



UC-AFT PERSPECTIVE

UNIVERSITY COUNCIL-AFT/CALIFORNIA FEDERATION OF TEACHERS, AFT/AFL-CIO • VOLUME 16, NUMBER 1 • FALL 2003

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Pay raises, better job security in new lecturer contract



KEVIN RODDY, UC-AFT PRESIDENT

Teaching matters: Coping with the coming cutbacks

Despite the state budget cuts, the University of California suffered no loss in instructional support for this fiscal year; in fact, there was an increase to cover greater enrollments. Nonetheless, the message traversing the campuses is that there needs to be cost cutting now.

At UCLA, there have been announcements of drastic reductions in the library's budget, and a number of pre-six lecturers have not retained their positions (see p. 5). We do not know of any major job losses for lecturers or librarians at the other campuses so far (though clerical and maintenance staff are already suffering some layoffs), but the message is clear that the UC system must prepare for the certainty that in the coming year there will be cutbacks. While non-Senate faculty and librarians are the most cost-efficient (underpaid) academics in the system, we're also the most vulnerable; it is likely that we will suffer from those cuts along with the students we serve.

At the last UC-AFT Council meeting, in October, we discussed the various means available for responding to this threat, and I will use this column to report them.

1. Insure that all union members are aware of their rights.

From an objective point of view, it is difficult to imagine greater cost savings than those already realized by librarians, lecturers, supervisors and our other represented titles. But the fact of the matter is that we are far more at-risk than are many comparison employees, even the so-called "at-will" administrators in the upper echelons. For this reason, we must also prepare for cutbacks and consequent layoffs.

One of the new features of the lecturers' contract, and an ongoing feature of the librarians', is expanded access to remedies

in the layoff process. Since these features are new, we need to become more familiar with them, and insist on the administration's adhering to them. Enforcing our contracts is not just the work of the union staff, leadership, and stewards – it is the obligation of every single lecturer and librarian. The new Unit 17 contract is online at www.lib.berkeley.edu/~lcushing/pdfs/AFT/UC_AFT_Unit17_Comp.html, as is the Unit 18, see atyourservice.ucop.edu/employees/policies/systemwide_contracts/nsi/ for the UCOP version.

2. Obtain accurate information.

It is likely that the various campus administrative offices have no idea about the future of funding for the University, given the vast number of variables; even so, they have the Legislature's message that, for the next two years at least, there will not be the normal commitment for instruction, and especially not the extended funding needed to accept all qualified students. At present, some information may be found at the Office of the President's website, www.ucop.edu/news/archives/2003/july30art1.htm.

There is another, more recent, file on the budget, [www.ucop.edu/news/archives/2003/Budget fact sheet 9-17-03.pdf](http://www.ucop.edu/news/archives/2003/Budget%20fact%20sheet%209-17-03.pdf).

This latter source first reassures the reader that nothing terrible has happened, and then, shortly afterward, pretty much describes a worst-case scenario. We may expect many future such acknowledgements of calm followed by appeals to panic.

Very likely some administrators will use this crisis as an excuse to cut programs that they wrongly consider secondary to the mission of the University;

they may even attempt, in the absence of full discussion, to re-structure the University to fit their private vision. In either case, we must rebut these administrators with a fully informed argument, showing, for example, that the actual cost savings is minimal, or that the targeted program is in fact central to the University's commitment to serve the people of California.

For example, the Institute for Labor and Employment at Berkeley, which began almost four years ago and pumped several million into the two

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New lecturers' contract a major victory

By Mike Rotkin, Vice President for Organizing

It took three and a half years of protracted bargaining, a two-day strike, help from our friends in Sacramento, support from our students and our union sisters and brothers, and, not least of all, a great deal of commitment and activism on the part of our members, but in the end, lecturers and other Unit 18 members have won significant gains in a new contract.

The Memorandum of Understanding (MOU) or contract between the UC-AFT and the University of California contains significant improvements in pay, job security, and working conditions for UC lecturers. Perhaps most importantly, the new MOU is enforceable, through a new arbitration system.

Significant salary increases

As a result of the new MOU, lecturers in the UC system have received a 3.5% pay increase. Most lecturers will also receive a retroactive pay increase of up to 13% of their annual salary – depending upon their years of service and previous salary level. [See box on page 4 for more information on the retroactive pay package.] In addition, lecturers are eligible for any general range adjustments given to other UC employees over the next two years.

The new MOU has also raised the bottom of the salary scale for lecturers so that no full-time lecturer may now be paid less than \$34,404 per year. The previous minimum had been \$28,500. Minimum pay will increase proportionately for part-time lecturers and, for the first time, lecturers in the law schools at Boalt (UCB) and at UCLA who have “by-agreement” salaries will also be covered by the minimum pay arrangements. For the first time, they also will automatically receive the same annual range adjustments as other UC lecturers.

The MOU also provides for increases in minimum pay. In the spring of 2004, the minimum annual pay for lec-

urers will increase to \$35,866. For post-six year lecturers, the minimum salary will be increased to \$40,200 effective July 1, 2004.

A new system of merit increases was also bargained in the new MOU. Fourth-year lecturers will all receive an automatic two-step pay increase (about 4.5%). Previously, post-six year lecturers were only guaranteed a merit review in their sixth and ninth year of service, although many did receive additional reviews. However, the new contract mandates a merit review every three years and guarantees a two-step increase (about 4.5%) when lecturers' work is found to be meritorious. In the past, the amount of the merit increase was left to the complete discretion of the administration, and many lecturers who were recommended for merit increases received little or no actual financial reward in conjunction with their merit decisions.

It is worth noting that the UC-AFT was able to bargain these pay increases despite the fiscal difficulties that the University and the state of California are currently facing.

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Job security strengthened

The most dramatic changes in the new MOU involve the creation of a new system of “continuing appointments” for post-six year lecturers. In the previous contracts, post-six year lecturers were considered for “re-appointment” every three years. Re-appointment decisions were not subject to any third-party review and the system was rife with abuses in which many long-term lecturers were simply not re-appointed after decades of excellent teaching. In the new system which is now in place, lecturers who successfully complete a sixth-year excellence review can only be terminated either *for cause* (a significant decline in the quality of their teaching) or if they are laid off because there is no

longer a need for lecturers to teach the kinds of courses they have been teaching. Post-six year lecturers can no longer be replaced by new lecturers.

In addition, post-six year lecturers will now have an ongoing “continuing appointment” at a percent time that reflects their actual level of teaching. In the past, many if not most post-six year lec-

urers received “base appointments” at a level well below the actual level of their teaching and were “augmented” up to a higher level. The new MOU requires an individual contract reflecting the actual level of teaching. This requirement will significantly

reduce the arbitrary distribution of courses to lecturers that has plagued many departments at UC.

Unfortunately, for their first six years of employment, lecturers remain essentially “at-will” employees subject to a re-appointment decision every year or every other year. Despite a protracted struggle over this issue at the bargaining table, the union was unsuccessful accomplishing even our minimum goal of requiring formal reviews for all pre-six year lecturers and this remains the weakest section of the new MOU. However, we were able to establish a prohibition against automatically dismissing or “churning” lecturers in order to avoid letting anyone in a department ever get a six-year review.

The new MOU also prohibits hiring a new lecturer over an incumbent simply to get a less expensive lecturer. Lecturers cannot be terminated for reasons that would be discriminatory (for example, based on their age, race or sexual orientation) or for reasons that would violate their academic freedom. While these provisions do not accomplish as much as we had hoped to see in the new MOU, they build a base for a renewed struggle over pre-six year lecturer job security in future years.

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“The most dramatic changes in the new MOU involve the creation of a new system of “continuing appointments” for post-six year lecturers.”

Lecturers' contract

(continued from page 3)

Independent arbitration

Perhaps the most important accomplishments of the new contract are its grievance and arbitration provisions. Unlike our earlier contracts, in which decisions were only reviewed by higher levels of University administrators, every significant agreement in the new MOU is subject to arbitration by neutral third parties. This issue was a major battleground throughout the three-plus years of bargaining. Realizing that the best written agreement in the world means little if it cannot be enforced because there are disagreements about what it means, the UC-AFT stuck to our demand for a meaningful form of arbitration over the major provisions of the new MOU.

Our success in this arena means that, if our members are vigilant in defending the gains of the new contract, we will have protections that few lecturers anywhere in the country have. Arbitration is not inexpensive, and we will have to make careful decisions about which cases to appeal to arbitration. But for the first time, we have an agreement that is not simply to be interpreted by the administration, and ignored when it doesn't suit their self-interest.

A wealth of new provisions

Some of the other important provisions in the new lecturer contract include:

- A new Professional Development Fund of a quarter million dollars a year is available to Unit 18 members for attendance at conferences, travel, leaves, and other expenditures related to improving the professional level of our teaching. The UC-AFT will appoint the committee distributing the funds.
- A new article on instructional support that provides for access to computers, phones, office space, photocopying, and teaching assistants, etc. necessary to carry out assigned teaching duties.
- A requirement that all required work either be compensated by salary for courses or course equivalencies.

- The creation of committees on each campus, including lecturer participation, to study workload on the campus and establish reasonable measurements for a reasonable workload for lecturers. (This issue will be the subject of new bargaining starting in the spring of 2004).

- A definition of visiting professors and adjunct professors that will help stop the abuses that allowed lecturers with seniority to be replaced by new lecturers with inappropriate titles.

- Changes that allow part-time lecturers, and especially those hired quarter by quarter, to participate in the University's benefit and retirement system if they teach at least half-time (like other University employees).

- A clearer definition of what is appropriate and not appropriate to be in a lecturer's personnel review file and a right to review and comment on all materials that appear there.

- A new arrangement for summer session pay in which lecturers must receive the same percentage of their annual pay for summer teaching as the percentage received by Senate faculty.

- A new system of stewards on each campus to help with contract enforcement and member education. The University must provide one course release for a UC-AFT steward on each campus if requested by the UC-AFT to do so.

Know your rights

The new MOU has many other provisions too numerous to detail in a short article. On each UC campus the UC-AFT will be holding training sessions to inform lecturers of their rights under the new MOU. All lecturers will receive printed copies of the new MOU and it will also be available on the CFT website at www.cft.org.

It took a significant struggle on the part of our members and supporters to win this new contract. It will take a continuing commitment on the part of all of our members to make sure that it is enforced. Campuses will be forming grievance committees to help UC-AFT field representatives and the new stewards to make sure that every department adheres to the provisions of the new MOU. No labor agreement is "self-enforcing."

But in our new MOU, we have an agreement of which we can be proud. It sets a new standard to which lecturers and other non-tenure track and part-time higher education faculty around our state and our nation can aspire. It falls short of the full recognition, compensation, and support that *all* workers deserve, but it represents a huge stride in the right direction. It is something we intend to build upon in the coming years.

Mike Rotkin is a lecturer in Community Studies at UCSC.

Retroactive pay agreement

Anyone who worked as a lecturer in the 2002-03 academic year should have received a check covering the retroactive pay ("retro pay") increases lecturers should have had applied to their salaries in 2000-01, 2001-02, and 2002-03.

The retroactive pay also should cover lecturers who were on formal leave in the 2002-03 academic year as well. Lecturers who worked on more than one campus should contact their department managers to make sure they are aware of any additional teaching and retro pay eligibility.

Retro pay is determined based upon your salary in Unit 18 during each of three years. You only receive retro pay for years in which you worked and received a salary in Unit 18. The following is the direct language from the new MOU.

1. FY 2000-01. Individuals who had within-unit earnings will receive an amount equivalent to 2% of their FY 2000-01 within-unit academic year earnings. Non-Senate faculty with an annualized salary of less than \$40K for 2000-01, will receive an additional amount equivalent to 2% of the FY 2000-01 earnings. NSF with annualized salaries of 40K or greater will receive an increase of 1%.
2. FY 2001-02. Individuals who had within-unit earnings will receive an amount equivalent to 0.5% of their FY 2001-02 within unit academic year earnings.
3. FY 2002-03. Individuals who had within-unit earnings adjusted in B.1.a or b above will have their 2002-03 within-unit earnings for FY 2002-03 adjusted by the same percentages that were allocated to their academic year earnings in B.1. and B.2., above.

Higher tuition, fewer classes, and more students

By Bob Samuels, UCLA Local President and Unit 18 bargaining team member

As many students and faculty know, last August the state budget cut \$410 million in funding from the UC system. What many people do not know is how these cuts are affecting the UC system. The state-mandated cuts to administration, libraries, research, student services, teacher professional development, Cooperative Extension, and UC's K-12 outreach program.

However, these cuts were not sufficient to cover the deficit, and so, last spring, student tuition was raised an additional 30% on top of the 10% increase. Unfortunately, these increases in fees and reductions in programs still did not cover the deficit, and here is where things are getting tricky.

Although the Regents, the state Legislature, and the Office of the President have all stated publicly that instruction will not be cut or diminished, we are currently witnessing major cuts to instructional programs throughout the UCLA campus. Department and programs are being forced to cut classes, let go of lecturers, and consider increasing class size. Apparently, all of the rhetoric about maintaining instructional levels is simply that: students are now paying more and getting less.

As a faculty member in the UCLA Writing Programs and the new president of the UCLA local union for lecturers and librarians (UC-AFT), I am deeply concerned that faculty will lose their jobs and instruction will suffer if UCLA continues to make major cuts to instructional units that were not targeted by the state budget and the Regents. Moreover, I do not understand why instructional units have been targeted for large cuts at UCLA, while other campuses have not made the same kind of reductions.

Lecturer pride

By David Robinson, member, Local 1474 at UC Berkeley

As a business teacher, I'll have to admit, I was a little anxious about joining the union. "We're management, not labor," one colleague harrumphed. But working without a contract was making me nervous, so I signed up.

I'm just delighted we have a new contract. It probably doesn't achieve everything some of us had hoped for, while others of us feel that it's definitely better than half a loaf. But what really thrilled me was the cover photograph of the spring AFT *Perspective*: a robed UCSC lecturer holding a placard: "We teach half of all your classes!"

It made me realize that it's time to get a sense of pride in what we do. In a moment of self-criticism worthy of the Cultural Revolution, I looked at my own behavior. Whenever students address me as "Professor," I always correct them, "No, no! I'm just a lecturer." And then I make a little joke to deprecate my status in the hierarchy.

Like an abused child, it's easy to take a "battered" role. Our mailboxes say "Visitors" although, as I like to point out, some of us are like a houseguest who refuses to go home—we've been "visiting" for decades. Why do I accept the mislabel?

There's no doubt that the University needs us. With increasing enrollment and very tight funding, the system just won't support an entire faculty who can spend half their time doing research.

Now that the struggle to get the new contract has given us a new solidarity, it's up to us to politely, cheerfully and forcefully stand up for ourselves. I want to have a button that says "Lecturer and proud!" And when someone in my department refers to us "visitors" I'm going to challenge them. We learned in the '70s that referring to women colleagues as "girls" wasn't cute and wasn't funny. It was a way to perpetuate pervasive sexism.

In the long run, I hope that the University will adopt the terms "Research Faculty" and "Teaching Faculty" to refer to our two different roles at the University. But in the short-term, I'll settle for "Non-Senate Faculty" as a term to describe ourselves. When I'm talking with students I promise never to say that I'm "just" a lecturer.

What many students and faculty do not know is that the state only funds about 20% of the total UC budget, and the state cuts this year only represented a 10% reduction of that 20%. This means that the overall UC budget was only cut 2%. But student tuition has gone up 30-40%. The official explanation for this strange equation is that the instructional mission is funded by the state and the research mission is funded by other sources. Does this mean that instruction only represents 20% of UC's mission?

Students deserve a quality education, and they should be given enough classes to graduate in a timely fashion. Moreover, the UC system needs to protect its lecturers since they teach a large portion of undergraduate courses. Concerned students, parents, and faculty members need to start following where the money is going in the UC system.

Bob Samuels is a lecturer in the UCLA Writing Programs.



David Robinson

Among its several new provisions affecting the working relationship between the University and Unit 18 lecturers, the recently ratified Memorandum of Understanding (MOU) establishes a new system of stewards. These stewards – recruited from the ranks of lecturers themselves – will work both with the UC-AFT staff and with the Office of Labor Relations on each campus to enforce the provisions of the new contract. Individually, each campus steward will advocate for lecturers with departments and campus administrators; as a network, the campus stewards will work with each other and the union to protect and improve the collective employment rights of its members.

UC-AFT envisions that stewards will work primarily on grievance-related tasks on each campus. The new MOU improves on the previous contract by establishing procedures and deadlines

by which actions, including grievance filing, decisions, and appeals, must occur. Campus stewards, working alongside the field representatives, increase the ability of the union to handle more cases in a timely fashion. Similarly, having a steward in place allows field representatives more time for their many other responsibilities, including organizing and training. In other words, for the first time, more members share a greater portion of union responsibilities.

An insider's view

And significantly, because the stewards are University employees in faculty titles, they offer a voice which proves more difficult for the University to discount. Presenting a perspective from within the faculty reminds labor relations and academic personnel officers that the faculty takes its rights and responsibilities seriously.

The actual tasks that stewards will

UC-AFT is building a network of rank-and-file members who give of their time to help their co-workers with job-related concerns. Some serve as stewards, some are members of the new "Workload Committees" examining workload issues on each campus. Below, we profile a few of those who help make the union work.

Wendy Popadynetz is not only an award-winning independent filmmaker, she's the Santa Barbara local's new grievance steward. She received a Masters of Fine Arts degree in Film & Media Arts at



Wendy Popadynetz

Temple University in Philadelphia and then settled in Santa Barbara. Her filmmaking is informed by an educational background rooted in psychology with an

emphasis in women's studies. With a deep interest in civil rights Wendy hopes to bring to the screen subjects that might lead to social understanding and change. Wendy also has a background in human resources that serves to strengthen her interpretation of policies and procedures. Wendy teaches Film & Video production covering documentary, fiction films, and television. She can be found in the Department of Film Studies at UCSB. Contact her at unit18uc@hotmail.com.

Marlene Clark is a Workload Committee member at UC Davis. She began teaching writing over twenty-five years ago, as a graduate student in English at UC Berkeley. "Though I enjoyed the opportunity to put my mind in contact with the minds of my students," she recalls, "the paper-grading load sometimes seemed crushing, and I looked forward to the day when I would be able to read papers more quickly and efficiently. A professor warned me that that day would never come, and she was right." Now, after 20 years of teaching at UC Davis (and more than 10 working with the union), she has co-authored two textbooks and served on countless campus

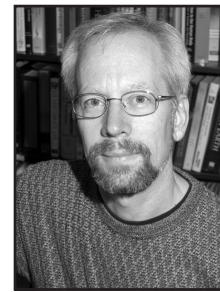
UC-AFT's new system

By Alan Karras, Local

perform will differ from campus to campus. Filing and shepherding grievances are at the top of the list, on all campuses. So too – and perhaps more important – is preventing grievances from becoming grievances. Stewards can, and should, go to Labor Relations when members make them aware of potential problems and conflicts with the MOU. In this way, problems may be more easily fixed to the mutual benefit of all parties; but if the problems persist, those same stewards will prepare and champion the grievance through the system.

The support system developed by the UC-AFT for the local stewards includes grievance training sessions, conference calls, and email exchanges sharing how each campus deals with specific provisions of the MOU. As a result, it will be possible to ensure that the con-

and departmental committees, but still finds herself spending most of her time laboring over papers, devoting more hours than she has, to give students the feedback that they deserve and that they so rarely get. "I don't want to stop reading papers; for me it's an important part of teaching. I simply want to have the time to do it right." She can be reached at mbclarke@ucdavis.edu.



Michael J. Guinan

Michael J. Guinan, a Workload Committee member at UC Davis, is a native Californian, born in Berkeley in 1957 and raised in Livermore. He went to UC Davis for college in 1976

and stayed on at UCD to this day, except for a brief foray into the real world as a high school science teacher. He has earned a BS, MS, teaching credential, and Ph.D. in Physiology from UCD. Mike worked as a Research Associate for several years in the (then) Anatomy Department in the Vet school where he began developing teach-

1474 at UC Berkeley

tract is enforced uniformly University-wide and that campus requests for exceptions, or "special cases," are kept to a minimum. Local stewards will train each other on their own best practices while warning each other of pitfalls they've encountered. Not only will stewards have the force of the entire union behind them, the general intention also includes eradicating abuses that have characterized some campuses over the last several years.

In exchange for the extra workload, UC-AFT will buy out one academic course for stewards who are appointed at 100%, with no loss of benefits or salary. Stewards who are appointed at less than 100% time will be paid directly by the union.

As a member of the bargaining team from the Berkeley campus, and now as a

steward, I can report that in the few months since ratification, we've made great progress on our campus. Staff and I have resolved problems with the University as they have appeared. We have not hesitated to file grievances when appropriate with satisfactory results on the grievances that we have filed. In addition, we have identified more problems and are working with the University's representatives to solve them globally, in some cases also working with UCOP. None of this would have been possible under the old contract, which had no provisions for compensating this important work.

Calling your local steward

Members on any campus should contact their steward as soon as a problem occurs. The contract allows only 30-45 days after an action takes place to file a grievance. Having most of that period available for informal work with the

aggrieved party and the University may well lead to a satisfactory resolution. But if a solution remains elusive, the steward will have had extra time to gather facts for the formal grievance and make a more articulate case than otherwise.

The names and contact information for many campus stewards appear in this newsletter. Please contact your local steward with any questions or concerns that you might have, as soon as you have them. In this way, the UC-AFT hopes to serve all of its members more efficiently and directly. The only way, however, for UC-AFT to ensure the protections we achieved in the new contract is for us to learn of problems as they happen. The steward system is intended to make this even easier than in the past.

Contact the steward on your campus (see below) as soon as you encounter a problem and need the MOU enforced.

ing software to supplement the anatomy classes ("Dog Brain Atlas" and "Virtual Heart," among other titles). Mike gradually transitioned from assisting in teaching anatomy labs in the Vet school, to a temporary lecturer in the Vet school and for the Division of Biological Sciences, to a continuing lecturer in the Anatomy and Physiology departments. Mike has continued to develop teaching programs in physiology with a grant from the Howard Hughes Foundation. His teaching earned him the Academic Federation Excellence in Teaching Award in 2000. Mike remains active in research on the effects of sleep on cellular aspects of learning and memory. He has also been a member of the union's local Executive Council. Write him at <mjguinan@ucdavis.edu>.

Mardena Creek-Michelson, who serves as a steward at UC Davis, has been a lecturer in the English Department there for fifteen years. During that time, she has taught a range of upper-division writing classes, presented writing workshops to students and faculty across the disciplines, and trained new teachers of composition. From 1998-2001, she served as director of the

Composition Program. Currently, she's a member of the Advisory Board for the new University Writing Program being developed at UC Davis. She writes: "As the new union steward, I hope to help educate members about their rights under the new contract and to assist them in filing grievances if these rights are violated. I volunteered to take on these new responsibilities after witnessing several long-time lecturer colleagues in my own department become the victims of unfair labor practices." She hopes that with the improved contract and a strong union, such abuses can be prevented in the future. She can be reached at <mecreek@ucdavis.edu>.

Andrew Tonkovich is UC Irvine's steward, as well as president of Local 2226 because, he reports, "our terrific union rep, Liz Barba, recognized a fellow activist who couldn't say no." He's worked in peace and justice movements most of his life, including stints with SANE/Freeze and the National Lawyers' Guild. Last October's two-day unfair labor practice walkout found him organizing on an issue affecting him directly as a "post-six" lecturer teaching composition. "I re-read Saul Alinsky's

Rules for Radicals," says Tonkovich, "bought the local a cell phone, and polished up my



Andrew Tonkovich

progressive activist skills. It didn't hurt that folks at UCI most active in labor justice issues are - surprise! - also active in anti-war, environment and anti-racism work." Irvine's mayor, arrested years earlier with Tonkovich in civil disobedience against nuclear weapons, agreed to join the UCI picket line. "That's why I do union work - the human connections and, yes, connecting the issues," says Tonkovich. He is a UCI grad of the MFA writing workshop and editor of a literary magazine, the *Santa Monica Review*. "I work with great organizers here, including board members Tira Palquist and Paige Davis, both - surprisingly or not - composition teachers too. Andrew's email is <andrewtonkovich@yahoo.com>.

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Lecturers and unemployment insurance

By Maria Tillmanns

Did you know that California Code allows lecturers to collect unemployment benefits for periods when that they aren't working? Lecturers, statewide, have successfully collected these benefits for a year. A lecturer from UCSD recently successfully applied for unemployment for over the summer and fall.

Here's how to apply for your earned unemployment benefits. Go to California's Employment Development Department <www.edd.ca.gov/fleclaim.htm>, then click on "applications," or to file by phone, call 1-800-300-5616

You'll speak with one of the reps, and after you supply them with some basic information, you'll receive three letters in the mail:

- Date for an official phone interview (do not forget this important date – be home!)
- Notice of unemployment claim filed
- Claim stub, to be returned by specific date

You also need to register with <www.caljobs.ca.gov>. If you tell unemployment insurance (UI) within 30 days of your re-employment that you found work, you will be paid. When you start your first day of work, UI will deduct your pay from the claim check (UI deducts the pay from the day you start work, not from the day you actually get paid). Up until the 30-day notice you must "continue to look for work," otherwise UI will not issue your claims check.

That's it. It's quite simple.

Your union is committed to fighting on your behalf, so if you have any problems securing your benefits, please contact us.

Maria Tillmanns is a lecturer in the Communications Department at UCSD.

2004 Raoul Teilhet scholarships



In 1997, the CFT established the annual Raoul Teilhet Scholarship fund, in order to help the children of members to achieve their higher education goals. The fund was named after long-time CFT leader Raoul Teilhet (with bullhorn, at left, c. 1972), who served the organization as president from 1968-1985.

Since its beginning, the fund has awarded 112 scholarships in amounts ranging from \$1,000 to \$3,000. At CFT's 2003 convention, delegates voted to extend eligibility for the scholarship fund to continuing college students who are children of CFT members, and to children of deceased CFT members.

Scholarships may be awarded for any one year of higher education. High school seniors must submit applications by January 31, 2004, and college students by July 1. Applications are available at <www.cft.org/home_news/rtscholarships.html>.

Where do your dues go?

By Miki Goral, UC-AFT Treasurer

If you review your pay stub each month, you'll notice a deduction for your AFT dues or fair share payment. The amount is calculated at a rate of 1.096% for members of a represented bargaining unit (i.e., librarians and non-Senate faculty) and .996% for Senate and researchers, with a cap of \$48.80. The cap has not been changed since July 1997. (Sometimes UC's payroll program makes errors in the deductions. If you suspect an error, please contact your local field representative.)

The money collected from members and represented employees is spent on the following:

Per capita payments based on FTE membership is paid to our affiliates. These amounts are raised each year following a vote at the respective conventions of the CFT and the AFT. The 2003-04 rates are: American Federation of Teachers, \$19.00; California Federation of Teachers, \$26.23; California Labor Federation, .47; local Central Labor Councils, .42 (average of 8 CLCs).

From these amounts, UC-AFT receives a rebate from CFT and AFT to help pay for the staff and lawyers who work to be sure that people's rights are not violated. The remainder of the income is spent on meeting expenses, bargaining sessions, telephones, internet access, supplies, locals' meetings, photocopies, and other activities that keep the union functioning.

During fiscal year 2002-2003, expenses were spent in the following categories:

Per capita payments	43.11%
Payroll	29.97%
Legal expenses	7.74%
Outreach	2.68%
Unit 18 Bargaining	1.88%
Communications	1.65%
Employee travel	1.59%
COPE*	1.57%
Consultants	1.22%
Publications	1.18%
Other	7.41%

Income derives mostly from dues/fair share and the CFT rebate:

Dues/fair share	71.64%
CFT rebate	25.70%
CFT Legal Defense**	2.49%
Interest	.17%

* COPE (Committee on Political Education) makes contributions to state legislative candidates.

** CFT Legal Defense reimburses us for 1/3 of legal payments for lawyers working on grievances and unfair labor practices affecting our members.

Contract ratified overwhelmingly

The renegotiated librarians' contract

By Kenneth Firestein, Local 2023 at UC Davis

On June 30, the Unit 17 librarians' contract at the University of California was due to expire. Beginning in late 2002, the bargaining team prepared for the upcoming negotiations. That work included meetings of the team, surveys, questions and feedback from members around the state. The negotiations began in March and concluded, after several mediation sessions, on September 30, with an agreement which was satisfactory to the bargaining team, and which was ratified as of November 12.

Specific advances for librarians in this new contract are the granting of automatic emeritus benefits for those who retire and an easier process for librarians to get principal investigator status when they apply for grants. The emeritus benefits do not include emeritus status. Such status has been and is still available upon application and review, but while we wanted the status, what we got was the stuff.

Making reasonable policies

Principal Investigator status is a matter of importance to librarians. University policy has always been that the Principal Investigator is the person who is doing the work. In essence, the new contract brings the administration into compliance with its own policies. This will eliminate the need to go to grievance over such a breach of policy, which would not be a good thing to do when one is in the middle of seeking a grant! Both "sides" win on this one. Everybody will be doing what is right, and it is likely more grant monies will come into the University for the benefit of all.

There was a strong sense on the part of the bargaining team that during these poor economic times salary enhancements were not likely. We didn't get them. We are disappointed, and will continue to work towards enhancing our salaries and the process by which salary levels are determined.

We did get some protection in the event there are delays in the funding/

payment of future merit increases. Although we do not expect it, if there are any delays in paying merits, librarians will be treated in the same manner as faculty when retroactive payments are made.

A positive and hopeful result of the negotiations is a review and revision of the comparison group upon which University of California librarians have their salaries based. There is disagreement and a lack of clarity over where we stand as compared to librarians else-

where in the state and beyond. We will work to make our salaries commensurate with the quality of our work and the quality of the University of California.

There are several other issues about our salaries that still are not satisfactory. The low entry salary for new librarians is one. Another issue related to our compensation was our asking for the inclusion of librarians in various University housing programs. We were able, and continue to be able, to apply for such programs and be accepted by "exception." These are two areas to be bargained over in the future.

A temporary, experimental compromise was also reached with the University, which wanted a provision for Hourly Intermittent Librarians. A side letter will allow limited use of such "hourly librarians" to provide reference service for the next few years. There will be a review of the effect and continued need of this program. We need to be vigilant on this matter to ensure that our public service standards are not lowered, and that permanent reference positions are not left vacant or unposted.

The ratification vote was counted on November 12 and was overwhelmingly in favor of the new contract.

Keep in mind there will be future bargaining with additional issues, ben-

efits, statuses, etc., to pursue and revisit. In spring 2004, we will have the opportunity to re-open parts of the contract. We all need to continue to think about what we want and need. By that I mean what would be good for librarians at the University of California, for the libraries of the University of California, and for the University of California.

Bargaining can be a matter of pursuing mutually beneficial issues. For example, the University would like to "enhance" the amount of money coming

from the state for better programs. We would like more resources for the libraries and better pay and benefits. We could work together. This would be interest-based bargaining. Another path is referred to as position-based bargaining, and in that we

would take positions and make demands and stick by them.

The bargaining team worked hard and with intelligence. We had some ideologues and financiers and realists and idealists. We had energy and enthusiasm as well as frustrations and fatigue. We did research and we invested our time. We tried as hard as we could.

Your input is needed

The next time around is coming up soon. This contract is a three-year deal, but each year parts can be re-opened and renegotiated. *Send us your feedback and ideas! No idea is too crazy, especially if many of us have it.* It is often surprising how many people in many places have the same concerns and interests. Let us know. I look forward to hearing from you and sharing your ideas with the rest of the team (my email is <klf123@hotmail.com>). As they used to say in Brooklyn (where I was born) – Wait till next year! In unity!

Specific advances...are the granting of automatic emeritus benefits for those who retire and an easier process for librarians to get principal investigator status..."

Teaching matters *(continued from p.2)*

Institutes of Industrial Relations, at Berkeley and Los Angeles, is facing massive cuts, with a predicted loss of qualified personnel. We may well contrast the shrinking resources devoted to labor studies at UC with the spread of the ubiquitous UC business schools (including that at Davis, which began as a School for Public Policy but devolved to a Graduate School of Management).

3. Join with our allies.

The UC Union Coalition, which includes AFSCME, CUE, UAW, UPTCWA, and UC-AFT, is beginning to create the most effective and powerful counter-measures to promised disproportionate cuts. Of these unions, the Coalition of University Employees, representing the clerical workforce, will be the most vulnerable, because of its size. CUE workers suffered tremendously in the budget cuts of the early 90s, and they have never really recovered what has been owed them. According to a survey commissioned by

UC itself, the salaries of clerical employees are on average 21% lower than those of their counterparts in surrounding areas. The results are posted at the CUE website: www.cueunion.org/issues/wagesurvey.php3.

But all the unions will suffer, including our own. The Office of the President publicly laments the losses necessitated by budget constraints, but it ignores the sacrifices of lecturers and librarians. While our new contracts made considerable advances in job security and enforcement, and we got modest raises, we didn't receive the parity – a system of equal cost-of-living adjustments, for

example – with other academics that we once had; and we have nothing approaching equity – professional and just treatment. Sadly, these both will be casualties.

Again, accurate and reliable information is the critical component, though unfortunately much of that information has been privileged; one of the great frustrations of the 2002 audit of the University, for the Auditor General as well as the unions, was that the true budget of the University is buried in secrecy.

The administration, in its own public relations campaign to forestall cuts, claims that UC provides vast benefits to the people of California. It may be true, but without more candor about costs and administrative priorities, it is not credible.

Another ally is the UC student. Again, candor about student fees is as important as it has been, up to now, elusive. We hear that the higher fees will in turn support expanded student aid for qualified students, that those fees will “save” the teaching mission of the University, that

the fees are still far less than they would be at any comparable institution. All of this strikes the average student, whom financial stress has made more wise than many administrators are, as pure rationalization. How, for example, is the “student instructional program” defined? To what extent does it subsidize projects and equipment that have the same real impact on instruction that video games do?

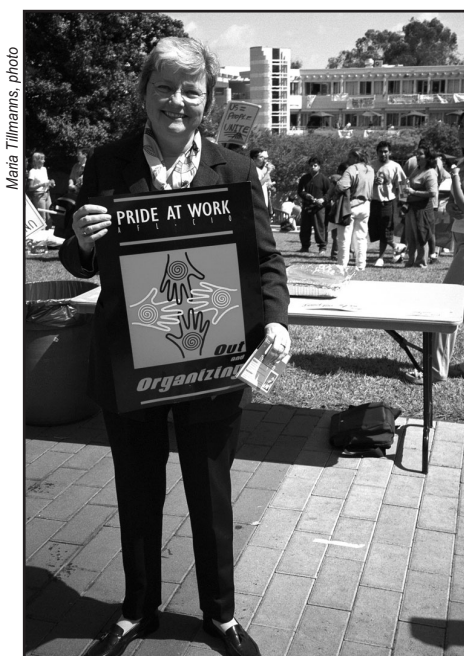
The administration has already raised a repugnant vision of thousands of qualified students turned away, and those admitted desperately searching the course listing for any open class. If such nightmares do happen, as they are

happening now in the California state university system, those administrators had better be sure that true fiscal constraint, not their own incompetence, receives the blame from frustrated students and angry parents. In this, another critical ally is the Senate faculty, which has become increasingly agitated by the imposition of larger and larger classes, with no rationale given except that the administration has mandated it.

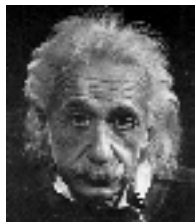
4. Support the University.

While there will be decisions by administrators that must be fought, we must also demonstrate our solidarity with the institution itself. We all, not just the administration, constitute the University, and throughout, even in criticism, we must show our loyalty and dedication. Of course, we have been convinced for some time that the great weakness of administrators at every level is their arrogance, an arrogance scarcely reduced by regents whose control is minimal. But perhaps an impending budget difficulty will cure that; it might be too much for a radical change, but we must think of it as an opportunity. Every UC employee, for example, knows of ways to save the University tens of thousands of dollars, almost certainly more; and though it is up to that administration to create an environment in which those savings can be freely proposed and quickly effected, we must both encourage such efforts and participate in them.

We in the union have always had a vision for the University, to make it inclusive, open, focused, even humble. We daily live out the principles of diversity that in some administrative circles have as yet only attained slogan status. We will not tolerate those who do not understand equity and openness; but we believe in the University, and we will sacrifice to save it. The great medievalist Johann Huizinga reports that, when a fifteenth-century duke suddenly became destitute, his entire household found a way to contribute, so that nothing was diminished, “not even an egg.” If the administration is serious that the finances of the University are in a bad way, and that they need our help, we can provide it. We can do that, and eggs, too.



Assemblywoman Kristine Kehoe at a UCSD union coalition demonstration in fall 2002



Albert Einstein, charter member of AFT Local 552, Princeton University, comments in 1938 on why he joined the union.

"I consider it important, indeed, urgently necessary, for intellectual workers to get together, both to protect their own economic status and, also, generally speaking, to secure their influence in the political field."

UNIVERSITY COUNCIL - AMERICAN FEDERATION OF TEACHERS MEMBERSHIP FORM

Please print clearly:

Name: _____
 Home _____
 Address: _____ street _____ city _____ zip code _____
 Campus _____
 Address: _____ department _____ campus _____ mail room (if any) _____
 Telephone: _____ home _____ work _____ cell _____

UC-AFT dues are 1.000% of gross monthly salary for librarians and non-Senate faculty who do have exclusive representation. Dues are .598% of gross monthly salary for Academic Senate faculty and academic researchers who do not have exclusive representation. In either case, dues are capped at \$48.80 per month. Dues will be deducted each month from your payroll check. Dues paid to UC-AFT may not be tax-deductible for federal tax purposes; however, under limited circumstances, dues may qualify as a business deduction. Check with your tax consultant.



EMPLOYEE ORGANIZATION MEMBERSHIP PAYROLL DEDUCTION AUTHORIZATION

PLEASE PRINT OR TYPE

ACTION ON THIS FORM TO BECOME EFFECTIVE THE 1ST OF THE MONTH OF _____ DATE _____

LAST NAME	FIRST	MIDDLE INITIAL	MONTHLY DEDUCTION		
			INITIATION FEE	DUES	GEN. ASSESSMENT
DEPARTMENT EMPLOYED AT U.C.			DUES	✓	
TITLE U.C.			INITIATION FEE		
ORGANIZATION NAME (INCLUDE LOCAL NAME AND NUMBER)			GENERAL ASSESSMENT		
			TOTAL		

I authorize The Regents of the University of California to withhold monthly or dues including from my salary in the employee membership dues, initiation fees and general assessments as indicated above.

I understand that the University will not make any special monthly deduction will be made by the University based upon the system rate of dues in this authorization. I also understand that changes in the rate of dues, initiation fees and general assessments made after notice to that effect is given to the University by the organization to which such authorized deduction of dues was assigned and I hereby expressly agree that I shall not be relieved from my membership obligations either greater than or less than those shown above without obligation to inform me. Telephone 909 533 0333 seek additional authorization from me for such authorizations.

The University will withhold the amount deducted as the official designated by the organization. This authorization shall remain in effect until revoked by me, allowing up to 30 days time to change the payroll records under the above conditions. If I revoke this authorization, I will be liable for any dues or general assessments that have been deducted.

If I understand that I am an employee of an organization, I shall be liable to the organization for any dues or general assessments deducted from my salary while I am employed by the University, the authorization will no longer be effective.

This authorization does not include dues, initiation fees and general assessments to cover any amount to the level of participation in the deduction of dues. Payment of dues, initiation fees and general assessments by an employee are assigned to the organization to which the dues are assigned and authorized deduction of such dues and general assessments will be taken from the salary of the employee by the University and no payment will be made in a subsequent pay period to the member's dues, initiation fees and general assessments.

EMPLOYEE SIGNATURE _____ DATE _____

REGENT UNIVERSITY USE ONLY

THRU DATE	EMPLOYEE IDENTIFICATION	DATE	EMPLOYEE ID	ORGANIZATION	AMOUNT
X1		MC BY YK	1000		
X1			6		
X1			6		
X1			6		

RETENTION: 1 YEAR FROM DATE OF ACCOUNTING OFFICE

Meet your new stewards (continued from page 7)

Alan Karras, a steward at UC Berkeley, teaches world history, Caribbean history, classical political economy, and senior honors for International and Area Studies.



Alan Karras

He received his Ph.D. in 1988 at the University of Pennsylvania, and has authored a monograph, *Sojourners in the Sun: Scots Migrants in Jamaica and the*

Chesapeake, 1740-1800, and co-edited a reader entitled *Atlantic American Societies*. He is currently at work on a history of smuggling in the eighteenth and nineteenth-century Caribbean. His scholarly interest in contracts – and their violation – led him to the bargaining team last January. As a steward, his role is to ensure that UC complies with the contract that he helped to negotiate. Non-Senate faculty with questions should get in touch with him at <karras@socrates.berkeley.edu> or, if the issue is sensitive, at his off-campus e-mail <alk616@aol.com> or office telephone (510) 643-3185.

Sylvia Sherno is in her twenty-first year as a lecturer in UCLA's Department of Span-

ish and Portuguese, primarily teaching composition. Her primary research interests are Spanish, women's literature, contemporary poetry, and children's literature. She is the author of *Weaving the World: The Poetry of Gloria Fuertes* (2001). She's on the Workload Committee and can be reached at <ssherno@humnet.ucla.edu>.

Bob Samuels is a lecturer in the UCLA Writing Programs, and serves as a Workload Committee member. He is also president of the UCLA local and has been on the Unit 18 bargaining team for 3 years. Email him at <bobsamuels_us@yahoo.com>.

UCSD Local 2034 grievance chair **Maria daVenza Tillmanns**, Ph.D., has her doctoral degree in philosophy of education from the University of Illinois. She is past president of the American Society for Philosophy, Counseling, and Psychotherapy. Maria spent four years in the practice of philosophical counseling in the Netherlands and is fluent in Dutch. She and her husband conduct Socratic Dialogue groups for the community at Barnes & Noble Bookstore and for inmates at




Maria Tillmanns

city's Metropolitan Correctional Center. For the past five years, she has been a lecturer for the Teacher Education Program, the Human Development Program, and the Communication Department. She teaches courses for UCSD Extension in Philosophical Counseling and Socratic Dialogue. Her email is <mtillman@weber.ucsd.edu>.

At UCSC, **Mark Baker** <mbaker@ucsc.edu> and **Judith Harris Frisk** <jhfrisk@ucsc.edu> were nominated by the Writing Program and the Language Program respectively, and endorsed by UC-AFT Local 2199 to represent non-Senate faculty on UCSC's Workload Committee. Mark Baker teaches in the Writing Program and Oakes College. "Many of the writing courses I've designed involve critical thinking about and writing on issues of social justice," reports Mark. He holds a Masters Degree in Comparative Literature, as well as a certificate in the teaching of composition.

Tim Fitzmaurice was selected as steward for Local 2199 at UCSC. Tim is a long-term member of the Writing Program, a member of the Santa Cruz City Council, and former mayor of Santa Cruz. He has been handling grievances for UCSC lecturers for several years, and will be a wise, experienced steward as we implement the new MOU. Free free to contact him at <timfitz@ucsc.edu>.

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