receive one term of service credit toward Continuing status for each whole or partial academic quarter/semester/fiscal quarter of service.
 - b. CROSS-LISTED COURSES: ~~When a Unit 18 faculty member teaches a course that is cross-listed with another department, program, or unit, the Unit 18 faculty member may request to shall receive credit toward continuing Continuing status in either, but not both, department, program, or unit both departments, programs, or units. The granting of this request shall be at the sole non-grievable discretion of the University, following consultation with both department chairs, chair equivalent, or designee. [CCL 7aA10]~~
 - c. JOINT APPOINTMENTS: ~~At the sole, non-grievable discretion of the University, a campus may establish joint appointments, such that a A~~ Unit 18 faculty member teaching in two (or more) departments, programs, or units, at a campus can receive employment credit towards initial continuing appointment review in the home department (as determined by the Unit 18 faculty member) for work done in either or both departments, programs, or units. Upon their request, Unit 18 faculty members may choose to decline a joint appointment. [CCL 7aA11]

- d. SUMMER SESSION: A pre-continuing Unit 18 faculty member may accrue credit toward Continuing status for service in summer session according to the terms in Article 23 – Summer Session, section B.
- e. DEPARTMENTAL CREDIT TRANSFER: A campus shall transfer service credit earned in one department, program, or unit to another department, program, or unit on the same campus for purposes of eligibility for Continuing status where the prior service was performed in the same, similar, related, or equivalent discipline, department, program, or unit.
- f. ~~At the sole, non-grievable discretion of the University, a TERM CREDIT TRANSFER: A campus may accept, at the written request of a Unit 18 faculty member, up to a maximum of three (3) shall transfer a minimum of nine (9) quarters, two (2) six (6) semesters, or four (4) twelve (12) fiscal quarters for fiscal year appointees of a Unit 18 faculty member's service credits from another UC campus in the same or similar discipline in an equivalent department, program, or unit, on a one-time basis, as credit toward excellence review eligibility only, in accordance with the following criteria: Continuing Status.~~
 - ~~i. A Unit 18 faculty member shall not have concurrent appointments at multiple UC campuses.~~
 - ~~ii. A Unit 18 faculty member shall make the request at the time of hire at the new campus, but no later than twelve (12) months from the date of hire.~~
 - ~~iii. If such credit is granted, no further consideration for subsequent transfer to another campus by the same Unit 18 faculty member would be considered by the University. [CCL 7aB1]~~
 - i. A Unit 18 faculty member who holds concurrent appointments at multiple UC campuses shall accrue term credit separately at each campus during the concurrent appointment, and term credit accrued at one campus shall not transfer to the concurrent campus(es).
 - ii. The department chair, chair equivalent or designee retains the sole, non-grievable authority to determine whether to accept any term(s) for credit, whether partial or whole, and has the right to review past materials, including evaluations, from the

Unit 18 faculty member's file at the former campus. [CCL 7aB2]

- iii. The University is not precluded from transferring additional service credit.

F. CONTINUING APPOINTMENTS

1. The Continuing Appointment shall be conferred on the Unit 18 Faculty member with an appropriately budgeted provision for the appointment. The budgeted provision for a Unit 18 Faculty member with a continuing appointment must be reserved for the appointee until the position is vacated by death, resignation, or retirement, or by termination of the appointment in accordance with this agreement.
 - a. However, this does not preclude temporary reduction of the percentage of time to enable a Unit 18 faculty member to serve for a time in some other capacity. In such a case, the provision or an appropriate part of it may be used to fund the appointment of another academic appointee. Examples include but are not limited to teaching in other departments, programs or units.
2. As full members of the faculty, Continuing Unit 18 faculty members will be given the freedom, equivalent to that given to other faculty, including senate faculty, in their departments, programs, or units to teach and/or to develop curriculum, courses, and programs, according to their particular interests and expertise.
3. Reappointment or a break in service do not eliminate the faculty member's Continuing status.

~~G. LETTERS OF INITIAL APPOINTMENT OR REAPPOINTMENT~~

~~Commencing Academic Year 2022-2023~~

- ~~1. Letters of initial appointment or reappointment shall be issued to all academic year appointees by May 1st at semester campuses and June 1st at quarter campuses for assignments being offered the next academic year and shall be consistent with this Agreement.~~
- ~~2. Letters of initial appointment or reappointment 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.~~

- ~~3. No later than March 1 at semester campuses and 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 above.~~
- ~~4. Appointment letters may be issued late for reasons outside of the University's control such as unanticipated faculty leaves, withdrawals from instruction, separations, unavailability, or unanticipated increases in student enrollments.~~
- ~~5. When the University appoints or reappoints a Unit 18 faculty member in a department, program, or unit, they shall be informed in writing by the hiring authority of the following:
 - ~~a. the title of the position;~~
 - ~~b. the annual salary rate for the 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;~~
 - ~~c. the minimum percentage time for the academic or fiscal year(s);~~
 - ~~d. 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;~~
 - ~~e. the name of the employing department, program, or unit;~~
 - ~~f. the total duration of the appointment and the dates of the service period(s) for which the appointment is effective;~~
 - ~~g. Courses and Other Assigned Duties/Responsibilities
 - ~~1) If known, the course(s) and/or other assigned duties and general responsibilities; or~~
 - ~~2) If information about the course(s) and/or other assigned duties/general responsibilities is not fully known when the appointment or reappointment letter is issued, the program, unit, or department shall provide this information through a supplemental notice. Such supplemental notices shall be issued as soon as possible and no later than thirty (30) days prior to the commencement of the term of service.~~~~~~

- ~~h. 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. 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. Such supplemental notices shall be issued as soon as practicable.~~
- ~~i. the name of the department chair, program, unit head, or other person to whom the Unit 18 faculty reports;~~
- ~~j. 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>.”~~
- ~~k. 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>.”~~
- ~~l. “Click here to view the UC-AFT’s Welcome Letter”
<https://ucaft.org/content/uc-aft-teaching-faculty-welcome-letter>;~~
- ~~m. “To learn more about the UC-AFT, visit ucaft.org”;~~
- ~~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 outside PCL 7a]**~~

6. Supplemental Assignments

- ~~a. Unit 18 faculty appointed at less than 100% time and/or for less than the full academic year may be subsequently offered additional courses, additional assigned duties, and/or general responsibilities (“supplemental assignments”). Under such circumstances, the Unit 18 faculty member shall receive written notification of a supplemental assignment(s). [PCL 7aH1]~~
- ~~b. Supplemental assignments offered to Unit 18 faculty are temporary assignments, and supplemental assignments that span less than three consecutive academic/fiscal years shall not create an obligation to increase the appointment percentage in subsequent year(s) of the existing appointment or future reappointments. Upon a supplemental assignment in the third consecutive or fiscal year, the supplemental percentage will be added to the minimum average academic/fiscal year appointment percentage for the subsequent year and/or reappointment, consistent with Section D.3. below.~~
- ~~c. Department chairs are encouraged to consider currently appointed part-time Unit 18 faculty for supplemental assignments prior to considering external applicants. [PCL 7b]~~

~~7. Only letters of initial appointment, reappointment, supplemental assignments, or beginning of classroom instruction as defined in this section, constitute offers of employment to Unit 18 faculty. [PCL 7aC8]~~

~~D. G. INITIAL SERVICE PERIODS & APPOINTMENT AND REAPPOINTMENT DURATION AND PERCENTAGE~~

~~1. Initial Appointment~~

~~The initial appointment of a pre-six Unit 18 faculty shall cover a period of one academic/fiscal year of either continuous or intermittent service in the same department, program, or unit. [PCL 7aC3]~~

~~2. Two-year Reappointment~~

~~The first reappointment of pre-six Unit 18 faculty shall cover a period of two (2) academic/fiscal years of either continuous or intermittent service in the same department, program, or unit, except as defined in Section E – Special Considerations.~~

~~3. Subsequent Reappointments~~

~~The second and all subsequent reappointments of pre-six Unit 18 faculty shall~~

~~cover a period of three (3) academic/fiscal years of either continuous or intermittent service in the same department, program, or unit, except as defined in Section E – Special Considerations. In accordance with Section E, the final pre-six reappointment may not extend beyond the 18th quarter, 12th semester, or 24th fiscal quarter which may result in an appointment duration of less than three years.~~

~~4. As used in this Section, an academic/fiscal year of service is defined as any pre-six Unit 18 faculty appointment during the academic/fiscal year, regardless of percentage appointment or quarters/semesters served. [PCL 7aB4]~~

1. SERVICE PERIODS

- a. Unit 18 faculty may be appointed to a quarter-based (1/9) or semester-based (1/10) appointment or to an academic year appointment (9/12), in accordance with Article 6 — Academic Year — Appointment. [CCL 7aA7]
- b. Unit 18 faculty may be assigned to teach intermittently during non-continuous service periods within the ~~appointment or reappointment period~~ **academic/fiscal year of service**. [CCL 7aD5ci]
- c. The service period for quarter-based appointments shall remain the start of the quarter through the end of the quarter dates, or the end of the subsequent quarter dates in two-quarter appointments. The service period for semester-based appointments shall remain the start of the semester through the end of the semester dates. [CCL 7aD5cii]
- d. During terms that the Unit 18 faculty member is on pay status, the terms of this Agreement that apply to the 1/9 and 1/10 academic year appointments continue to apply, including benefits eligibility. If not on pay status, the terms of this Agreement shall not apply. [CCL 7aD5ciii]

2. ESTABLISHING THE CONTINUING APPOINTMENT PERCENTAGE

~~The appointment percentage for a continuing appointment shall be in accordance with the following provisions: [CCL 7cB]~~

- a. ~~Continuing Appointment Base:~~ The University will make all appointments at a specific appointment base percentage, in accordance with this section. [CCL 7cB1]

- b. ~~5. During a two or three year reappointment, the minimum average academic/fiscal year percentage~~ **Except as provided for in this Article, a Unit 18 faculty member's appointment base** shall be the same between year 1 of that appointment **no less than the initial appointment** and all subsequent years of that same appointment, **including upon promotion to Continuing status**, although the term-by-term percentage may vary.
- i. If appointed 9/12, the Unit 18 faculty member will have a 9/12 appointment ~~in all years of the same appointment,~~ **in subsequent service years**, and the same minimum average academic/fiscal year appointment percentage shall be maintained ~~in all years of that appointment.~~
 - ii. The service period for 9/12 appointments shall remain the start of the fall quarter/semester through the end of the spring quarter/semester.
 - iii. If appointed on a 1/9 or 1/10 basis ~~for the initial appointment or reappointment,~~ the same minimum average academic/fiscal year appointment percentage shall be maintained ~~in all years of the same appointment~~ **subsequent service years**.
- c. **Nothing shall preclude the University from ~~establishing a higher initial continuing increasing a Unit 18 faculty member's appointment percentage base.~~ [CCL 7cB1c]**
- d. **By mutual agreement with the department, program or unit, a Unit 18 faculty member may decline all or part of an assignment and receive a temporary reduction in time. Such temporary reduction in time would not permanently lower the Unit 18 faculty member's appointment base.**
- e. **The University shall not reduce the appointment percentage in the academic year prior to the year in which the Excellence Review is conducted or in the review year itself ~~solely in order to avoid continuing appointment levels that reflect actual need.~~ [CCL 7cA5]**
- f. **The Upon achieving Continuing status, the Unit 18 faculty member's initial continuing appointment percentage appointment base shall be at least equal to the Unit 18 faculty member's their minimum appointment percentage during the previous Two-Year Reappointment. However, the initial continuing appointment percentage may be lower than the percentage appointment of the**

~~previous academic year if the University determines that the courses taught by a Unit 18 faculty member in the previous academic year will not be offered or taught by the Unit 18 faculty member because: two full academic years of pre-Continuing appointment. [CCL 7cB1a]~~

- ~~i. Instructional Need does not exist pursuant to Article 7b., Section B.2., or [CCL 7cB1aii]~~
- ~~ii. The courses will be taught by a Unit 18 faculty member with more service and there are no other courses taught by less senior Unit 18 faculty members in the area within the department, program or unit where the candidate for continuing appointment has been teaching and is qualified to teach. [CCL 7cB1aii]~~
- ~~i. Unit 18 faculty may be assigned to teach intermittently during non-continuous service periods within the appointment or reappointment period. [PCL 7aG1b]~~
- ~~ii. The service period for quarter based appointments shall remain the start of the quarter through the end of the quarter dates, or the end of the subsequent quarter dates in two-quarter appointments. The service period for semester-based appointments shall remain the start of the semester through the end of the semester dates. [PCL 7aG1c]~~
- ~~iii. During terms that the Unit 18 faculty member is on pay status, the terms of this Agreement that apply to the 1/9 and 1/10 academic year appointments continue to apply, including benefits eligibility. If not on pay status, the terms of this Agreement shall not apply. [PCL 7aG1d]~~
- d) If the Unit 18 faculty member does not wish to accept the subsequent year(s) of the appointment, the Unit 18 faculty member shall decline in writing no later than ten (10) calendar days after receiving their course assignment(s), in accordance with the timelines established in C.1. and C.2. above.
- e) ~~In no case shall the length of a pre-six appointment delay or postpone an Excellence Review or the effective date of Continuing status or Continuing Appointment. [PCL 7aE2]~~
- f) ~~The duration of an appointment or supplemental assignments made to an existing appointment are at the sole discretion of the University, unless otherwise provided for in this Agreement. Reductions of the existing appointment percentage shall be in accordance with Article 17 — Layoff, Reduction in Time and Reemployment.~~

~~E. PRE-SIX APPOINTMENTS – SPECIAL CONSIDERATIONS~~

- ~~1. When the University appoints Unit 18 faculty in their first six years of employment, the parties recognize that it does not do so intending that they will or will not achieve Continuing status or Continuing Appointments. The parties also recognize that legitimate practices or programs or needs may exist, or be established (including time-limited positions) that may have an effect of limiting pre-six Unit 18 faculty access to Continuing status or Continuing Appointments. Nevertheless, the University will not engage in activities or establish practices and/or programs that preclude pre-six year Unit 18 faculty access to Continuing status or Continuing Appointments. [PCL 7aE1]~~
2. The University has the sole discretion to make appointment and reappointment decisions based on academic need. Special considerations including but not limited to the following, may apply:
 - a. the implementation of programs that have time-limited positions, insofar as such programs adhere to their stated academic goals and pass through documented regular academic consultative processes;
 - b. a pedagogical program dependent upon varied perspectives or pedagogy, insofar as the program does not deny consideration to Unit 18 faculty on an individual basis and passes through documented regular academic consultative processes; and/or
 - c. the employment of other academic appointees in order to accomplish the University's academic goals as long as any actions taken pass through documented regular academic consultative processes and do not violate this Agreement.
- ~~3. When a Unit 18 Faculty member is appointed to participate in a program as described in Subsection 2 above, the University shall notify the faculty member that the position will not be renewed. However, the University is not precluded from reappointing the Unit 18 faculty member.~~
4. Reappointments of Less Than Two or Three Years:
 - a. The University may offer a reappointment for a term of less than two or three years in the same department, program, or unit when the appointment is for any of the following reasons and the Unit 18 faculty member will be provided with a written explanation:

- ~~i. temporary replacement to teach courses that fulfill temporary academic need in lieu of an instructor who is on leave, sabbatical, withdraws from instruction, separated, or is otherwise unavailable;~~
- ~~ii. the appointment or reappointment may not extend beyond the 18th quarter, 12th semester, or 24th fiscal quarter.~~

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- ~~b. The University may appoint the Unit 18 faculty member for the full two-year or three-year period should the circumstances in 4.a.i-ii change. A revised appointment letter shall then be provided. In the event an appointment is revised to a two or three year appointment, they will undergo a pre-six academic review in accordance with Section F below.~~

F. PRE-SIX ACADEMIC REVIEW

- ~~1. Unit 18 faculty with a two or three year reappointment shall undergo a Pre-Six Academic Review except when there is a scheduled Excellence Review during the appointment. The Pre-Six Academic Review shall be concluded no later than May 1 for semester campuses and no later than June 1 for quarter campuses in the second year of a two-year appointment or the third year of a three-year appointment.~~
- ~~2. The input of qualified continuing Unit 18 faculty in the Pre-Six Academic Review process is encouraged, but not required.~~
- ~~3. The University shall notify the Unit 18 faculty member in writing no less than thirty (30) calendar days in advance of the Pre-Six Academic Review, its timing, criteria, and the procedure that will be followed. Should the University provide less than thirty (30) calendar days' notice, the University shall not unreasonably deny an extension to the Unit 18 faculty member to submit materials to the review file.~~
- ~~4. The University shall notify the Unit 18 faculty member of the outcome of the review within twenty (20) calendar days from its completion. The outcome of a review shall indicate whether a pre-six Unit 18 faculty member demonstrated teaching effectiveness during the review period. A positive review outcome is a finding of teaching effectiveness.~~
- ~~5. If the outcome of the review is negative, finding that the Unit 18 faculty member did not demonstrate teaching effectiveness during the review period, the notification will include an explanation. [Moved outside PCL 7a]~~

G. ACADEMIC REVIEW CRITERIA

- ~~1. Reviews of pre-six Unit 18 faculty shall be made on the standard of teaching effectiveness, academic responsibility per Article 3 of this Agreement, and other assigned duties. Performance shall be evaluated according to the following criteria as they are relevant to the Unit 18 faculty assigned duties and demonstrated by the materials in the review file.~~

- ~~2. Teaching effectiveness is measured by evaluation of evidence demonstrating such qualities as:~~
 - ~~a. Dedication to and engagement with teaching;~~
 - ~~b. Command of the subject matter and continued growth in mastering new topics;~~
 - ~~c. Organizing and presenting course content effectively and with demonstrated learning outcomes;~~
 - ~~d. Setting pedagogical objectives appropriate to the course topic, level, and format;~~
 - ~~e. Responding to student work in ways commensurate with student performance, course topic, level, and format;~~
 - ~~f. Awakening in students an awareness of the importance of the subject matter;~~
 - ~~g. Inspiring interest in beginning students and stimulating advanced students to do complex work; and~~
 - ~~h. Developing pedagogically effective assignments, lecture slides, lesson plans, exams, and/or other course materials and/or prompts for student work.~~

- ~~3. 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 Unit 18 faculty should be judged with proper reference to all assigned duties. [Moved outside PCL 7a]~~

H. ACADEMIC REVIEW FILE MATERIALS

- ~~1. An evaluation of a Unit 18 faculty member shall be based on an academic~~

~~review file. Due consideration will be given to all relevant materials in the review file. These include but are not limited to the following:~~

- ~~a. A self statement regarding the Unit 18 faculty member’s performance, teaching objectives, and teaching activities.~~
- ~~b. Written assessments from classroom observations conducted by faculty colleagues or evaluators, if any.~~
- ~~c. Student evaluations, provided that the quantitative measure in the student evaluation is not the sole criterion for evaluating teaching.~~
- ~~d. In addition to the syllabi, up to six (6) additional materials relevant to effective teaching (e.g., pedagogical methods, student learning outcomes, assignments, lecturer slides, lesson plans, exams, and prompts for student work) to be included in the file. The University shall give such materials due consideration. [Moved outside PCL 7a]~~

I. ACADEMIC REVIEW EXCEPTIONS

- ~~1. Unit 18 faculty appointed for less than a two or three year reappointment pursuant to Section E shall not undergo a Pre-Six Academic Review.~~
- ~~2. Nothing precludes the University from considering a Unit 18 faculty member for reappointment who was not required to undergo a Pre-Six Academic Review.~~

J. CONSIDERATION FOR REAPPOINTMENT

- ~~1. Pre-Six Unit 18 faculty with a current Unit 18 Faculty appointment who submit interest as described in this section (“internal candidates”) will be considered for reappointment prior to the consideration of external Unit 18 applicants. A request for reappointment consideration shall be submitted by pre-six Unit 18 faculty to the department chair, department chair equivalent, or designee in accordance with the deadlines in the chart below, or within thirty (30) calendar days from the date on which the appointment letter is transmitted to the Unit 18 faculty member, whichever is later.~~

	Initial Appointment	Multi-year Appointment final year
9/12 Appointees	October 15	October 15

1/9 quarter – Fall	October 15	October 15
1/10 semester – Fall	October 15	October 15
1/9 quarter – Winter 1/10 semester – Spring only 1/9 quarter – Spring only	February 1 February 1 May 1	October 15 October 15 October 15

2. ~~A request for reappointment consideration shall include the following:~~

- ~~a. An affirmative statement of interest for reappointment and curriculum vitae;~~
- ~~b. A list of courses and/or other assigned duties that the Unit 18 faculty member is interested in;~~
- ~~c. For each quarter of a possible reappointment, the appointment percentage that the Unit 18 faculty member would like to receive.~~

3. ~~Reappointment from the initial appointment to a two-year appointment is based on an assessment made by the department chair/equivalent. The assessment shall include all materials submitted pursuant to J.2. and other material available to the department chair or equivalent. The assessment shall be made on the basis of demonstrated competence in the field, teaching ability, academic responsibility, and other assigned duties, which may include University co-curricular and community service. The University shall provide written feedback.~~

4. ~~A department, program, or unit is not precluded from offering courses, other duties, or an appointment percentage that are different or in addition to those requested by the Unit 18 faculty member.~~

5. ~~If a Unit 18 faculty member fails to timely submit interest for reappointment or submits a written declaration of non-interest for the following academic year, the department, program, or unit shall not be obligated to conduct a Pre-Six Academic Review or consider them for subsequent appointments.~~

6. ~~Section J.6. only applies to Unit 18 faculty who have undergone a Pre Six Academic Review in the same department, program, or unit. In the event that department, program, or unit determines that a Unit 18 faculty member deemed “effective” will not be reappointed at the same or increased appointment percentage as the previous appointment, the Unit~~

~~18 faculty member will be provided with a written explanation.~~

~~a. The decision not to reappoint an “effective” instructor shall not be arbitrary or capricious.~~

~~b. The decision not to reappoint or to reappoint at a lower overall appointment percentage shall be based on one or more of the following:~~

~~i. lack of work (unavailability of a course assignment for which the Unit 18 faculty is qualified, as determined by the University);~~

~~ii. programmatic need or change (consistent with this article) that results in a lack of work as defined in J.6.b.1). above;~~

~~iii. budgetary considerations (subject to Section K.5 that results in a lack of work as defined in J.6.b.1). above;~~

~~iv. assignment of course(s) to Senate Faculty that were previously taught by a pre-six Unit 18 faculty member that results in a lack of work as defined in J.6.b.1). above;~~

~~v. assignment of course(s) to a graduate academic student employee or postdoctoral scholar that were previously taught by a pre-six Unit 18 faculty member that results in a lack of work as defined in J.6.b.1). above;~~

~~vi. assignment of course(s) to a pre-six Unit 18 faculty member on a time limited or programmatic basis under Section E – Special Considerations;~~

~~vii. the University determined at its sole discretion that another current Unit 18 faculty member is more qualified to teach the course(s) that results in a lack of work as defined in J.6.b.1). above.~~

~~7. The University is not precluded from offering future work to a Unit 18 faculty member who has been deemed effective but not reappointed for a reason in Section J.6.b.~~

~~K. PRE-SIX AUTOMATIC INCREASE AND MERIT INCREASE(S)~~

~~1. Effective the first full pay period following sixty (60) calendar days from the date of ratification, the University will be transitioning from a salary scale to a salary range, with 3% increments between salary points.~~

- ~~2. All increases between July 1, 2022 and July 1, 2024 will adhere to the transition plan side letter.~~
- ~~3. Beginning July 1, 2022, when a pre-six Unit 18 faculty member is re-appointed following an initial appointment, the pre-six Unit 18 faculty member shall receive one salary point (3%) increase at the commencement of the next appointment.~~
- ~~4. Beginning July 1, 2022, when a pre-six Unit 18 faculty member is re-appointed following a positive pre-six academic review, the pre-six Unit 18 faculty member shall receive one salary point (3%) merit increase at the commencement of the next appointment.~~
- ~~5. When making a reappointment decision, the University will not replace an individual Unit 18 faculty who has received a within range salary increase with a lower paid Unit 18 faculty solely to reduce salary costs.~~

H. AUGMENTATION

- 1. Unit 18 faculty appointed at less than 100% time and/or for less than the full academic year ~~may be subsequently~~ shall be offered any additional courses, additional assigned or other duties, and/or general responsibilities (“supplemental assignments”). Under such circumstances, the Unit 18 faculty member shall receive written notification of a supplemental assignment(s): (“Augmentations”) for which they are qualified (as defined in Section D.1) that subsequently become available in the department, program, or unit. [CCL 7aC6]**
- 2. Augmentations shall be permanently added to the U18 faculty member’s appointment base.**
- 3. If augmentations are made after letters of appointment or assignment are issued, then those letters will be reissued to the Unit 18 Faculty member with the updated appointment or assignment.**
- 4. Augmentations shall be offered to qualified Unit 18 faculty members in the department, program, or unit who are appointed below 100%, by the following process:**
 - a. The department, unit or program shall maintain a single, continuing rotation list of qualified Unit faculty members, tiered by group:**
 - i. first, Senior Continuing Appointees;**

- ii. second, Continuing Appointees;
 - iii. and third, Pre-Continuing Appointees.
- b. The rotation list shall be maintained in writing, updated each academic year, and made available to Unit 18 faculty members in the department, program, or unit before augmentations are offered. The University may determine or revise the order within each status group only through the annual update process. Except for additions of newly hired or newly eligible faculty members, removals of faculty members who are no longer eligible, or corrections of error, no revised rotation order shall be used to determine augmentation offers until thirty-six (36) months after the revision is made.
 - c. Within each group, the University may determine the order, provided that the order is not arbitrary, discriminatory, retaliatory, or inconsistent with this Article.
 - d. Augmentations shall be offered to the qualified Unit 18 faculty member who has received the least augmentation in that department, program or unit during the preceding five academic years.
 - e. Ties shall be resolved by rotation order.
5. Work shall be offered to an external candidate only after it has been offered to and declined by any and all qualified current U18 faculty members in the department, program, or unit.
6. Whenever possible, augmentations shall be offered to Unit 18 Faculty by May 1 on semester campuses and June 1 on quarter campuses. . When offered augmentations, Unit 18 faculty members shall have a minimum of 10 business days to accept or decline the offered assignment. Unit 18 faculty members shall be notified of these deadlines at the time they are offered the augmentation.
- a. If the Unit 18 faculty member declines or does not respond by the deadline, the University may offer work to the next Unit 18 faculty member on the list.
 - b. The University shall not be precluded from contacting multiple Unit 18 faculty members concurrently about a potential augmentation, provided the actual offer of augmentation follows the order described in H.4 above.

I. COURSE ASSIGNMENTS

1. Except as provided for in this Agreement, the University has the sole discretion to make determinations regarding: ~~the regularly scheduled time and location of a course,~~ who teaches a course, ~~the duration of an appointment,~~ the assignments of an individual, and the assessment of performance. Such decisions are not subject to the grievance or arbitration provisions of this Agreement except to the extent they reflect or result from University actions that are, themselves, grievable and arbitrable. [CCL 7cA2]
2. ~~Whenever possible, the~~ The University will consult with the Unit 18 faculty member before ~~making~~ determining the Unit 18 faculty member's course assignments or reassignments logistics. ~~The University will make every attempt to accommodate the Unit 18 faculty member's reasonable requests regarding course assignments and logistics, including but not limited to courses assigned, scheduling times, and locations. These requests shall not be arbitrarily or capriciously denied.~~ [CCL 7aA8 and CCL 7cA3]
3. ~~The University shall not remove paid work from the Unit 18 job title by reassigning duties (including but not limited to instructional workload) currently assigned to Unit 18 lecturers to other job titles outside the bargaining unit.~~

J. UNIT 18 PARTICIPATION AT THE UNIVERSITY

1. Unit 18 faculty members will be regarded as full members of the faculty and will be invited as active voting participants in department/program/unit level committees related to their assigned duties. This includes but is not limited to:
 - a. participation and voting in faculty meetings and undergraduate curriculum committees;
 - b. participation in faculty executive sessions and voting on themes related to undergraduate instruction and any other duties assigned to Unit 18 Faculty.
 - c. Continuing lecturers may also perform the role of chair of department/program/unit level committees related to their assigned duties.
2. Unit 18 faculty members shall be invited to serve as voting representatives on any University and Senate committees relevant to their assigned duties.

3. Unit 18 Faculty shall be invited to participate as full faculty in discussions and voting on department- or program-level decisions related to academics and the programs in which they teach, including:
 - a. curricula, courses, and methods of instruction;
 - b. department/program/unit teaching goals;
 - c. standards for evaluation of teaching;
 - d. the objectives and outcomes of student learning and assessment;
 - e. the review of educational and course materials, policies, and guidelines;
 - f. and other matters of academic and pedagogical concern.
4. With the consent of the respective department, program, or unit, the Unit 18 Faculty Members also may participate and vote in other areas that are not covered under this agreement, such as serving on search committees.
5. No faculty member shall be required to participate in the duties described in this Section without compensation, per Article 24 – Workload, section B.

L. 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.
2. ~~Non-reappointment decisions are not grievable unless the grievance alleges a procedural violation or a violation of the prohibition on Continuing status or Continuing Appointment avoidance in Section E.1. or the provisions of section K.5 above. Allegations that the University made a reappointment decision in violation of a Unit 18 faculty's academic freedom rights or for a discriminatory reason may only be pursued through Article 2 — Academic Freedom or Article 4 — Non-discrimination in Employment, respectively.~~
3. ~~An arbitrator reviewing a grievance under this Article shall have no authority to order the University to appoint or reappoint Unit 18 faculty. An arbitrator reviewing a non-reappointment decision shall not have the authority to substitute their~~

~~judgment for the University's judgment with respect to the University's academic needs or an individual Unit 18 faculty's performance or qualifications. In those instances where the University's decision or action was based on Unit 18 faculty's performance~~ **or qualification to teach a particular course**, the arbitrator shall have jurisdiction to review the Unit 18 faculty's academic review/personnel files, if any.

3. **The University's determination regarding a Unit 18 faculty member's preparedness or qualification (as defined in Section D.1.) to teach a specific course or fulfill a specific assigned duty shall be subject to the grievance and arbitration procedure. An arbitrator shall have the authority to review the evidence of the faculty member's qualifications and determine whether the University's decision was consistent with this Article.**

If the arbitrator finds that the University improperly determined that the faculty member was not qualified, the arbitrator may reverse the University's determination and order that the faculty member be deemed qualified, along with any other appropriate equitable remedies.

4. **A Unit 18 faculty member may grieve a determination by the University that they are not qualified to teach a course where the faculty member alleges that such determination violates Section D.2. or D.3.**
 - a. **In an arbitration on such an allegation, the arbitrator shall have the authority to review the faculty member's qualifications and the University's stated basis for its determination, including whether:**
 - i. **the course content has materially changed; and**
 - ii. **the faculty member no longer meets the qualification criteria set forth in Section D.1 as a result of any such change.**
 - b. **If the arbitrator finds that the University improperly determined that the faculty member was not qualified, the arbitrator may reverse the University's determination and order that the faculty member be deemed qualified, along with any other appropriate equitable remedies.**
5. **If a Unit 18 faculty member alleges that an augmentation was offered in violation of Section H, including but not limited to the rotation order, five-year augmentation priority, qualification requirements, or prohibition against arbitrary, discriminatory, or retaliatory decision-making, the matter shall be subject to the grievance and arbitration procedures of this Agreement.**

- a. In any such grievance, the arbitrator may determine whether the University's decision was consistent with the requirements of this Section, based on the evidence submitted by the parties.
- b. If the arbitrator determines that the University's decision violated this Section, the arbitrator may grant an appropriate remedy consistent with this Agreement including financial compensation or other make-whole remedy.

6. Special Enforcement Provisions

The following provisions apply to grievances alleging that the University has violated Section E.1., ~~or K.5.~~, above. Only the Union, and not individual Unit 18 faculty, may submit grievances alleging a violation of Sections E.1., ~~or K.5.~~, above.

- a. ~~In any grievance involving Section E.1., the Union shall have the burden to provide evidence of a policy or practice that restricts access to Continuing status or Continuing Appointments in violation of Section E.1., above.~~

When the Union alleges a violation of section E.1., ~~and the University asserts that its decision comported with E.2.a., b., and/or c.,~~ the arbitrator may consider if the University's action was only a pretext for Continuing status or Continuing Appointment avoidance **or delay**.

- b.
 - c. ~~In any grievance involving Section K.5., the Union must provide the following information within forty five (45) calendar days of the date on which the Union knew or should have known a violation occurred:~~
 - i. ~~the name of the Unit 18 faculty who was not reappointed;~~
 - ii. ~~the department where the Unit 18 faculty has an appointment;~~
 - iii. ~~the courses taught by the Unit 18 faculty who was replaced;~~
 - iv. ~~the name of the lower-paid Unit 18 faculty who replaced the higher-paid Unit 18 faculty; and~~
 - v. ~~the courses taught by the lower-paid Unit 18 faculty.~~

~~d. Arbitrator's Remedial Authority~~

If an arbitrator finds that the University has violated the prohibition on Continuing Appointment avoidance **or delay** set forth in Section E.1., ~~or the provisions of Section K.5., above,~~ their remedial authority shall not exceed ordering the University to immediately discontinue the practice or policy and consider **make whole** the adversely affected Unit 18 faculty ~~(s)~~ for a reappointment **member(s)**. Upon the request of either party, the arbitrator may retain jurisdiction to ensure that the University has complied with this order.

- 7. The University shall comply with all applicable federal, state, and local laws governing wages, hours, and terms and conditions of employment, including but not limited to laws prohibiting discrimination, harassment, retaliation, and wage theft.**
 - a. Alleged violations of this provision are subject to the grievance and arbitration procedures of this Agreement. An arbitrator shall have the authority to consider and apply such laws in resolving a grievance brought under this Article.**
 - b. Nothing in this provision shall be construed to waive or limit a Unit 18 faculty member's rights to pursue statutory claims through appropriate administrative or judicial forums.**