

Cover Sheet: UC Package Proposal #2 - 8/27/26

All terms proposed are part of a package. Any rejection may nullify other terms offered.

Part 1 of 3

Article 22 - Merit & Promotion
Review Procedures

UC-AFT Proposal #1 of August 27, 2026

Part 2 of 3

Article 7b - Process for Achieving Continuing
Status, Excellence Review, and Continuing
Appointments

[CCL struck; relevant provisions moved to
UC-AFT proposal Articles 7a & 22]

Part 3 of 3

Article 7d - Senior Continuing Lecturer Promotion
and Merit Review

[CCL struck; relevant provisions moved to
UC-AFT proposal Articles 7a & 22]

Articles 22, 7b and 7d are proposed as a coordinated package. UC-AFT's proposal to delete Articles 7b and 7d is contingent upon incorporation of its substantive provisions into Article 22 [UC-AFT Proposal #1 - 8/27/256] and Article 7a [UC-AFT Proposal #1 - 5/7/26]

ARTICLE 22 - MERIT AND PROMOTION REVIEW PROCEDURES PROCESS

****The numbering of this article is provisional and follows the current CCL numbering for ease of reference. UC-AFT is open to potential reorganization of the content contained in CCL Articles 7a, 7b, 7c, 7d, 10, 22, and 31****

A. GENERAL CONDITIONS

1. This Article applies to the campus guidelines and procedures and departmental procedures for merit and promotion reviews, and any changes to them.
2. The review process standards and evaluation criteria for each type of review are located in ~~Articles 7A, 7B, 7C, 7D,~~ and Article 31 - Academic Merit and Promotion Review Criteria.
3. ~~For those Unit 18 faculty members who are eligible for merit increases, such increases are based on academic attainment, experience and performance, and are not automatic. Unit 18 faculty shall be eligible for merit increases in accordance with this Article in those years when the University provides merit increases to non-represented academic employees. The University retains sole discretion in the evaluation of a Unit 18 faculty's performance.~~
4. ~~Consistent with this Agreement, decisions to grant or not grant a merit increase to individual Unit 18 faculty are at the sole discretion of the University. In the event a Unit 18 faculty member is not awarded an increase following a merit review, the University shall include an explanation for its decision that shall accompany the merit review determination. [PCL 22.D.1.]~~
4. Processes for conducting merit and promotion reviews shall not be arbitrary, capricious, or discriminatory.
5. ~~Unit 18 faculty shall be subject to merit reviews as follows:~~
 - a. ~~Pre six year Unit 18 faculty — For pre six year Unit 18 faculty, consideration for merit reviews, and decisions regarding the timing and amount of individual increases if any, shall be at the sole discretion of the University.~~
 - b. ~~Continuing Appointee merits — The University retains sole discretion in the evaluation of a Unit 18 faculty member's performance.~~

~~1. A Continuing Appointee shall be considered for a merit increase at~~

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~~the time of the initial continuing appointment, and at least once every three years thereafter. [PCL 22B2a] At the sole discretion of the University, a merit increase may be considered and awarded before the completion of three years, after appropriate review. A Unit 18 faculty may request that his or her merit review be deferred for up to one year. [PCL 22.B.2.d.]~~

- ~~2. For academic reviews effective July 1, 2021, upon review, if the Unit 18 faculty's performance since the last merit review is deemed excellent, the Unit 18 faculty shall receive a merit increase of at least two salary points. The University is not precluded from granting merit increases of greater than two salary points, with such increases being in intervals of one salary point only, e.g., two salary points, three salary points, and so on. [PCL 22.C.6.]~~
- ~~3. For academic reviews effective July 1, 2022 or later, upon review, if the Unit 18 faculty's performance since the last merit review is deemed excellent, the Unit 18 faculty shall advance two salary points on the salary scale in Table 17 of the Agreement. The University is not precluded from granting merit increases of greater than two salary points on the salary scale in Table 17 of the Agreement. [PCL 22.C.6.]~~

B. TIMELINES

1. Promotion Reviews

- ~~a. When a~~ **By the end of a Pre-Continuing Unit 18 faculty member member's receives an appointment that includes an eighteenth (18th) quarter, twelfth (12th) semester, or twenty-fourth (24th) fiscal quarter of continuous or intermittent service, as defined in article 7a section E3 of this Agreement, in the same department, program, or unit, the University shall conduct complete the excellence a review for promotion to Continuing Unit 18 faculty member in accordance with this Article. [CCL 7b.A.3.]**
- ~~b. A Unit 18 faculty member may request an extension of the review deadlines elect to delay the Continuing promotion review process due to a leave of absence taken under Article 12 - Leaves. Such delays requests shall not exceed the number of quarters or semesters impacted by the leave. be unreasonably denied. [CCL~~

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7b.D.1.]

- c. ~~If as a result of the excellence review the Unit 18 faculty member is deemed excellent~~ Upon receiving a positive promotion review, and the Unit 18 faculty member has performed service in the 18th quarter, 12th semester, or 24th fiscal quarter in the same department, program, or unit, the pre Pre-Continuing Unit 18 faculty member shall have be promoted to Continuing status Unit 18 faculty member. [CCL 7b.A.5.]
- d. ~~A U18 Continuing Lecturer who has received at least two (2) consecutive positive merit advancements reviews (following the initial Continuing Appointment) in the same department, program, or unit, may request a Senior Continuing Lecturer Promotion Review, in accordance with campus procedures, upon their next merit review.~~ [CCL 7d.B.1.a.]

At the request of the Continuing Unit 18 faculty member, the department shall conduct a review for Senior Continuing promotion if the following conditions are met:

1. The Unit 18 faculty member has received two consecutive positive merit reviews as a Continuing Unit 18 faculty member.
2. At least one of the positive merit reviews referenced above was received in the same department, program or unit.

A Continuing Unit 18 faculty member who has received at least one positive merit review as a Continuing Unit 18 faculty member may request a review for promotion to Senior Continuing Unit 18 Faculty Member, regardless of whether the criteria in d.1-2 have been met. The department shall have discretion to determine whether to conduct the requested review.

- e. Upon receiving a positive promotion review, the Continuing Unit 18 Faculty Member shall be promoted to Senior Continuing Unit 18 Faculty Member.

2. Merit Reviews

- a. ~~A Continuing Appointee Unit 18 faculty, including Continuing and Pre-Continuing faculty, shall be considered for subject to a merit increase or promotion review at the time of the initial continuing~~

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~~appointment, and~~ at least once every three years ~~thereafter~~. [CCL 22.A.5.b.1.]

- ~~b. Demonstration Teachers, Supervisors of Teacher Education, Teacher – Special Programs, or any Unit 18 faculty whose salary is paid on a “By Agreement” basis shall be considered for a merit review at the sole discretion of the University in accordance with procedures established by the University at each campus [CCL 22.C.]~~
- b. At the request of a Unit 18 faculty member, At the sole discretion of the University, a merit increase may be considered and awarded the University may conduct a merit review before the completion of three years, after appropriate review. [CCL 22.A.5.b.1.]
- c. A Unit 18 faculty member may request that his or her their merit review be deferred for up to one year. [CCL 22.A.5.b.1.] Such requests shall not be denied.
- d. A Unit 18 faculty member may elect to delay the review process due to a leave of absence taken under Article 12 - Leaves. Such delays shall not exceed the number of quarters or semesters impacted by the leave.

3. Review Periods

- a. The review period for each merit review shall be:
- i. the academic year in which the review takes place; and
 - ii. the period since the most recent review, or, for the first review, the period since initial hiring.
- b. The review period for promotion reviews to Continuing Unit 18 Faculty Member shall be the entire period of service as a Pre-Continuing Unit 18 faculty member, including the academic year in which the review takes place.
- c. The review period for promotion reviews to Senior Continuing Unit 18 Faculty Member shall be the entire period of service as a Continuing Unit 18 faculty member, including the academic year in which the review takes place.

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C. CHANGES IN COMPENSATION

1. ~~Either Continuing Status or a Continuing appointment, if any, shall commence at~~ The effective date of a promotion to Continuing Unit 18 Faculty Member is the start of a 19th quarter, 13th semester, or 25th fiscal quarter, regardless of when the excellence review is completed. [CCL 7b.A.9.]
2. The effective date of all other promotion or merit increases s is the July 1 immediately following the academic year in which the review was conducted. Any final decision that is approved after the July 1 effective date shall be retroactively applied. [CCL 7d.B.2.b.]
3. ~~Beginning July 1, 2022, when a~~ A pre-six Pre-Continuing Unit 18 faculty member ~~is re-appointed following an initial appointment, the pre-six Unit 18 faculty member shall~~ receive automatically advance one salary point (3%) merit increase at the commencement of the second academic year, next appointment. [CCL 7a.K.4.]
4. Upon receiving a positive merit review, a Pre-Continuing Unit 18 faculty member shall advance a minimum of one salary point on the salary scale in the salary table of the Agreement, in addition to the one salary point granted by item 3 above.
5. ~~For academic reviews effective July 1, 2022 or later, upon review, if the Unit 18 faculty's performance since the last merit review is deemed excellent~~ Upon receiving a positive merit review, the a Continuing or Senior Continuing Unit 18 faculty member shall advance at least two a minimum of three salary points on the salary scale in Table 17 the salary table of the Agreement. [CCL 22.A.5.b.3.]
6. ~~For academic reviews effective July 1, 2022 or later, upon review, if the Unit 18 faculty's performance since the last merit review is deemed excellent~~ Upon promotion to Continuing Unit 18 Faculty Member, the a Unit 18 faculty member shall advance a minimum of two four salary points on the salary scale in Table 17 the salary table of the Agreement. [CCL 22.A.5.b.3.]
7. ~~Following a successful~~ Upon promotion to Senior Continuing ~~Lecturer Unit 18 Faculty Member,~~ a Unit 18 faculty member shall receive an increase of at least three advance a minimum of four salary points on the salary scale in the salary table of the Agreement. However, the Senior Continuing Lecturer

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~~shall not receive an increase that exceeds the maximum of the salary scale.~~
[CCL 7d.B.2.c.]

8. The University ~~is not precluded from granting~~ may grant merit increases of greater than ~~two salary points~~ minimum on the salary scale in Table 17 of the Agreement [CCL 22.A.5.b.3.] with such increases being in intervals of one salary point only, e.g., two salary points, three salary points, and so on. [CCL 22.A.5.b.2.]
9. If merit or promotion decisions are delayed, the minimum salary increases required upon a positive review will be paid as soon as possible, with retroactive payment to the effective date of the merit or promotion. at the onset of the pay period during which the salary increase would normally take place if the review had not been delayed, in advance of the outcome of the review. In the instance of a negative outcome, the Unit 18 faculty member shall not be required to pay back the salary increase retroactively. In the instance that an above-minimum merit is awarded, the retroactive pay shall be received by the Unit 18 faculty member within fourteen (14) calendar days of the decision. If this is not paid on time, the University will pay a penalty of 1% daily interest compounded daily for each additional day the Unit 18 faculty member goes without receiving the late pay. [CCL 22.B.5.]

D. NEGATIVE REVIEW OUTCOMES

1. ~~Consistent with this Agreement, decisions to grant or not grant a merit increase to individual Unit 18 faculty are at the sole discretion of the University. In the event a Unit 18 faculty member is not awarded an increase following a merit~~ receives a negative review outcome, the University shall include an explanation for its decision a list of review criteria, pursuant to Article 31(C), for which the standard was not met, together with an explanation of the Unit 18 faculty member's failure to meet the standard, that shall accompany the merit review determination. [CCL 22.A.4.]
2. If a Pre-Continuing Unit 18 faculty member receives a negative outcome in a merit review, the Department, Program, or Unit shall initiate a Performance Improvement Plan for the Unit 18 faculty member, as outlined in Article xx.
3. ~~Conversely, if, as a result of this review, the University determines that the~~

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~~If a Pre-Continuing Unit 18 faculty member is not qualified to perform anticipated responsibilities at an excellent level in the department, program, or unit receives a negative outcome in a Continuing Promotion Review, the Unit 18 faculty member will be released at the end of the Unit 18 faculty member's appointment at the end of the following academic year. The University may elect to provide payment in lieu of employment. [CCL 7b.A.6.]~~

4. ~~If the a Continuing Lecturer Unit 18 faculty member is not promoted to Senior Continuing Lecturer receives a negative outcome in a Senior Continuing Promotion Review, the review file will still be assessed for a merit review in accordance with Article 7C-Continuing Appointments, this Article 22 – Merit and Promotional Review Procedures for Continuing Appointees, and Article 31 - Academic Merit and Promotion Review Criteria. The Continuing Lecturer Unit 18 faculty member is eligible to request a promotion review at the next normative merit review. [CCL 7d.B.2.d.]~~

E. B. MERIT AND PROMOTION REVIEW GUIDELINES AND PROCEDURES

1. The Union shall be provided copies of applicable campus merit and promotion guidelines and departmental review procedures as they exist or as they are developed. Upon request, An an individual may request will receive a copy of the applicable campus merit and promotion review guidelines or departmental procedure(s).
2. Subject to the provisions of this Agreement, The the University may change campus merit and promotion guidelines and merit and promotion review procedures according to the normal campus processes for revising such procedures.
 - a. The University shall provide to the Union proposed changes to campus merit and promotion guidelines at least ninety (90) ~~thirty (30)~~ days prior to finalization. The University will begin to apply changed guidelines to individual Unit 18 faculty only with the beginning of the Unit 18 faculty's merit or promotion review cycle.
 - b. The University shall provide to the Union proposed changes to departmental review procedures at least forty-five (45) days ~~a month~~

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prior to finalization. Upon request of the Union, the University shall meet with the Union to discuss the effect of the proposed merit or promotion procedure changes before the University implements such changes.

3. At the request of the UC-AFT, each campus will provide the Union with a list of Unit 18 faculty members who were considered for merit or promotion increase review during the previous academic year. The information will include the campus, for each faculty member: the Unit 18 faculty's their name, department, ~~whether the individual was granted a merit increase or promotion or not,~~ the outcome of the review, and the amount of any such increase: number of salary point advancements. The information shall be provided within thirty (30) calendar days of the Union's request.
4. The Union may request that the campus provide the rationale behind individual review outcomes through the Request for Information process. Responses shall be provided within thirty (30) calendar days of the Union's request.
5. ~~Unit 18 faculty may request up to a one-year deferral to the merit review process per merit review cycle. Such requests for deferrals shall be submitted in writing following the procedures in accordance with Articles 7C and 7D. The effective date of any increase that results from the review is also deferred by the same amount of time.~~
6. ~~If merit or promotion decisions are delayed, salary increases will be paid as soon as possible, with retroactive payment to the effective date of the merit or promotion. [PCL 22.C.7.]~~
7. The provisions of this Article establish minimum requirements and are not intended to preclude more frequent consideration for promotion or merit increases reviews, or greater than minimum merit increases for the members of this bargaining unit.

~~F. Demonstration Teachers, Supervisors of Teacher Education, Teacher—Special Programs, or any Unit 18 faculty whose salary is paid on a “By Agreement” basis shall be considered for a merit review at the sole discretion of the University in accordance with procedures established by the University at each campus. [PCL 22.B.2.b.]~~

F. EXCELLENCE COMMON REVIEW PROCESSES ES [CCL 7b.D.]

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1. The University shall notify the Unit 18 faculty member in writing of observations and the reviews, its their timing, criteria, and the procedure that will be followed per this Article. Such notice shall be provided no less than forty-five (45) calendar days prior to the date by which the Unit 18 faculty's observation is to take place and the review materials must be submitted, ~~where practicable~~. Except by request of the Unit 18 faculty member, review procedures, including class observations, shall not commence until after the aforementioned deadline. Should the University provide less than forty-five (45) calendar days' notice, the University shall not ~~unreasonably~~ deny an extension to the Unit 18 faculty member of up to forty-five (45) days to submit their materials for the review file. [CCL 31.B.1.]
2. The notification shall include:
 - a. A list of materials the Unit 18 faculty member is responsible for providing and how they should be submitted;
 - b. The date by which the Unit 18 faculty member must submit all materials;
 - c. Campus merit and promotion review guidelines and departmental procedure(s);
 - d. Links to the applicable collective bargaining agreement article(s); ~~and~~
 - e. The date by which the attainment of continuing status, the merit increase, or promotion in question shall be effective-~~i~~;
 - f. The right of the Unit 18 faculty member to inspect and respond to their academic review file, in accordance with Article 10 - Personnel and Review Files; and
 - g. If applicable, a notice that the Unit 18 faculty member is eligible to apply for a Senior Continuing promotion review. [CCL 31.B.2.]
3. A committee shall review and make recommendations about the Unit 18 faculty member's performance pertaining to the ~~Excellence Review for Continuing Appointments~~. The committee shall be at the departmental level, except where not practicable, in which case it will be as close to the departmental level as is practicable (e.g., school, division or college). Such committees will ~~be comprised of~~ consist of academic appointees with

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sufficient knowledge of the Unit 18 faculty member's field of expertise. The membership of the ~~Excellence Review~~ committee is not confidential. [CCL 7b.D.3.]

4. ~~The University shall make reasonable efforts to ensure that a~~ A minimum of one qualified Unit 18 faculty member will participate on such review committees although no individual shall be required to serve on the committee. Unless the Unit 18 faculty member on the committee is a standing appointment, the Unit 18 faculty member being reviewed shall be consulted about the Unit 18 faculty appointment on the committee. Care shall be taken to ensure that the committee is composed of faculty who can offer a fair and neutral assessment of the Unit 18 faculty member's performance. The Unit 18 faculty member(s) on the review committee shall have full voting rights within the committee and shall be under the same obligation as any other member of the personnel committee with respect to the confidentiality of the review process. [CCL 7b.D.4.]
5. The Unit 18 faculty member being reviewed may provide a written list of suggested peers from whom input may be solicited and/or identify qualified persons from whom input may be solicited. The Unit 18 faculty member being reviewed shall be afforded an opportunity to raise concerns about possible bias on the part of individuals involved in their review. Any such statement provided by the Unit 18 faculty member shall be included in the academic review file. Requests by the candidate to remove any individual involved in the review due to bias or lack of qualification shall not be denied. [CCL 7b.D.5.]
6. The Unit 18 faculty member may submit a written response to the recommendation from the department, program, or unit, which shall be included in the Unit 18 faculty member's ~~excellence academic~~ review file. [CCL 7b.D.6.]
7. An evaluation of a Unit 18 faculty member shall be based on an academic review file. As outlined in Article 10, ~~the~~ the academic review file shall contain only material relevant to consideration of personnel action. Performance-based decisions ~~concerning appointment to a Continuing Appointment and termination for non-excellence~~ shall be based solely upon the material contained in the academic review file. [CCL 7b.D.7.]
8. The evaluation shall include a written observation of the Unit 18 faculty member's teaching as follows:

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a. Observations shall be conducted by Unit 18 faculty or Academic Senate faculty with expertise in the field and substantial pedagogical experience in the Unit 18 faculty member's department/unit/or program. The Unit 18 faculty member retains the right to object to an assigned observer due to concerns about bias or qualification. Requests to replace an assigned observer due to such concerns shall not be denied. Nothing shall preclude the department or program from soliciting a list of potential reviewers from the Unit 18 faculty member nor from requesting that the Unit 18 faculty member select the reviewer.

b. The University shall confer with the Unit 18 faculty member to coordinate an agreeable course and date for the observation.

c. Each observation shall include a pre-observation and post-observation meeting and a formal written document evaluating the performance of teaching and other duties in accordance with the standards and criteria outlined in this article.

d. The Unit 18 faculty member has the right to respond to the formal written observation.

e. Any Unit 18 faculty member performing this work will be compensated appropriately in accordance with Article 24.

9. The University shall not establish quotas for review and promotion outcomes: the number of positive outcomes or above-minimum merits shall not be pre-determined. Evaluation of a Unit 18 faculty member shall not involve comparison to other Unit 18 faculty members or other academic appointees.

10. Under no circumstances shall AI assistance be used in the review process.

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including but not limited to: using AI to analyze a review file, using AI to summarize all or part of a review file, using AI to search or compile data within a review file, using AI to compose or edit explanations for review outcomes.

11. According to campus procedures, the University shall notify the Unit 18 faculty member of the **Excellence Review decision outcome before the onset of the next academic term, or July 1 of the review year, whichever comes first.** [CCL 7b.D.8.]

G. D. GRIEVANCE AND ARBITRATION

- ~~1. Merit and promotion review decisions are the result of academic judgment and are not subject to the grievance and arbitration provisions of this Agreement. Only allegations of procedural violations of this Article are subject to the grievance and arbitration provisions of this Agreement.~~
 - ~~2. An arbitrator shall not have authority to substitute their judgment for the University's judgment regarding and Unit 18 faculty's performance or qualification, nor shall the arbitrator have the authority to order the University to provide a merit increase or promotion. If the arbitrator finds a procedural violation, the arbitrator's authority shall be limited to ordering the University to repeat the merit or promotion review from the point at which the violation occurred. At the request of either party, the arbitrator may retain jurisdiction.~~
- 1. Allegations of procedural violations for this article, and allegations that the review decision was arbitrary, capricious, discriminatory, or based on a material factual error, are subject to the full grievance and arbitration provisions of this Agreement.**
 - 2. The Arbitrator shall have jurisdiction to review the review process and the academic review file.**
 - a. If the Arbitrator finds that the review process was not followed, or that the decision was influenced by information outside of the review file, and that such flaw/decision had a material adverse impact on the review results, the Arbitrator**

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may order a re-do of the review, and/or award financial compensation.

- b. Where the Arbitrator finds the University's decision was arbitrary, capricious, discriminatory, or based on a material factual error, the Arbitrator may order a re-do of the review, award financial compensation, and/or award another appropriate remedy.
 - c. Where the Arbitrator determines that an individual involved in the academic review has in any way materially violated the Agreement and subsequently orders a re-do of the review, the Arbitrator shall order the University to designate different individuals to conduct the subsequent review. The new committee will be constituted through a meet and confer process between the University and the Union.
 - d. If the arbitrator orders a re-do of the review, the parties will meet and confer to agree on the details of the re-do to ensure it is conducted in a fair manner.
- 3. Upon the request of either party, the Arbitrator may retain jurisdiction to ensure that the parties have complied with the Arbitrator's award.
 - 4. If a Unit 18 faculty member receives a positive outcome in a merit or promotion review, the filing of a grievance shall not delay implementation of the minimum salary increase required upon a positive review.

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ARTICLE 7b PROCESS FOR ACHIEVING CONTINUING STATUS, EXCELLENCE REVIEW, AND CONTINUING APPOINTMENTS

A. GENERAL PROVISIONS

- ~~1. This Article contains the policies and procedures that govern the process by which Unit 18 faculty achieve Continuing status. [PCL 22.A.1.]~~
- ~~2. The University retains sole discretion in the evaluation of a Unit 18 faculty member's performance. [PCL 22.A.3.]~~
- ~~3. When a Unit 18 faculty member receives an appointment that includes an 18th quarter, 12th semester, or 24th fiscal quarter of service in the same department, program, or unit, the University shall conduct the excellence review in accordance with this Article. [PCL 22.B.1.a.]~~
- ~~4. The University shall conduct the excellence review in the academic year in which the 18th quarter, 12th semester, or 24th fiscal quarter of service occurs, and the University shall complete the excellence review prior to the commencement of the 19th quarter, 13th semester, or 25th fiscal quarter. However, the University shall not be obligated to complete an excellence review if the Unit 18 faculty member does not perform service in an eighteenth (18th) quarter, twelfth (12th) semester, or twenty fourth (24th) fiscal quarter. Following completion of the excellence review, the University shall notify the Unit 18 faculty member of the results.~~
- ~~5. If as a result of the excellence review the Unit 18 faculty member is deemed excellent, and the Unit 18 faculty member has performed service in the 18th quarter, 12th semester, or 24th fiscal quarter in the same department, program, or unit, the Unit 18 faculty member shall have Continuing status. [PCL 22.B.1.c.]~~

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- ~~6. Conversely, if, as a result of this review, the University determines that the Unit 18 faculty member is not qualified to perform anticipated responsibilities at an excellent level in the department, program, or unit, the Unit 18 faculty member will be released at the end of the Unit 18 faculty member's appointment. [PCL 22.D.3.]~~
- ~~7. For Unit 18 faculty who have achieved Continuing status and for whom there is instructional need in the 19th quarter, 13th semester, or 25th fiscal quarter as defined in Section B below, the University shall provide notice of a Continuing appointment in accordance with Article 7c by the end of the 18th quarter, 12th semester, or 24th fiscal quarter, or as soon as practicable.~~
- ~~8. For Unit 18 faculty who have achieved Continuing status but for whom there is not instructional need in the 19th quarter, 13th semester, or 25th fiscal quarter, the University shall notify the Unit 18 faculty member by the end of the 18th quarter, 12th semester, or 24th fiscal quarter, or as soon as practicable, that they have the right of first refusal for two years for Unit 18 work for which they are qualified. This right of first refusal shall not abridge the reemployment rights of another Unit 18 faculty member, as specified in Article 17 — Layoff, Reduction in Time, and Reemployment.~~
- ~~9. Either Continuing status or a Continuing appointment, if any, shall commence at the start of a 19th quarter, 13th semester, or 25th fiscal quarter, regardless of when the excellence review is completed. [PCL 22.C.1.]~~
- ~~10. Nothing in this Agreement shall preclude a department, program, or unit from hiring a Unit 18 faculty member who has achieved Continuing status after the period of right of first refusal has expired. In such a hiring, the Unit 18 faculty member shall be hired as a Continuing Appointee.~~

~~B. INSTRUCTIONAL NEED~~

- ~~1. Instructional need to establish a continuing appointment shall exist when the University determines the following with respect to the nineteenth (19th) quarter, thirteenth (13th) semester, or twenty-fifth (25th) fiscal quarter:~~
- ~~a. there is a departmental need for courses to be taught by Unit 18 faculty in the area in which the Unit 18 faculty member has taught; and~~

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- ~~b. the Unit 18 faculty member is qualified to teach those courses; and~~
- ~~c. a Continuing Appointee is not already expected to teach the course(s).~~

~~2. Instructional need to establish a continuing appointment will not exist when:~~

- ~~a. Senate Faculty is designated to teach the course(s) during the next academic year previously assigned to the Unit 18 faculty member;~~
- ~~b. Graduate Academic Student Employee (ASE) whose training is in the same department or related discipline, or where the assignment is made pursuant to an academic plan for pedagogical training of the ASE, are designated to teach the course(s) previously assigned to the Unit 18 faculty member during the next academic year;~~
- ~~c. An unanticipated distinguished Visiting Professor, or Adjunct Professor, is designated to teach the course(s) during the next academic year previously assigned to the Unit 18 faculty member;~~
- ~~d. The assignment of the Unit 18 faculty member to teach the course(s) conflicts with established departmental academic program requirements for intellectual diversity, as outlined in Article 7A—Section E. 2. B.~~

~~C. SPECIAL NOTICE REQUIREMENT FOR ANTICIPATED REDUCTION OF INITIAL CONTINUING APPOINTMENT~~

~~If, prior to the issuance of the Letter of Continuing Appointment, the University determines that a Unit 18 faculty member who has been appointed to an 18th quarter, 12th semester, or 24th fiscal quarter will have an initial continuing appointment percentage that is less than the Unit 18 faculty member's minimum appointment percentage during the previous Two-Year Reappointment the University will provide notice to the Unit 18 faculty member as soon as practicable, with a copy to the Union.~~

~~D. EXCELLENCE REVIEW PROCESS~~

- ~~1. A Unit 18 faculty member may request an extension of the review deadlines due to a leave of absence taken under Article 12—Leaves. Such requests shall not be unreasonably denied. [PCL 22.B.1.b.]~~

Current contract language (CCL)

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- ~~2. A Unit 18 faculty member being evaluated may provide letters of assessment from individuals with expertise in the Unit 18 faculty member's field, and/or other relevant materials to the review 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 Unit 18 faculty;~~
 - ~~b. Departmental Academic Senate Faculty;~~
 - ~~c. other academic appointees;~~
 - ~~d. students; and/or~~
 - ~~e. others external to the University of California. [PCL 31.D.2.i.]~~
- ~~3. A committee shall review and make recommendations about the Unit 18 faculty member's performance pertaining to the Excellence Review for Continuing Appointments. The committee shall be at the departmental level, except where not practicable, in which case it will be as close to the departmental level as is practicable (e.g., school, division or college). Such committees will be comprised of academic appointees with sufficient knowledge of the Unit 18 faculty member's field of expertise. The membership of the Excellence Review committee is not confidential. [PCL 22.F.3.]~~
- ~~4. The University shall make reasonable efforts to ensure that a qualified Unit 18 faculty member will participate on such review committees although no individual shall be required to serve on the committee. Unless the Unit 18 faculty member on the committee is a standing appointment, the Unit 18 faculty member being reviewed shall be consulted about the Unit 18 faculty appointment on the committee. Care shall be taken to ensure that the committee is composed of faculty who can offer a fair and neutral assessment of the Unit 18 faculty member's performance. The Unit 18 faculty member on the review committee shall be under the same obligation as any other member of the personnel committee with respect to the confidentiality of the review process. [PCL 22.F.4.]~~
- ~~5. The Unit 18 faculty member being reviewed may provide a written list of suggested peers from whom input may be solicited and/or identify qualified persons from whom input may be solicited. The Unit 18 faculty member being reviewed shall be afforded an opportunity to raise concerns about possible bias on the part of individuals involved in their review. Any~~

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~~such statement provided by the Unit 18 faculty member shall be included in the academic review file. [PCL 22.F.5.]~~

~~6. The Unit 18 faculty member may submit a written response to the recommendation from the department, program, or unit, which shall be included in the Unit 18 faculty member's excellence review file. [PCL 22.F.6.]~~

~~7. An evaluation of a Unit 18 faculty member shall be based on an academic review file. The academic review file shall contain only material relevant to consideration of personnel action. Performance-based decisions concerning appointment to a Continuing Appointment and termination for non-excellence shall be based upon the material contained in the academic review file. [PCL 22.F.7.]~~

~~8. According to campus procedures, the University shall notify the Unit 18 faculty member of the Excellence Review decision. [PCL 22.F.11.]~~

E. EVALUATION CRITERIA

~~1. Evaluations of the academic qualifications or performance of Unit 18 faculty for purposes of consideration for a continuing appointment shall be made on the basis of demonstrated excellence in teaching, academic responsibility, and other assigned duties. [PCL 31.B.2.]~~

~~2. Evaluation Criteria for the Excellence Review is referenced in Article 31 Academic Review Criteria.~~

~~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 member should be judged with proper reference to assigned teaching responsibilities. [PCL 31.C.4.]~~

~~4. Length of service and continued competence as a pre-six Unit 18 faculty member alone are not justification for achieving Continuing Status.~~

F. GRIEVABILITY AND ARBITRABILITY

~~1. Performance review decisions are the result of academic judgment and are not subject to the grievance and arbitration provisions of this Agreement. Only allegations of procedural violations of this Article are subject to the grievance and arbitration provisions of this Agreement.~~

- ~~2. 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 the University to redo the procedure.~~
- ~~3. An Arbitrator shall not have the authority to substitute the Arbitrator's judgment for the University's judgment with respect to instructional need, academic qualifications or determinations of excellence or non-excellence and thereby compel the University to make or continue an appointment. Nevertheless, the Arbitrator shall have the authority to resolve factual disputes related to Section B.2.~~
- ~~4. The Arbitrator shall have jurisdiction to review the performance review process and the academic review file. If the Arbitrator finds that the performance review process was not followed, or that the decision was not based on materials in the review file, and that such flaw/decision had a material adverse impact on the review results, the Arbitrator's remedy shall be limited to an order that the University re-do the performance review process. Where the arbitrator determines that an individual involved in the academic review has in any way materially violated the Agreement, the Arbitrator may order the University to designate different individuals to conduct the subsequent performance review.~~
- ~~5. Upon the request of either party, the Arbitrator may retain jurisdiction to ensure that the parties have complied with the Arbitrator's award. When the Arbitrator retains jurisdiction, the Arbitrator's remedy shall be limited to an order that the UG redo the performance review process. [PCL 22.G. and 31.E.]~~

Articles 22, 7b and 7d are proposed as a coordinated package. UC-AFT's proposal to delete Articles 7b and 7d is contingent upon incorporation of its substantive provisions into Article 22 [UC-AFT Proposal #1 - 8/27/26] and Article 7a [UC-AFT Proposal #1 - 5/7/26]

ARTICLE 7d SENIOR CONTINUING LECTURER PROMOTION AND MERIT REVIEW

~~A. GENERAL PROVISIONS~~

- ~~1. This Article applies to the process by which Continuing Lecturers may be promoted to Senior Continuing Lecturer, and merit reviews for Senior Continuing Lecturers. [PCL 22.A.1.]~~
- ~~2. The University retains sole discretion in the evaluation of a Continuing Lecturer's performance. Merit increases and promotions under this Article are not automatic. [PCL 22.A.3.]~~
- ~~3. Senior Continuing Lecturer performance shall be evaluated in accordance with Article 31—Academic Review Criteria of this Agreement.~~
- ~~4. A Senior Continuing Lecturer Appointment does not create entitlement to tenure or security of employment nor does it guarantee specific teaching assignments.~~

~~B. SENIOR CONTINUING LECTURER PROMOTION AND MERIT REVIEW~~

~~1. Eligibility~~

~~a. Promotion:~~

~~A Continuing Lecturer who has received at least two (2) consecutive positive merit advancements (following the initial Continuing Appointment) in the same department, program, or unit, may request a Senior Continuing Lecturer Promotion Review, in accordance with campus procedures, upon their next merit review. [PCL 22.B.1.d.]~~

~~b. Merit:~~

~~A Senior Continuing Lecturer shall be considered for a merit~~

~~increase at least once every three years following promotion to Senior Continuing Lecturer. [PCL 22.B.2.a.]~~

- ~~i. A Senior Continuing Lecturer may request in writing that their merit review be accelerated. At the sole discretion of the University, a merit increase may be considered and awarded before the completion of three years, after appropriate review. [PCL 22.B.2.b.]~~
- ~~ii. A Senior Continuing Lecturer may request in writing that their merit review be deferred for up to one year. [PCL 22.B.2.c.] The University retains sole discretion to approve a request to defer a merit review. If the merit review is delayed at the request of the Senior Continuing Lecturer, the effective date of the merit increase shall also be deferred.~~

~~2. Merit increases~~

- ~~a. If the Continuing Lecturer is promoted to Senior Continuing Lecturer, the promotion precludes and supersedes a separate merit increase as a Continuing Lecturer. [PCL 22.B.2.a.]~~
- ~~b. The effective date of a promotion or merit increase is the July 1 immediately following the academic year in which the review was conducted. Any final decision that is approved after the July 1 effective date shall be retroactively applied. [PCL 22.C.2]~~
- ~~c. Following a successful promotion to Senior Continuing Lecturer, the Unit 18 faculty member shall receive an increase of at least three salary points. However, the Senior Continuing Lecturer shall not receive an increase that exceeds the maximum of the salary scale. [PCL 22.C.7.]~~
- ~~d. If the Continuing Lecturer is not promoted to Senior Continuing Lecturer, the review file will still be assessed for merit in accordance with Article 7C-Continuing Appointments, Article 22-Merit and Promotional Review Procedures for Continuing Appointees, and Article 31-Academic Review Criteria. The Continuing Lecturer is eligible to request a promotion review at the next normative merit review. [PCL 22.D.4.]~~

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~~G. GRIEVABILITY AND ARBITRABILITY~~

- ~~1. Performance review decisions are the result of academic judgment and are not subject to the grievance and arbitration provisions of this Agreement. Only allegations of procedural violations of this Article are subject to the grievance and arbitration provisions of this Agreement.~~
- ~~2. 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 the University to redo the procedure.~~
- ~~3. An Arbitrator shall not have the authority to substitute the Arbitrator's judgment for the University's judgment with respect to instructional need, academic qualifications or determinations of whether performance is exceptional and thereby compel the University to promote or provide a merit increase.~~
- ~~4. The Arbitrator shall have jurisdiction to review the performance review process and the academic review file. If the Arbitrator finds that the performance review process was not followed, or that the decision was not based on materials in the review file, and that such flaw/decision had a material adverse impact on the review results, the Arbitrator's remedy shall be limited to an order that the University re-do the performance review process. Where the arbitrator determines that an individual involved in the academic review has in any way materially violated the Agreement, the Arbitrator may order the University to designate different individuals to conduct the subsequent performance review.~~
- ~~5. Upon the request of either party, the Arbitrator may retain jurisdiction to ensure that the parties have complied with the Arbitrator's award. When the Arbitrator retains jurisdiction, the Arbitrator's remedy shall be limited to an order that the UG redo the promotion or merit review process. [PCL 22.G. and 31.E.]~~

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