

REBUTTAL TO THE AGAINST IMPLEMENTATION—PRO DELAY ARGUMENTS

(arguments and rebuttal comments from the pro-delay side in italics and quotes):

1. *“First, they [the University] weren’t paying attention during negotiations.”* What? This is inexcusable. If we wanted to renegotiate a section of the contract and gave this as an excuse would the University agree? If our students come to us and say, “Oh I didn’t do my homework because I wasn’t paying attention,” what would be the response? *“It is simply a matter of turning a chaotic situation . . . [into] a well-planned, thoughtful and collaborative process.”* If the University was so concerned about the process, why did it agree to the change in workload in the first place as of 2016? It is only after the fact that the process has become “chaotic.” Why weren’t they paying attention?

2. *“What does the phrase ‘foreign language courses’ even mean.”* It is clear that the University **wants to restrict** which classes fall under this rubric, during the reopening of negotiations. This issue has been resolved at other UC campuses already [as, for example, at UC Santa Cruz]: **All courses taught by language lecturers are calculated the same. Why renegotiate this? Why should we have anything different?** Reopening the contract jeopardizes this.

3. *“[This] is not a re-opening of negotiations.”* At the first meeting of language lecturers, Ben Harder, the lead negotiator for the Union, used this phrase to describe what the University was requesting. These are his terms, not ours. The University “wasn’t paying attention” and now refuses to fund a part of a contract that it has signed. This is both “bad-faith bargaining” and a re-opening of negotiations. What is to prevent the University from saying that it can’t fund this workload on the other campuses [which have had it for many years]? If it reneges for some, it can do for others. **THIS SETS A VERY BAD PRECEDENT. We have everything to lose and NOTHING to gain.**

3. *“Why the rush? Some courses that will undoubtedly be pegged at 40% will instead be at 33% again, just for one year.”* **Just one year, for some means much more than others.** For some part-timers the difference can mean food on the table or a bill paid. For others, particularly those nearing retirement, it is much more than a matter of immediate pay, **but of life-long retirement income.** Retirement income is based on the last three years of service. The difference between 33% and 40% for the remainder of one’s life **IS SIGNIFICANT.**

4. Budget:

a. *“Our raise is secure.”* Yes, and we are grateful for that. On the other hand, the raise also was taken out of TAS budgets, and courses and positions were cut because of it. No one was asked to give their raise up [and rightly so]; and yet we, as language lecturers, are asked to forfeit what is rightfully ours and what we have been deprived of for many years.

b. *“There is no hidden cache of money.”* Language (and other) courses are funded from MANY sources—government, grants, and private funds—in addition to the TAS. The TAS is part of a larger budget. The administration sets priorities; and those priorities include allocating and cutting money from the classroom. Language instruction is the recipient of one of the largest, if not the largest, allocations of TAS funds on campus, and is always the first to be cut. The problem here is not the budget but the priorities in that budget. In this case, a relatively small group of people, the language lecturers, is being asked to bear a disproportional share of the cuts.

- c. The situation will **NOT** be better next year. There will be more cuts. This is the best time to take a stand against these.
- d. The University should not agree to a contract stipulation unless they were willing to fund it. It is their responsibility and legal obligation to fund the contract.

5. “*No one wants layoffs.*” And yet not only layoffs but substantial cuts in percentage of employment have already occurred without the workload implementation. This is in part because of the pay raise. **No one wants anyone to be laid off.** However, neither the University nor the Union knows whether there will be layoffs or not as a result of implementation. **Threatening to do so is a scare tactic.** Eventually there will be a need for more language lecturers if the University wants to maintain the current level of language courses. **However, both of these will happen whether or not we implement the contract this year or next.**

5. No one has ever suggested that having lecturers on a committee is “laughable.” **What is not only “laughable” but ill-conceived, hastily designed, and dangerous to our programs is this proposed implementation committee the University is offering in exchange of failure to implement.**

This committee with its management and union representatives will have no understanding of the needs, responsibilities, and requirements of the diverse and highly specialized languages courses and are in no position to judge them. Even if we are present our voices being heard or counted are not guaranteed. Outside members, especially from other Universities, **are a very bad idea.** Our University, as we know, teaches a broad range of specialized languages, many are not taught anywhere else in the United States. Does a language coordinator in French from UCB have any idea how Turkish or Mongolian should be taught? The committee also usurps the power of the Academic Senate. We should demand that like the language lecturers at Santa Cruz and elsewhere, all classes taught by language lecturers are equal. **The very fact of this committee undermines this. READ THE SIDE LETTER.** This committee is supposed to meet 2 or 3 times THIS MAY, and if all do NOT agree, they will bring in outsiders!! **WHAT ARE THEY OFFERING US?**

6. “*defend the most vulnerable lecturers.*” We agree.

a. But the side letter only guarantees “it will strive to keep those lecturers **who are already full time at 100%**, where possible, for Academic Year 2017–2018.” **What about the rest of us [many of the language lecturers are part time]?**

b. The side letter guarantees “the University will honor any appointments letters that have been issued to NSF following the effective date of the Agreement if they reflect the new workload guidelines.” Are there any? If not, then this is a useless “guarantee.” If so, this means that some lecturers will be working a five-course load while other will have a six-course load. This is unfair.

We, too, strongly feel that **ALL** lecturers’ welfare should be considered in this vote. A vote to delay harms a large number of **PART TIMERS**, both in pay and employment guarantee, and **ALL** part timers’ **RETIREMENT BENEFITS**. The proposed trade off is ill-conceived and undermines the academic integrity of our mission.

Just vote No to the Delay!