ARTICLE 5
DESCRIPTION OF UNIT TITLES

[K-12 title descriptions will be addressed in local negotiations, currently ongoing.]

A. GENERAL

This article provides a general description of the duties that correspond to the titles identified in Article 1 – Recognition. The definitions are for purposes of illustration and not limitation, and are not full descriptions of all duties and responsibilities assigned to members of the bargaining unit during the course of their employment. ~~N~~***As of the day of ratification, n***o appointees to these titles are members of the Academic Senate. Further, registered University of California students may not be appointed to these titles.

B. DEFINITIONS

1. The title ~~**Lecturer**~~ ***Instructional Professor***, whether used as an only title or as an additional title, shall be assigned to a professionally qualified appointee not under consideration for appointment in the Professori~~al~~ ***of Teaching*** series ~~(in contrast to the usual expectation of Acting Appointees)~~ ***who is engaged primarily in teaching, and who also performs other duties such as research or service.*** ~~whose services are contracted for certain teaching duties.~~

2. **Coordinators of Field Work** (**00**2240, **00**2241, **00**2245, **00**2246) are academic appointees who are charged with the primary responsibility for the maintenance of the education standards and effective functioning of the field work course/practicum. Other academic duties may include serving on academic and administrative committees.

3. **Field Work Consultants** (**00**2260, **00**2261, **00**2265, **00**2266) are academic appointees whose principal duties normally consist of consulting with social welfare agencies about arrangements for the field work course, advising and counseling graduate professional students about their programs, consulting with field work supervisors about the students' field work experience, and determining the field work grade. Other academic duties may include serving on academic and administrative committees.

4. **Field Work Supervisors** (**00**2250, **00**2251, **00**2255, **00**2256) are academic appointees who normally are based in a social welfare agency where the appointee teaches the essentials of professional social work practice. Field work supervisors are responsible to the social welfare agency for the caseload assigned to the student unit and for such other duties and responsibilities as may be mutually agreed upon by the agency and the school. Other Field Work Supervisors are responsible for the supervision of the clinical practicum of students. Other academic duties may include serving on academic and administrative committees.

5. **Demonstration Teachers** (**00**2210, **00**2211) are teachers who are employed in University Elementary Schools, in cooperating schools, or in other University-sponsored educational programs to demonstrate teaching procedures and practices to University student observers. Demonstration teachers also may assist these students in other assignments they may have.

6. **Child Development Demonstration Lecturers** (**00**2284, **00**2285) are responsible for planning the teaching and activity programs of the nursery school. Child Development Demonstration Lecturers may supervise the work of several nursery school assistants, cooperate with individual faculty members and research staff in integrating the programs of the nursery school, administer standardized tests as part of the maintenance of research records, and confer with parents.

7. **Substitute Teachers** (**00**2427, **00**2428) are teachers employed on a short-term basis to provide instruction in the absence of regularly assigned teachers, on a by-agreement basis, in the University Elementary School on the Los Angeles campus.

8. **Teacher - Special Programs** (**00**2460, **00**2461) are teachers who ~~normally teach non-regular classes to~~ ***work with*** University and non-University students usually on a part-time by-agreement basis***, but are not Instructors of Record, do not provide instruction or lessons, do not grade or evaluate student work, do not develop curriculum, and do not oversee academic programs***.

9. ~~**Teacher - Lawrence Hall of Science** (2650, 2651) teach community based classes through the Lawrence Hall of Science to non-University students on a by-agreement basis.~~

10. **Supervisors of Teacher Education** (**00**2220, **00**2221, **00**2222, **00**2223) are responsible for teacher education and teaching method programs. Supervisors of Teacher Education supervise the work of University students doing student teaching in elementary and secondary school classrooms. Supervisors of Teacher Education may also conduct teaching seminars, methods courses and other regular University courses. They shall be required to comply with state law(s) regarding active classroom participation.

11. **Preuss K-12 Instructors** (**00**2440, **00**2441) shall design, conduct, support and manage comprehensive education programs for K-12 students **at Preuss School at UCSD. Instructors create flexible programs and support a personal growth environment in accordance with each student's ability, including supporting students, and families in adjusting to a structured education environment, and making appropriate lifestyle, career, and vocational choices**.

12. **Preuss School Counselors (002447, 002448) shall plan and implement a wide range of academic preparation programming including the development and maintenance of collaborative relationships with Preuss students, K-12 and higher education institutions and/or community entities, and the creation and delivery of curricula and lessons, and the provision of scholar feedback in accordance with the California Education Code 49600.**

13. ~~12.~~ **Geffen K-12 Instructors** (**00**2430, **00**2431, **00**2432, **00**2433 - Geffen Educator) are educators at Geffen Academy at UCLA who design, conduct, and support a comprehensive education program for K-12 students.

14. ~~13.~~ **Summer Program Educators** (**00**2434) support Geffen Academy's summer enrichment program(s), which include academic, athletic, and artistic growth and other endeavors.

C. The term "Unit 18 faculty**"** or **"**instructional faculty" shall be used throughout this Agreement to refer to all instructional faculty a~~nd non-faculty employees~~ within the unit. The use of the term "Unit 18 faculty**"** or **"**instructional faculty" shall not be understood to alter in any way the definition of the term "faculty" as used outside of the Agreement, including in APM **-** 110 and in reference to the Academic Senate.

D. In reviewing claims that an individual has been misclassified within the unit, or that a member of the unit has been assigned duties inappropriate for the position, an arbitrator shall interpret the above descriptions in the light of generally accepted normal duties associated with the position.

E. Claims that the University has appointed an instructional academic appointee to an Adjunct Professor***,*** ~~or~~ Visiting Appointment***, or Professor of Teaching*** title in violation of an express provision of the contract or the ***amended*** August 21, 2003 Switkes letter ***in J below***, but do not involve allegations that the University has changed agreed-upon terms and conditions of employment that have a generalized effect or continuing impact on the bargaining unit, shall be subject to the grievance ~~procedure (Article 32)~~ and ~~the~~ arbitration procedure (Article ~~33~~ ***32***). As the moving party, the UC-AFT shall retain the burden of proof in each case. This provision does not apply where the Public Employment Relations Board (PERB) has issued a complaint that includes Article 5.E allegations.

F. The UC-AFT shall pursue allegations that the University has changed agreed-upon terms and conditions of employment for Adjunct Professors***,*** ~~or~~ Visiting Appointment***, or Professor of Teaching*** titles that have a generalized effect or continuing impact on the bargaining unit solely through PERB (unfair practice charge (UPC) or unit modification). If PERB declines to exercise jurisdiction (or issues a final ruling in which they determine they have no jurisdiction), ~~because PERB determines that the challenged appointment does not constitute or arise out of a change to agreed-upon terms and conditions of employment that have a generalized effect or continuing impact on the bargaining unit,~~ the UC-AFT may pursue the claim through contractual grievance

and arbitration provisions ~~provided that the Unfair Practice Charge originally filed with PERB would have satisfied the time limits for a grievance filed pursuant to the Grievance Article~~.

G. With the exception of Adjunct Professor***,*** ~~and~~ Visiting Appointment***, and Professor of Teaching*** titles, claims that a Unit 18 faculty member has been incorrectly appointed to a non-unit title shall be pursued ~~solely~~ through ***either*** the Public Employment Relations Board (PERB) as either a unit modification or an unfair practice charge~~. Should PERB decline to exercise jurisdiction by either dismissing the charge or issuing a final ruling over the unfair practice charge, the UC-AFT may file a grievance within thirty (30) days from PERB dismissal or final ruling. Under no circumstances will a dispute that could be properly filed as a petition for unit modification be subject to the Article 32 – Procedure, or Article 33 –~~ ***or the*** Grievance **and** ~~Arbitration Procedure~~ Processes **under Article *32* – Grievance and Arbitration**.

H. A final decision on the merits in one forum shall act as collateral estoppel in the other forum.

~~**I. PROVISIONS APPLICABLE TO ARBITRATIONS UNDER SECTIONS E, F, G AND H ABOVE**~~

~~In addition to the Arbitration provisions in Article 33 — Arbitration, the following provisions shall apply:~~

~~1. The decision of the Arbitrator shall be final and binding but shall not be precedential in any other case~~.

~~2. The Arbitrator's authority shall be limited to determining whether the individual should be in the bargaining unit. The Arbitrator shall have no authority to make a decision involving academic judgment.~~

~~3. The Arbitrator has no authority to decide whether classifications should be in or out of the bargaining unit.~~

~~4. Should the Arbitrator find that the individual should be in the bargaining unit, the remedies described in E.3. of Article 33 — Arbitration, may apply. Additionally, an arbitrator may determine whether the University is responsible for dues/fees for the duration of the back award, if any.~~

I. ~~J.~~ The processes described in Section E, F, G, ***and*** H ~~and I~~ above shall expire with the expiration of the Agreement in accordance with the Duration article and shall only be renewed by mutual agreement of the parties.

J. Amended 2003 Switkes letter:

During the recently concluded Unit 18 negotiations between the University and the

UC-AFT, the parties engaged in discussions regarding the University's use of Adjunct and Visiting Professor appointments. I write to affirm the University policy definitions for such titles set forth in the Academic Personnel Manual.

APM - 280-4, Adjunct Professor Series, provides: Titles in this series may be assigned (1) to individuals who are predominately engaged in research or other creative work and who participate in teaching, or (2) to individuals who contribute primarily to teaching and have limited responsibility for research or other creative work, so long as these individuals are professional practitioners of appropriate distinction. Appointees with titles in this series also engage in University and public service consistent with their assignments.

APM 285-4, Professor of Teaching series, provides: Titles in this series may be assigned to individuals whose primary responsibility is teaching and teaching-related tasks and secondary responsibility is professional and/or scholarly achievement and activity, including creative activity, especially as they relate to instruction and pedagogy. The faculty in this series also have responsibility for University and public service.

APM - 230-4, Visiting Appointments, provides: The Visiting prefix is used to designate one who is appointed temporarily to perform the duties of the title to which the prefix is attached; and either has held, is on leave from, or is retired from a professorial or research position at another educational institution, or, alternatively, whose research, creative activities or professional achievement makes a Visiting appointment appropriate.

APM - 220-4, Professor Series, provides: The professorial series is used for appointees who are members of the faculty of an academic or professional college or school of the University who have instructional as well as research, University, and public service responsibilities.

Similar to the expectations placed on Academic Senate faculty, Adjunct and Visiting Professor appointees are expected to perform teaching, research and service that extend beyond class-related advising. As such, the~~ir~~ annual teaching loads ***of the Professor of Teaching, Adjunct, and Visiting Professor series*** should not be the same as Lecturers in the same department. ***The Professor of Teaching,*** Adjunct**,** and Visiting Professor appointments should not be used for those performing Lecturer duties.

[All CCL wording in Section J is imported from the Use of Adjunct and Visiting Professor Appointments 8-21-2003 Side Letter.]