NON-SENATE INSTRUCTIONAL
(UNIT 18)
COLLECTIVE BARGAINING AGREEMENT

Overview
&
Key Changes
March/April 2012
Non-Senate Instructional (Unit 18)
Collective Bargaining Agreement

Key Concepts & Terms On NSF Appointments
Key Concepts and Terms

- Unit 18 NSF Payroll Titles used at UCI
- Types of NSF Appointments
- Pay Periods vs. Service Periods
- Pay Basis: 9/12 vs. 9/9
- NSF Appointment Status: Pre-6 vs. Continuing
- Layoff Terminologies
- Instructional Workload Credits (IWCs)
Unit 18 NSF Titles at UCI

Most Common:
- Lecturers (Title Codes: 1630-1635)

Discipline-specific:
- Supervisors of Teacher Education (Education/Teacher Credential programs)
- Teachers – Special Programs (Musical Instrument Instruction)

Complete list of covered Unit 18 Titles
Types of NSF Appointments

**NSF Appointment Length:**
- Annual Appointment: appointed for three quarters at the start of academic year
- Term Appointment: appointed at the start of each quarter (or semester - UCI Law School only)

**Academic Year vs. Fiscal Year Appointment:**
- 9-month vs. 11-month appointments
- Academic year or fiscal year appointment determines the following:
  - Salary Amount
  - Pay Basis

Most NSF appointments within UC are Academic Year appointments.
### Pay Periods vs. Service Periods

#### Academic-Year Appointees with initial offer of an annual appointment with assignment to teach in all 3 quarters:

<table>
<thead>
<tr>
<th>Service Period</th>
<th>Pay Period</th>
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<tbody>
<tr>
<td>Fall Quarter</td>
<td>October</td>
</tr>
<tr>
<td>Winter Quarter</td>
<td>November, December</td>
</tr>
<tr>
<td>Spring Quarter</td>
<td>March, April, May</td>
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</tbody>
</table>

#### Pay Basis:

- Fall Quarter: October
- Winter Quarter: November, December
- Spring Quarter: January, February

#### Academic-Year Appointees with term appointments (may teach 1, 2, or 3 quarters in an academic year):

<table>
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</tr>
<tr>
<td>Spring Quarter</td>
<td>April, May, June</td>
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</tbody>
</table>

#### Pay Basis:

- 9/9
NSF Appointment Status

Pre-6 Appointment:

- Has Begin/End Dates
- Dean’s Appointment
- Reappointments in the same department/program/unit are counted by quarters or semesters
- These quarters are counted toward eligibility for a Continuing Appointments in the same department/program/unit
- Normally, department/program/unit will assess future instructional need for consideration of an NSF to be reviewed for continuing appointment.

Continuing Appointment:

- Has Initial Appointment Date but No End date
- Continuing Appointment status is NOT tenure.
- Subject to RIT or layoff
- Must have a positive Excellence Review by Department, Dean, and CAP Review
- Vice Provost Appointment
Layoff Terminologies

- Involuntary Reduction or Separation:
  - Reduction in Time (RIT) vs. Full Separation
  - Indefinite RIT & Layoff

- Special Skill, Ability, Knowledge (SKA) vs. Seniority

- Bumping Rights: A continuing appointee can choose to invoke seniority right to ‘bump’ a less senior NSF.

- Advance Notice of RIT or layoff vs. Pay in lieu of Notice

- Rehire/Re-employment Rights
Instructional Workload Credit (IWC)
- Typically, one (1) IWC = 1 course
- Some courses can have more than one (1) IWC

IWC Equivalencies

Full-time workload in an Academic Year:
- Normally nine (9) IWCs = 100% academic year appointment
- School of Humanities has 8 IWCs = 100% academic year appointment
- Contract language limits writing and foreign language programs to maximum of 8 courses for 100% NSFs
KEY CHANGES
in the 2011 Successor Negotiation
Substantive contract language changes related to NSF appointments are in the following articles:

- Article 6 Academic Year - Appointment
- Article 7a NSF Appointments
- Article 7b Process for Initial Continuing Appointments
- Article 24 Instructional Workload
- Article 17 Layoff and Reduction in Time
- Article 30 Discipline and Dismissal
- Article 23 Summer Session
- Article 12 Leaves
Other significant contract language changes related to:

Performance Management and/or Complaint Resolution Processes:

- Article 32 Grievance Procedure
- Article 33 Arbitration
- Article 3 Academic Responsibility/Duty

Housekeeping/Language cleanup:

- Article 8 Instructional Support
- Article 10 Personnel Review Files
### Article 3 - Academic Responsibility

#### What has Changed?
- Now includes language from the Faculty Code of Conduct ([APM-015](#))
- Expectation of “respect and professionalism”
  - “expected to sustain an environment conducive to sharing, extending, and critically examining knowledge and values…”
  - “expected to exhibit respect and professionalism in the mutual exchange of ideas…”
- Examples of conduct inconsistent with these expectations

#### What does this mean?
- UC has explicit contract language to use the disciplinary process to address unacceptable conducts by NSF.
- Example: failure to work cooperatively in a respectful and professional manner
Article 6 - Academic Year Appointment

What has Changed?

New Contract Language: Notice Requirement re. Changing Annual Appointment to quarterly appointments

“If the University reappoints a pre-six year NSF whose most recent appointment in the employing unit was 50% or greater over an academic year to a quarterly/semester based appointment, the University shall provide a copy of the reappointment letter to the Union prior to the beginning of the initial term of the reappointment. At the request of the Union, the University shall provide the reasons why the quarterly/semester based reappointment has become necessary.”

What Does this Mean?

- Required Notice to Union prior to change in pre-six reappointment from annual to quarterly appointment
- Upon request, UC must provide reasons for the change in appointment term/length.
Article 7a–NSF Appointments: Pre-Six NSF

What’s New?

New Contract Language:
Appointment Notice for Pre-6 NSFs

“Letters of appointment or reappointment shall be issued to academic year appointees by June 1st or as soon thereafter as practicable for courses being offered the next academic year and shall be consistent with this Agreement.”

What Does this Mean?

- Appointment letters for pre-6 NSFs with annual appointments should be issued by June 1.
- Retained “as soon as practicable” language since enrollment for fall quarter courses is not often finalized until late August/early September.
No Change to the requirement to assess Pre-Six Year NSF prior to reappointment.

- UC is not required to have a formal review process for all pre-six year NSF for reappointment.
- UC is required to assess an NSF only when considering an NSF for reappointment.

**REMINDER:** NSF shall be notified of the review criteria, the form of assessment that the department, program, or unit will follow for reappointment and when the assessment will occur.
Article 7a-NSF Appointments:

Decision to appoint or reappoint pre-six NSF is at the University’s sole discretion with two exceptions. University cannot make a decision not to appoint:

- In order to prevent NSF from reaching Continuing Appointment status (we call this “post-six year avoidance”).

- An NSF who has received salary increases solely in order to hire an NSF at a lower rate of pay where the new NSF will be teaching the same courses as the higher paid NSF (must be identical courses)
Balancing Act

- Contract prohibits an express policy or practice that precludes access to continuing appointment status.
- Contract also recognizes legitimate programs that make it more difficult for pre-six NSF to become Continuing Appointees.
Acceptable programs that limit access to continuing appointments must have a legitimate academic goal and come into being through the consultative process.

- A legitimate academic goal is one that advances the University’s teaching mission and/or the training and support of current graduate students.

- Example: Using current graduate students in own department in lieu of NSF is appropriate.
Article 7a-NSF Appointments:

- The requirement that the program go through the regular academic consultative process means that the faculty in the department will have been consulted regarding the program and that the process will have been documented—it need not be formal but it needs to be memorialized.

- Records of email exchanges between chair and departmental faculty are okay—does not need to be formal Senate process.
Pre-Six Year NSF who have completed 6 years (18 quarters or 12 semesters) will be eligible for consideration for Continuing Appointment provided that:

- that there is instructional need in the department/program/unit for what will be the NSF’s 7th year of service; **AND**

- the NSF undergoes an Excellence Review and must be found excellent at the conclusion of this review.
Instructional Need exists when the University determines:

- that a course(s) taught by the NSF will continue to be taught in what will be the NSF’s 7th year of service; and/or
- there are other courses available to be taught (not previously taught by NSF) and the NSF is qualified to teach them.

If there is no instructional need for the NSF:

- No excellence review should be conducted; and
- The NSF’s employment in that department will end as of the appointment end date.
Article 7b - Initial Continuing Appointments

Reasons for a Finding of No Need

Instructional Need will not be found to exist where the courses that were taught by an NSF will be taught by one of the following appointees in what would be the initial year of the continuing appointment:

- Senate Faculty
- Graduate ASEs are designated to teach the course previously taught by the NSF and the ASEs are studying in the same department or related discipline
- Even where an ASE is not studying in the same department or discipline but the assignment of the course to the ASE is pursuant to an academic plan
Article 7b - Initial Continuing Appointments

What has Changed?

Revised Contract
Language: Timing of Needs Assessment

“The needs assessment shall be completed no later than 12 months prior to the conclusion of the 18th quarter or 12th semester of service in the same department, program, or unit.”

What Does this Mean?

- For an NSF who regularly teaches in each term, the needs assessment will be completed by the end of the 10th semester or 15th quarter of service (at the end of the 5th year of service).

- Where the NSF teaches intermittently (e.g. one course each Spring) the 18th quarter or 12th semester of service may not be the year immediately following the NSF’s 5th year of service.
Article 7b - Initial Continuing Appointments

Revised Contract Language: Timing of Excellence Review

“Excellence review must be completed in the academic year in which the NSF completes the 18\textsuperscript{th} quarter or 12\textsuperscript{th} semester of service.”

What has Changed?

What Does This Mean?

- Those with annual appointments: excellence review will normally be completed in their 6\textsuperscript{th} year.
- Those with intermittent appointment (1 or 2 quarters per AY): excellence review to be completed in the academic year in which they complete their 18\textsuperscript{th} quarter.
  - If found excellence, continuing appointment and salary increase retroactive to the date on which the 19\textsuperscript{th} quarter or 13\textsuperscript{th} semester appointment began.
NSF completes 15 quarters of teaching in the same department in Spring Quarter 2011 but is not scheduled to teach 18\textsuperscript{th} quarter until Spring 2013.

a) When should his needs assessment be completed?

b) When should his Excellence Review take place?

Answers:

a) Rather than having to complete the needs assessment by the end of the 15\textsuperscript{th} quarter (2011), in this instance the department has until Spring Quarter 2012 to complete the needs assessment.

b) Excellence Review should occur during the 2012-13 Academic Year, i.e., the academic year in which this NSF is completing his/her 18\textsuperscript{th} quarter.
Certain workload disputes are subject to grievances and/or arbitration:

- Up to Step 2 of the grievance process: Allegations that the workload value assigned to a course or workload equivalency is inadequate in light of the actual work required

- Full grievance review and arbitration:
  - Procedural violations
  - Claims by an NSF with a 100% appointment that her/his total assigned IWC exceeds the department or campus IWC maximum (assigned more than 9 IWCs or 6 at semester campus);
  - Claims by an NSF that she/he is performing an assigned duty for which she/he is not receiving an equivalency (see A.6 of article for activities that must be assigned a workload equivalency).
Article 24 - Instructional Workload

What has Changed?

New Contract Language: Change in Workload

“Allegations that the University materially increased the amount of work associated with an instructional offering or other assigned duty and the University failed to direct a modification that addresses such increase in workload. Until the grievance is resolved, the NSF shall continue to perform the duties as assigned.”

What Does this Mean?

- UC has obligation to maintain existing workload for NSF and to mitigate the workload if factors affecting workload have changed.
- Until grievance is resolved, NSF must perform the assigned duties.
**Article 24 - Instructional Workload**

<table>
<thead>
<tr>
<th>What has Changed?</th>
<th>What Does this Mean?</th>
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</thead>
<tbody>
<tr>
<td>Clarification: Required notice to union re. workload change:</td>
<td>Factors that may impact NSF workload:</td>
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<tr>
<td>- UC to provide notice to union re. decisions if such decisions may materially change the workload of NSF teaching the course</td>
<td>- Class size</td>
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<td>- Availability of instructional support (TAs, readers, etc.)</td>
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<td>- Number of exams, homework, quizzes, class projects, etc.</td>
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<td></td>
<td>- TA supervision</td>
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<td></td>
<td>- Changes to these factors may materially change a NSF’s workload</td>
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<td></td>
<td>- If so, UC should provide notice to Union. Union may request to meet and discuss.</td>
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</tbody>
</table>
Article 17 - Layoff and Reduction in Time

- Layoff typically refers to full separation while Reduction in Time (‘RIT’) refers to course reduction resulting in a lower appointment percentage.

- Order of layoff and/or RIT in this contract can first be based on special skills or abilities and then by seniority.

- Acceptable reasons for RIT & Layoff:
  - Budget cuts
  - Programmatic Changes
  - Senate faculty or ASEs teaching courses previously taught by NSFs

- Performance issues should be addressed through the Discipline and Dismissal process.

- Campus layoff procedures, forms, sample notice letters
New Contract Language: Seniority

“Seniority is based on the number of terms of service on pay status in the bargaining unit, in the same department, program, or unit. If two or more NSF have the same number of terms of service, the number of terms at 50% or greater shall be used to determine which NSF has greater seniority. If two or more NSF have the same number of terms of service and the number of terms at 50% or greater, the tie breaker shall be the earliest hire date in the department, program, or unit.”
Article 17 - Layoff and Reduction in Time

What has Changed?

Revised and New Contract Language: Layoff Notice Requirements

“When a reduction in time entails the elimination of up to one Instructional Workload Credit or one course if greater than one IWC from the appointment, notice will be provided no later than thirty (30) calendar days prior to the first date of the performance of assigned responsibilities.

When the University provides written notice to the NSF of the University’s layoff intent, the University will transmit a copy of the notice to the Union no later than the next business day.”

What Does this Mean?

- Clarifies if RIT is for one IWC or one course (since certain courses > 1 IWC), only 30-day notice is required.
- Advance notices are to be issued based on the first date of the performance of assigned responsibilities.
- Union must be provided a copy of the RIT notice the next business day after the affected NSF got his/her notice.
- NSFs paid 9/12 may be asked to repay any overpayment of salary that was paid in advance of actual service.
Example:

- The NSF has an annual appointment teaching 3 courses for Fall, 3 courses for Winter and 2 courses in Spring; and is paid on a 9/12 basis.
- The NSF is subject to 1 course reduction for fall quarter and first date of instruction for NSF is 9/22.
- The University provided the required 30-day advance notice by 8/20.
- Because NSF has received his pay in advance on 8/1, NSF was overpaid.
- The University can recoup the overpayment of one fall course that the NSF had received in the 8/1 paycheck.
Article 17 - Layoff and Reduction in Time

What has Changed?

Contract Language Changes: Alternatives to Layoff, including ability to seek volunteers for layoff or RIT.

“By mutual agreement between the University and the Union, regardless of seniority, the department, program, or unit may elect to invite all NSFs within a layoff unit to volunteer for layoff or a reduction in time. Where the parties have reached such agreement, the union shall be sent a copy of the invitation at the same time the invitation is transmitted to employees. The union shall also be informed of the identities of volunteers before the layoff occurs.”

What Does this Mean?

- UC is obligated to consider alternatives to layoff.
- Alternatives include:
  - attrition;
  - non-reappointment of pre-six NSF prior to resorting to layoff.
- An across the board reduction in time can be an option:
  - If Union agrees, department may invite all NSF in department to volunteer for layoff.
  - UC must obtain UC-AFT’s agreement before it can invite departmental NSF to volunteer.
Article 17 - Layoff and Reduction in Time

Clarification: Re-employment Rights

NSF who have been laid off or reduced in time have re-employment rights as follows: Rehire rights are triggered whenever

1) UC has need for an NSF in an area in which the NSF is qualified to teach in the same department; and
2) The University’s instructional need is for an appointee who is in the same title group as the laid off NSF

If no substantial difference, rehire is in reverse order of layoff (Last out, first in)

What has Changed?

What Does this Mean?

- Clarifies that the qualification of NSF on layoff status to teach in the same department is the primary consideration for consideration of re-employment.
- If more than one qualified person is on rehire status, order of rehire can be based on special skills, knowledge and ability (SKA), unless the University determines that there is no substantial difference in SKA.
Revisions in Contract Language:

- D&D Article contains important procedural requirements to ensure that NSF’s procedural due process rights are respected.
- Under old contract, UC had to provide a written notice of intent ("NOI") prior to issuing NSF a written censure (statement of rebuke).
- As a result of 2011 bargaining, UC is no longer required to provide a written NOI in connection with the written censure.

What has Changed?

What Does this Mean?

- A simpler process to issue letter of warning
- Performance or conduct issues should be addressed via this process.
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<tr>
<th>Non-Senate Instructional (Unit 18) Collective Bargaining Agreement</th>
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<tr>
<td>Non-Senate Instructional (Unit 18) Collective Bargaining Agreement between UC and AFT</td>
<td><a href="http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/collective_bargaining_units/nonsenateinstructional_nsi/agreement.html">http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/collective_bargaining_units/nonsenateinstructional_nsi/agreement.html</a></td>
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Questions and/or Comments?