

Dear UC-AFT Members,

On June 26, Peter Chester, Executive Director of Labor Relations at UCOP, issued a letter to UC-AFT members about contract negotiations. As of today, June 29, not all campuses have received it, but we expect it to be circulated by all campus administrations soon. The letter in full is enclosed.

After a brief line of introduction, Peter begins his letter with the following,

“The university has been bargaining with the UC-AFT for more than a year, and we believe a contract for you and your colleagues is long overdue. Especially during these uncertain and chaotic times, you deserve the stability that a contract offers.”

It’s an interesting choice of words, because *stability* is exactly what we are fighting for and what UC is refusing to give. Chester implies that having a new contract in place is what provides stability. **This is disingenuous and misleading.** The vast majority of our expired contract remains in effect, and all UC-AFT members remain covered by the 2016-2020 contract provisions. Stability comes from the terms within a contract, not from the existence of a contract. If UCOP is interested in stability, they should propose contract language that will provide it. The job security “supposal” we received from UCOP on June 26 provides nothing, literally nothing, that we do not already have.

Mr. Chester proceeds to describe our contract as one of the “best” in the country, which if true, simply reflects how poorly non-tenure track faculty are treated in the U.S. The median salary of our members is \$19,000 because so many of our members are only offered part-time appointments and never have the chance to receive raises because they’re churned out before they’re eligible. 35% of lecturers lack access to healthcare benefits. The rare full-time lecturer earns a starting salary of \$56,000, short of the \$57,383 the Economic Policy Institute’s [family budget calendar](#) estimates is needed for a modest standard of living for one person in the East Bay, and far short of the six figures needed to support a family.

In addition to low pay and insecurity, our members perform substantial amounts of unpaid work that is not recognized as part of our jobs by the university, but is essential to maintaining high quality instruction, such as writing letters of recommendation, supervising student projects, or engaging in professional development. Regarding our contributions to the university and our students, Mr. Chester says the following,

“Over the course of these negotiations, UC has offered the union numerous proposals that we believe recognize your many contributions to UC and our students.”

The truth is that the university rejected outright our proposals to ensure compensation for the full range of work expected of teaching faculty at the UC. If not for the COVID crisis, we would be fighting at the bargaining table for significant salary increases; an end to unpaid work and fair,

consistent workload policies; and for job stability and a career pathway. In light of the COVID crisis, our union has stripped down our demands to job stability and a career pathway. We will not back down until UCOP comes to the table with real proposals on these issues.

Chester wraps up with a bulleted list of all the gains our union has secured to date in negotiations. It's an impressive list. We're proud of it. We have some minor quibbles with how some things are presented, which are addressed below, but overall...the terms we secured pre-COVID on issues outside of our core demands are very strong.

Peter's text is italicized and bulleted below. Our comments are between bullets at full margin and marked with a 🙄!

- **Improved job security:**

- *A new program that allows unit members to express interest early (within 60 days of appointment) to teach courses for the following academic year.*

🙄 We can and do already do this, usually by applying for our own jobs year after year. This “pilot program” provides no obligation on the part of the chair to consider our interests or preferences and no way to contest hiring decisions. The suggestion that this program is an improvement in job stability for teaching faculty is simply ludicrous.

- *A career path from a Continuing Lecturer to Senior Continuing Lecturer, which is an excellent improvement to recognizing the valuable contributions of Unit 18 instructors. Additionally, UC has offered greater job security for Senior Continuing Lecturers. Currently, in the event of a layoff, all Continuing Lecturers receive a one-year notice or pay in lieu of notice, as well as two years of reemployment rights. UC proposed that once a Continuing Lecturer achieves Senior Continuing Lecturer status, their reemployment rights will be increased to three years.*

🙄 In 2003, our union held a three-day strike and subsequently won the right to be considered for a continuing appointment after 12 semesters or 18 quarters. According to our analysis of university data from 2004 to date, only 7-8% of teaching faculty hired attain Continuing status. In the administration's proposal, Continuing Appointees have to meet the higher standard of “exceptional” to achieve Senior Lecturer status, however the pay increase with the title promotion is equivalent to a regular merit increase. In addition, Increasing post-layoff reemployment rights for late career lecturers would benefit very few members who may be laid off, but does not improve job security...or stability, for the vast majority of teaching faculty.

- *Under certain circumstances, a lecturer can count Summer Session courses toward eligibility for a Continuing Appointment.*

👊 The circumstances: you can still only receive 3 quarters/2 semesters of service credit per year (i.e., you must have taught less than the full previous academic year), and you must be teaching the exact same class in summer that you taught during the previous academic year.

- **Compensation:** *Pay increases identical to those received by non-represented non-Senate academic appointees for July 2020 and July 2021.*

👊 Since 2011, our contract has had “me too” language with Senate faculty in years when we did not have a negotiated COLA. So, if Senate faculty got a general range adjustment, so did we. UC’s new proposal would decouple us from the Senate and only grant raises when other non-Senate academic employees get raises. This is a takeaway proposal by UC, designed to put our salaries further behind Senate salaries.

- **Enhanced paid medical leave:** *Currently, paid medical leave is extended only to unit members with 100% appointments. UC has proposed extending it to unit members with appointments of 66% or greater. Additionally, paid medical leave usage currently is two quarters or one semester in the first 10 years of employment (three quarters or two semesters in the subsequent 10 years), with any partial usage counting as a full quarter or semester of usage. UC offered the union 22 weeks in the first 10 years (36 weeks in the subsequent 10 years), and allowing for usage across multiple quarters/semesters during the 10-year span*

👊 UC admin responded favorably to our proposal only after UC-AFT members and supporters expressed outrage at an egregious denial of paid medical leave to a longtime lecturer.

- **Increased support for unit members with children:** *Currently, UC allows for a reduction in normal duties for up to two quarters/two semesters as a part of active service-modified duties so a unit member can prepare for and/or care for a newborn child or a child under age five (5) newly placed for adoption or foster care. UC offered to increase the allowed time for reduced duties from two to three quarters.*

👊 The UC has rejected our proposal to increase and expand parental leave eligibility. Their proposal brings lecturers on quarter campuses into line with lecturers on semester campuses, who are already entitled to a full academic year of active service-modified duties.

- **Deferred performance reviews due to leave:** *So as to not disadvantage unit members’ performance reviews because of approved leaves of absences, UC proposed giving unit members the ability to request a deferral of a performance review due to being on an approved protected leave.*

👊 We already have this right. UC admin's proposal clarifies what the contract already states.

- **Retirement benefits/summer session pay:** *Lecturers are already compensated in the same manner as other academic appointees who teach in summer session. However, they have not been treated the same for retirement benefits. UC proposed that summer session earnings for eligible lecturers shall count toward contributions made by UC and the lecturer to UC's Tax-Deferred 403 (b) Plan, in the same manner as other academic appointees who teach in summer session.*

👊 We already have this right. UC admin's proposal resolves a dispute in our favor and clarifies what we have long held to be true, that UC Presidential policy applies to all faculty, including lecturers.

- **Review Criteria:** *Revised review criteria for the excellence review, merit review, and the promotional review to Senior Continuing Lecturer.*

👊 We have a new article with clarified review criteria, however, UC admin continues to insist on the use of arbitrary, racist, and sexist pseudo-statistics, i.e., quantitative student evaluations of teaching, to make personnel decisions.

- **Appointment Letters:** *Appointment letters will have increased specificity, including regarding pay amounts and pay periods.*

👊 This improvement will help teaching faculty determine how much they should be paid in a given time period and help identify errors in pay, which are all too common and extremely stressful for our members.

This contract fight will not end until UC gets serious about job stability for teaching faculty. We've proposed multi-year contracts in the first six years, clear and consistent performance review process and criteria, and rehire rights for teaching faculty who have demonstrated competence. We will not back down until UCOP comes to the table with real proposals on job security. 👊

.....
Here's Peter Chester's June 26 letter in full. Not all campuses have distributed this letter as of today, June 29.

June 26, 2020

Dear colleague:

I am writing to update on our negotiations with the UC-AFT and our efforts to negotiate a fair contract for you and your Unit 18 colleagues.

The university has been bargaining with the UC-AFT for more than a year, and we believe a contract for you and your colleagues is long overdue. Especially during these uncertain and chaotic times, you deserve the stability that a contract offers.

UC highly values the essential instructional role Unit 18 members play in educating our students. This high regard is reflected in the fact that the lecturers and other Unit 18 members enjoy some of the best pay, benefits, and working conditions in the country, and a level of job stability that accompanies an excellent performance rating that only a select few universities in the nation extend to lecturers.

Over the course of these negotiations, UC has offered the union numerous proposals that we believe recognize your many contributions to UC and our students. We think our more recent offers have been especially fair in light of the significant impacts employers everywhere are facing because of the coronavirus pandemic.

Here is a summary of what UC has offered for a two-year contract, which the union, to date, has not accepted:

- **Improved job security:**
 - A new program that allows unit members to express interest early (within 60 days of appointment) to teach courses for the following academic year.
 - A career path from a Continuing Lecturer to Senior Continuing Lecturer, which is an excellent improvement to recognizing the valuable contributions of Unit 18 instructors. Additionally, UC has offered greater job security for Senior Continuing Lecturers. Currently, in the event of a layoff, all Continuing Lecturers receive a one-year notice or pay in lieu of notice, as well as two years of reemployment rights. UC proposed that once a Continuing Lecturer achieves Senior Continuing Lecturer status, their reemployment rights will be increased to three years.
 - Under certain circumstances, a lecturer can count Summer Session courses toward eligibility for a Continuing Appointment.
- **Compensation:** Pay increases identical to those received by non-represented non-Senate academic appointees for July 2020 and July 2021.
- **Enhanced paid medical leave:** Currently, paid medical leave is extended only to unit members with 100% appointments. UC has proposed extending it to unit members with appointments of 66% or greater. Additionally, paid medical leave usage currently is two

quarters or one semester in the first 10 years of employment (three quarters or two semesters in the subsequent 10 years), with any partial usage counting as a full quarter or semester of usage. UC offered the union 22 weeks in the first 10 years (36 weeks in the subsequent 10 years), and allowing for usage across multiple quarters/semesters during the 10-year span

- **Increased support for unit members with children:** Currently, UC allows for a reduction in normal duties for up to two quarters/two semesters as a part of active service-modified duties so a unit member can prepare for and/or care for a newborn child or a child under age five (5) newly placed for adoption or foster care. UC offered to increase the allowed time for reduced duties from two to three quarters.
- **Deferred performance reviews due to leave:** So as to not disadvantage unit members' performance reviews because of approved leaves of absences, UC proposed giving unit members the ability to request a deferral of a performance review due to being on an approved protected leave.
- **Retirement benefits/summer session pay:** Lecturers are already compensated in the same manner as other academic appointees who teach in summer session. However, they have not been treated the same for retirement benefits. UC proposed that summer session earnings for eligible lecturers shall count toward contributions made by UC and the lecturer to UC's Tax-Deferred 403 (b) Plan, in the same manner as other academic appointees who teach in summer session.
- **Review Criteria:** Revised review criteria for the excellence review, merit review, and the promotional review to Senior Continuing Lecturer.
- **Appointment Letters:** Appointment letters will have increased specificity, including regarding pay amounts and pay periods.

Please know we are doing everything on our side of the bargaining to get you a fair contract as quickly as possible, and we will continue to keep you informed about our efforts.

As always, thank you for your dedication and many contributions to UC and the people we serve.

Sincerely,

Peter Chester
Executive Director
Systemwide Labor Relations

