

Contract Changes—Full List

Article 1—Recognition

We agreed to add titles codes, the official payroll terms for UC employees, that specifically cover Lecturers at Berkeley and Merced who teach just one semester at a time.

This is a technical change that shouldn't significantly affect any Non-Senate Faculty member.

Article 2—Academic Freedom

No changes.

Article 3—Academic Responsibility

This article lays out our general responsibility to be upright and effective instructors. We accepted expanded language about non-discrimination against students.

This shouldn't affect any Non-Senate Faculty member

Article 4—Non Discrimination in Employment

We accepted the UC's updates to the language covering types of illegal discrimination—adding gender identity, pregnancy, medical history, and military status as well. We also accepted the UC's request to incorporate sexual harassment into this article. It had been a stand-alone article (Article 31).

Ideally, since there should be no discrimination in employment, changes to this article should not affect Non-Senate Faculty. However, the clearer language might be particularly helpful to pregnant women, especially in relation to Article 12—Leaves of Absence and Active Service-Modified Duties.

Article 5—Description of Unit Titles

We made some technical, difficult, and terribly important changes to this article. The parties were compelled by a recent ruling by the Public Employment Relations Board of California to alter the dispute mechanism when we allege that the UC hires faculty as Lecturers but calls them something else to keep them out of our Union.

This change is vital for our professional staff, grievance stewards, and local leaders to understand, but it should not affect anyone who is a normal Non-Senate Faculty member. However, if you are working as a Lecturer, and your department wants to make you a Visiting Assistant Professor or an Adjunct Professor, you should contact us immediately. If the UC does this, you'll lose eligibility for pension service credit, and you'll lose all

employment protections that our contract offers. Don't let a title that sounds "better" seduce you into a financially disastrous choice.

Article 6—Academic Year — Appointment

We have language that clarifies when a Lecturer should have a one-term title code (see Article 1) or an annual title code. Annual title codes are much better: they allow one to get paid over the summer months and to have health insurance over the summer months. Also, if one is hired for the first time into an annual appointment of 50% or higher, one gets immediate health insurance and membership in the pension program (UCRP). If one is hired term by term, one must wait anywhere between four and eight months for benefits.

This new language represents an improvement in our old language, which was unenforceable. However, the new language will not automatically stop all problems. Please help us enforce this language by checking your appointment letters. If you are appointed to teach every term in a year, but your appointment says "academic year 1/9" or "academic year 1/10," that is a problem. Likewise, if you teach every quarter one year, and are appointed for the next year, but you don't get paid over the summer, that is also a problem.

Article 7a—Pre-Six Appointment and Reappointment

There are some significant changes here. First, we have won language that will help some NSF reach their excellence review in the normal span of six academic years, instead of having to wait longer. Specifically, people teaching classes that are cross listed through two departments can request that credit towards continuing status for that class be accrued their home departments, regardless of which department is funding that class. Also, departments are now empowered to create joint appointments, for example between sociology and women's studies, such that someone could teach in both departments and count all of her or his quarters in a single appointment, getting three quarters a year in one appointment instead of two quarters in one department and a single quarter in another department.

Finally, there is an opportunity for new hires to apply to get service credit towards the excellence review if they move between campuses. If someone moves from San Diego to Irvine, for example, that person could ask his or her Irvine department to give up to one year's credit for his or her work in a similar department in San Diego.

The UC has agreed to post NSF job announcements on its central website, and that each campus will post the general criteria for appointment and reappointment on its website. NSF who do not have continuing status should monitor the job announcement website. If a department posts a job announcement, then all current NSF should apply for that job, even if they are currently teaching those courses.

The UC has also agreed to new timelines for appointment letters for those hired to just one term. They should expect the letter at least thirty days before the start of the term.

Finally, the UC has agreed that departments should provide mentoring and advice to NSF in their first few years of service. See the information about the new side letter on “Pre-Six Year Mentoring Meeting.”

Article 7b—Process for Achieving Continuing Status and Continuing Appointments

This Article contains the heart of the improvements for pre-continuing NSF.

First, under the earlier contract, a department would need to provide a “needs assessment” for the NSF after her or his fifth year. The department would need to estimate whether it would need the NSF in her or his seventh year. Since departments sometimes had no idea, they would make something up, or simply declare that there was not need. Once the NSF entered her or his sixth year of service, some departments would occasionally declare that need had “gone away,” and refuse to conduct the excellence review.

Under the new rules, if you receive an appointment that includes an 18th quarter of service, or a 12th semester, you will get an excellence review, automatically.

If you are excellent, you will have continuing status, which means if need has “gone away,” you have two years of right of first refusal, so that if need comes back, you must be offered the class(es). Once you teach one day, you have a continuing appointment, with all the protections that appointment brings (layoff notice, etc).

The UC will also provide notice during the year of the excellence review year if someone’s appointment percentage might decrease.

These changes should make Lecturers more secure. First, if they are hired to complete their sixth year, they will get an excellence review. Second, if they are excellent, then they have rights to classes from that moment. Also, these changes make it more difficult for departments to pretend there will is no more need.

However, these changes will require enforcement. As Lecturers are appointed to their eighth or ninth semester, or their fourteenth or fifteenth quarter, they should get in touch with the Union to ensure that your department is following the process correctly.

Finally, people undergoing the excellence review should be more knowledgeable about it because of a new process for mentoring Lecturers. See the description of the side letter on “Pre-Six Year Lecturer Mentoring Meeting.”

Article 7c—Continuing Appointments

There are very few changes here, but the University is prohibited from reducing your appointment percentage in your fifth year or sixth year just to pretend that it should give you a lower continuing percentage base for your continuing appointment.

Article 8—Instructional Support

This article outlines the space and materials that the UC must provide Lecturers so that we can do our jobs. First, it provides for office space, computing equipment and internet connections, training, office supplies, email, etc.

We have added directories to that list. Lecturers must be listed in the University central directory, and their names should be given with classes they teach in the online schedules of classes on the campuses. Furthermore, Lecturers should be listed on departmental websites and given personal web page access, according to campus policies. At this time, our access to departmental pages and personal pages is not guaranteed, but I hope we all contact our departments to ask for the digital tools that are increasingly commonplace and necessary in today's instructional environment.

Article 9—Professional Concerns, Meetings and Programs

We have added language making professional leaves more clear for NSF. We placed in our contract Lecturers' ownership of their own instructional materials, especially digital materials.

This article also governs the professional development funds (PDF) on every campus. The money for these funds is calculated by multiplying the Full Time Equivalent Lecturer count on a campus by \$200. We last had an FTE census in 2013. The new funding level will be set according to the FTE in 2015, and reset in 2019. These changes should increase the amount of professional development money awarded, as more Lecturers are hired by campuses.

Article 10—Personnel Files

No changes.

Article 11—Benefits

We have accepted the new 2016 Pension Tier, which will cap the upper income eligible for the defined benefit pension at the level set by the Public Employee Pension Reform Act (PEPRA), which is currently just over \$117,000. Income over that will be covered by a supplemental Defined Contribution Plan (DCP, a 403b, similar to a 401k plan). There will also probably be a completely different alternative, which is completely a DCP. This plan might be preferred by new Lecturers who are not likely to stay long because one will vest in one year, and the retirement fund will be truly portable. See the side letter on the 2016 Pension Tier. We will also provide continuing updates on the plan as it is finalized.

We also have language ensuring that people in the UCRP who teach on term-by-term contracts (who don't get paid in the summer months) get the same pension service credit that people who are paid in all 12 months receive.

Finally, we have language giving Lecturers who aren't employed in one term, but who will be employed in a later term, to continue their UC health insurance. This option might be

prohibitively expensive, unless the Lecturer is in the CORE plan (a very inexpensive, high-deductible plan), but it can certainly help some people who can pay it.

Article 12—Leaves of Absence and Active Service-Modified Duties

This article has been greatly expanded and clarified. Our contract now spells out the leaves to which we are entitled, and those for which we must apply. Key changes include some paid pregnancy leaves for any woman giving birth, language about paid leave for those who don't earn sick leave, which includes most normal Lecturers, and active service-modified duties for full-time Lecturers who have recently had a baby or adopted a child.

If you want to have a leave of absence, you should definitely contact your department and also your union representative and local grievance steward.

Article 13—Travel

No changes.

Article 14—Holidays

The UC wanted to change some terminology. There are no changes to our terms and conditions of employment.

Article 15—Moving Expenses

No changes.

Article 16—Medical Separation

No changes.

Article 17—Layoff and Reduction in Time

This article has been drastically reorganized so that it is clearer. We made substantive changes by adding language to protect those who have been deemed excellent but not yet taught as Continuing Lecturers and by increasing notice when a reduction in time will affect a Lecturer's health insurance.

Article 18—Resignation

No changes. The University tried to get us to accept the notion that if a Lecturer were gone for five days without an excuse, he or she could be presumed to have abandoned their appointment. That was silly, and we quashed it.

Article 19—Reassignment

No changes.

Article 20—Reasonable Accommodation

This article used to be called “rehabilitation,” as if the disabled were somehow simply incorrigible. A relic from a primitive time, the title was changed along with much of the article, which now spells out the processes for asking for accommodation for temporary and permanent disabilities. The article is now up to date with contemporary laws and mores.

Article 21—Compensation

NSF will all receive the following raises. These changes will increase the floor for future appointees as well:

3.2%, effective in the first full pay period following ratification of this contract (May, 2016)

3%, effective July 1st, 2016.

2.5%, effective July 1st, 2017

2.5%, effective July 1st, 2018

During the 2019 fiscal year, which is the same as academic year 2019-20, Lecturers will receive the same raises that non-represented academic employees receive (e.g. Senate Faculty).

You will see the raises in the paycheck after the raise takes effect, so we’ll all see the first salary increase in our June paychecks, and we’ll all see the subsequent increases in our first paychecks of the 2016-17 academic year.

Also, there is a small increase in the “fourth-year bump.” Now, Lecturers beginning their 10th quarter or 7th semester will receive an automatic 6% increase in salary. Previously, it was 5%. Now Pre-Continuing Lecturers receive the same salary increase that Continuing Lecturers get during merit reviews.

UC-AFT won a very important change in the form of a special lump sum payment for some Lecturers who are not in the University of California Retirement Program (UCRP).

The program works as follows: Any Lecturer who is not in the UCRP will get a lump sum payment equal to 5% of her or his base salary from Academic Year 2015-16. To be eligible, the Lecturer must have taught six quarters or four semesters by June 30 this year, and the Lecturer’s appointment percentage must be at least 25% in this academic year (2015-16). Finally, the Lecturer must be appointed sometime in the next academic year (2016-17). The lump sum payment will be given July 1st, 2017.

UC-AFT will have further information on how to check your eligibility in other communications.

Finally, everyone employed as of April 1st, 2016, will get a small extra payment on June 1st (semester campuses) or July 1st (quarter campuses).

Article 22—Merit Review Process

No changes for most Lecturers, although we clarified the language.

However, although the University used to automatically supply the Union with lists of people up for merit review and the results of the reviews, in the future, the Union will have to request those lists, if it wants to see them.

If you feel you have been unjustly denied a merit review, please contact the University three days after you learn of the denial, so that we can help you fight back.

Article 23—Summer Session

The article has been rearranged with almost no substantive changes. However, a new provision of the Affordable Care Act (Obamacare) requires the UC to count summer session hours towards a maintenance of health insurance eligibility. See Article 11—Benefits. We have language stipulating that if teaching summer helps you maintain benefits, the UC will count your summer teaching, but if teaching summer might harm your eligibility, the UC will not count it.

Article 24—Instructional Workload

Lecturers who teach Languages at UCB will teach a maximum of five classes in a year instead of six.

We also clarified some of the language.

Departments now have the contractual ability to average workload over two terms, such that if someone teaches slightly more than full time in Fall, she or he can teach slightly less than full time in the very next term. This change should help more lecturers get closer to full-time employment.

Article 25—Union Rights

From now on, our Contract will be completely digital. Also, we have arranged for labor management meetings to improve the information we get from the University about our membership.

Article 26—Release Time for UC-AFT Business

We can now have ten bargaining team members who have standing permission to attend bargaining. The UC will provide substitutes for their classes and/or help them arrange alternative instruction methods. We can now have two bargaining team members from one campus, as long as they aren't from the same department.

Article 27—Payroll Deductions

We no longer need direct University approval of our membership forms. Instead, we have agreed to provide the University the information they need to process the dues withholdings for the Union.

Article 28—Management Rights

No changes.

Article 29—Academic Calendars

No changes.

Article 30—Discipline and Dismissal

No changes.

Article 31—Sexual Harassment

This article was deleted, and its content moved to Article 4—Non Discrimination in Employment.

Article 32—Grievance Procedure

We accepted a reduction in the time we have to file a grievance. We now have 30 days from the time you know about the problem to file a grievance.

I cannot stress this enough: when you suspect that the UC is doing something wrong, you should contact us immediately. Contact your Local Grievance Steward or Professional Representative. You can find their contact information on our website.

In return, we have gained the ability to amend grievances as long as they are at the campus level (i.e. step one or step two). The University had been threatening to challenge all such grievances. Because our contract is so complex—it matches our very complex range of appointments in the University—we often run into grievances that become bigger as we investigate them. It is vital that we can pursue them, even if it turns out that new problems are uncovered.

We have done away with the automatic appeal to arbitration that would skip the Office of the President. That efficiency was not working as well as we had hoped it would.

Grievances can now be electronically filed.

Article 33—Arbitration

The University insisted that if they disagreed about whether something could be arbitrated in our contract, they should take that question to one arbitrator, and then hold a second arbitration to determine the actual case. We reluctantly agreed to this. However, we added some deadlines to the University's process, so they cannot stall an arbitration by refusing to schedule it, which some campuses had been attempting.

We also added electronic filing.

Article 34—Immigration Reform and Control Act

No changes.

Article 35—No Strikes/No Lockouts

We removed some “scare language.” Lecturers who participate in unlawful job actions may be subject to Article 30—Discipline and Dismissal.

Article 36—Past Practice Not Covered by Agreement

No changes. We contemplated making substantial changes, but after much back and forth, the parties settled on existing language.

Article 37—Waiver

No changes. We contemplated making substantial changes, but after much back and forth, the parties settled on existing language.

Article 38—Severability

No changes.

Article 39—Successors

No changes.

Article 40—Duration

Our contract will extend until January 31, 2020.

Article 41—Parking

No changes.

Article 42—Online Instruction

We have language that states that Lecturers cannot be laid off just because they need training to teach assigned online courses. The Union will also continue to meet with the University to discuss online education as it pertains to our teaching appointments and careers.

Appendices to Be Updated:

Appendix A—Campus Grievance officers, the UC employees who respond to our grievances.

Appendix B—Enumeration of Benefits. This language has been updated.

Appendix C—Summary of Leaves. This will be deleted because all the leaves are now in our contract.

Appendix D—Sexual Harassment Complaint Officers will be updated.

Appendix E—Salary Scale will become a live link to the official UC salary table, so that it does not need to be changed every time we get a raise.

Appendix G—One Time Course Credit Allocation Program will be deleted because it only applied in 2005.

A new Appendix of Arbitrators will list the professional arbitrators who will decide grievances that the UC cannot resolve.

Side Letter—UCRP 2016 Tier

We agree that the new 2016 Tier will apply to new Lecturers, and those rehired after a break in service.

This is not a trivial thing. For the most part, everyone in the 2013 Tier and the 2016 Tier will have identical plans. However, the income used to calculate your defined pension payments each month is capped at \$117,000 in the 2016 Tier. For most Lecturers, that might not seem important. However, about 80 Lecturers currently are above that level, and it is reasonable to assume that the cap will affect more in the future.

Side Letter—Health Sciences

As part of the negotiations about Article 5—Description of Unit Titles, we agreed to treat the medical schools and programs differently in enforcement of our contract. We will still enforce our contract through the Public Employment Relations Board instead of arbitration, and the health sciences schools will not be subject to the same membership reporting requirements as the other schools.

Side Letter—Outstanding Bargaining RFIs and Grievances

This letter establishes a process to clean the slate of Unfair Practice Charges, Bargaining Grievances, and Requests for Information related to bargaining. We are keeping our Request for Information about UCLA's inordinate expenses racked up losing arbitrations and PERB hearings that we file because they seem unable to follow the contract.

In addition, UC-AFT will meet with the University to try to resolve many local grievances.

Side Letter—UC Santa Barbara

UCSB will meet with local Union leaders to discuss workload concerns on that campus.

Side Letter—UC Santa Cruz

UCSC will meet with local Union leaders to discuss ways to use new contract language to create more stable and fair Lecturer appointments that work within the School's unique system of colleges.

Side Letter—UC Los Angeles

UCLA, UC Office of the President, state-wide leadership of UC-AFT, and local Union leaders will meet to observe, police, and improve practices of appointing and reappointing Pre-Six Lecturers in seven problem departments of the campus.

This will be a four-year process, which should begin to change UCLA's longstanding policies of enforced contingency for Non-Senate Faculty.

Side Letter—UC San Diego

UCSD, UC Office of the President, state-wide leadership of UC-AFT, and local Union leaders will meet to observe, police, and improve practices of appointing and reappointing Pre-Six Lecturers in seven problem departments of the campus.

This will be a four-year process, which should begin to change UCSD's longstanding policies of enforced contingency for Non-Senate Faculty.

Side Letters to Be Deleted

Some of the expired or outdated side letters will be deleted. UC-AFT and the University are still finalizing these.