UC-AFT Non-Senate Instructional Unit (Unit 18) Collective Bargaining Summary of Proposals

The Non-Senate Instructional Unit (Unit 18), including lecturers and others (e.g., Supervisor of Teacher Education, Coordinator of Field Work, Field Work Supervisor), plays an essential role in supporting the University’s teaching mission, and the University’s goal is to reach agreement on a multi-year contract that includes fair pay, regular performance assessments, excellent benefits, and maintains the ability to achieve continuing status—a stability of employment that only a few universities in this country extend to lecturers. The University and the UC-AFT have been bargaining a successor contract since April 2019 and the contract expired on January 31, 2020. Negotiations between the University and the UC-AFT are ongoing, and the University is working hard to negotiate a successor agreement that continues to recognize the valuable contributions of Unit 18 as quickly as possible.

The unit was certified by PERB in 1984 when its members were designed as temporary faculty. Over the last decade, Unit 18 Lecturers have taught a sizable share of undergraduate instruction at UC in both lower- and upper-division courses. In the last year for which information is available (2017-2018), Unit 18 Lecturers taught over 1.7 Million student credit hours in lower-division courses or roughly 36% of instructional work at that level (see Figure 8.3.2 in the 2019 Accountability Report).

Negotiations began in April, and the UC-AFT has not presented UC with a compensation proposal, nor proposals on other topics the union has stated an interest in bargaining over. By contrast, UC has presented the union with a comprehensive proposal designed to bring the negotiations to a timely resolution and recognizes the importance of the role of unit 18, including lecturers, with fair and appropriate compensation, benefits, position responsibilities, professional development, and performance evaluation.

Below is a summary of some of UC’s proposals in key areas; the list is not, however, exhaustive.

**University’s Bargaining Proposals**

- **Compensation:**
  - 3% range adjustment for 2020-2021
  - 3% range adjustment for 2021-2022
  - 2% range adjustment for 2022-2023
  - 2% range adjustment for 2023-2024
  - 2% range adjustment for 2024-2025

- **Pre-Six Appointees:**
  - Effective July 1, 2021 or 90 days following contract ratification, whichever is later, the pre-six appointee salary scale will be increased;
    - In addition to the 3% range adjustment, pre-six appointees who are on the two bottom salary points on the salary scale will receive an additional increase ranging from 2.5%-5%;
    - New pre-six appointees will begin appointments on the higher salary scale.
  - Pre-six appointees appointed for a 10th quarter/7th semester will receive a higher salary increase (9%, rather than 6%) following a positive performance evaluation along with the annual range adjustment;
  - Caps on length of appointments increased;
- Additional opportunities to blend or add term counts to achieve eligibility for continuing appointments will be provided.

- Continuing Appointees:
  - At the initial continuing appointment following a positive excellence review, a continuing appointee will receive a minimum 9% salary increase (6% is the current minimum) along with the annual range adjustment;
  - A career path and review procedures for Continuing Lecturers to be promoted to Senior Lecturer – including a minimum 6% salary increase on promotion along with the annual range adjustment – will be established.

- Professional Development Fund Pool
  - The pool will be increased by 75% from $200 per FTE to $350 per FTE

**UC-AFT Bargaining Proposals**

To date, the UC-AFT has passed substantive revisions to the majority of the 42 articles in the collective bargaining agreement, including proposing new articles for consideration (no compensation proposal has been passed).

Below is a summary of some of the UC-AFT’s proposals in key areas; the list is not, however, exhaustive.

**Duties and responsibilities.** The UC-AFT is seeking to add professional development and service responsibilities and to reduce instructional duties as follows:

- Full-time annual instructional workload would be reduced from 9 courses to 6 courses at quarter locations and from 6 courses to 4 courses at semester locations.
- Enrollment caps would be set in writing and foreign language courses.
- All Unit 18 titles, even if they do not engage in regular teaching, would be held to the same workload limitations.
- All University service and professional development would be compensated, regardless of whether it is voluntary or required, including departmental service.

**Evaluation of performance and merit increases.** The UC-AFT is seeking a variety of changes to the evaluation process:

- Student evaluations would no longer be considered in evaluating Unit 18 members. Instead, a three-member faculty review committee would each conduct a classroom observation, with the ability for a no-fault do-over of the observation. Each faculty reviewer would receive training on peer observations, and would meet before and after the observation with the Unit 18 member to discuss the observation. If the observations are late, and accordingly, the reviews are late, the University would be assessed a daily $10 penalty.
- Minimum of 9% salary increase following a promotion or positive review (in addition to any salary range adjustment).
- Initial appointments would be for at least 1 year, first reappointment for at least 2 years, and subsequent reappointment for 3 years during the first 6 years; Continuing status may follow.
- The UC-AFT proposes deleting the current provision that provides for a needs assessment for Unit 18 members.
• The University would be assessed a $10 daily penalty for late appointment letters and merit reviews.

**Professional development.** The UC-AFT seeks additional professional development.

• Extensive new employee orientations would occur at the departmental level.
• Reimbursement would be provided to Unit 18 members for renewing licenses.
• The professional development fund pool would increase from $200 per FTE to $2,000 per headcount.
• Upon request, a Unit 18 member would receive up to $10,000 in funds annually that could be used for educational purposes, which includes repayment of student loans from studying at UC or education of family members at UC.

**Definition of bargaining unit and Academic Senate membership.** The UC-AFT seeks to align its members with the Academic Senate.

• All language in the current contract that states that Unit 18 members are not members of the Academic Senate would be deleted, including from the unit name (Non-Senate Faculty).
• If Senate membership is conferred on any Unit 18 titles, the Regents would bargain with the AFT before the titles are removed from the bargaining unit.
• Programs that Senate Faculty are eligible for would also be made available to Unit 18 members.

**Recognition of academic judgment and academic authority.** The UC-AFT has proposed to alter many circumstances in which academic judgment and academic authority currently lie under the authority of the University so that the decision-making would be managed jointly or through arbitration.

• An arbitrator would be allowed to adjudicate matters now considered subject to academic judgment and academic freedom.
• The University would bargain with the UC-AFT before taking curricular actions listed below, and if the AFT does not agree, the University could not proceed:
  ▪ Schedule the time and location of a course,
  ▪ Who teaches a course,
  ▪ The assignments of a course,
  ▪ Set the academic calendar, or
  ▪ Implement pedagogical programs that have passed through the academic consultative process.
• The University would notify a Unit 18 member if an in-person course is going to become an online course and would bargain with the UC-AFT as to whether it is appropriate for the class to be taught online. Online enrollment would not exceed caps for in-person courses.
• Work would first be offered to Unit 18 members based on seniority as well as to Unit 18 members who have less than a 100% appointment.
• All departmental, college, campus, and systemwide committees pertaining to teaching, instructional, pedagogical, and/or curricular matters would include representatives who are Unit 18 members. These representatives would be fully participating members of the committee with voting rights and any other rights enjoyed by other members of the committee. Unit 18 members would be eligible to participate as voting members in faculty meetings at the same time and in the same manner as Senate faculty. Participation would be compensated.

**Compensation-Summer Session.** While the UC-AFT has not passed a salary provision to date, it has sought changes to Summer Session appointments, seeking DCP retirement contributions, and service
credit towards continuing status for service during the summer. Summer Session Unit 18 members would receive, for teaching the same course, the same compensation they received during the academic year.

Benefits. The following is a list of major requests from the UC-AFT for changes to benefits.

- All Unit 18 members would be members of UCRP and receive health and welfare benefits regardless of percentage of appointment. If there is an increase in the health care premiums because of increase in salary, the University would make up the difference if the result was a reduction in pay.
- Unit 18 members would be eligible for housing programs that are available to Senate Faculty and receive the same priority for housing.
- Eligible Unit 18 members would receive up to $1,100 per quarter or $1,650 per semester for childcare expenses.
- Leave benefits would be increased:
  - Reduction in the number of hours required for Family Medical Leave (FML) eligibility;
  - Increase from 12 to 24 weeks of annual FML leave;
  - Six months of paid parental leave;
  - Active Service Modified Duties (ASMD) and Paid Medical Leave regardless of appointment percentage, and ASMD would include course release;
  - Fourteen days of paid bereavement (currently 3 days);
  - Academic leave of 3 quarters/2 semesters (modeled after sabbatical leave); and,
  - Fellowship and exchange leave (unpaid but UC would continue to pay for benefits).
- If medically separated, a Unit 18 member would receive 12-months pay.
- All Unit 18 members would receive parking passes regardless of appointment percentage or length of appointment; the parking permit costs would be variable depending on the Unit 18 member’s salary.
- Any changes to parking or transportation programs must be bargained with the AFT. If the AFT does not agree, the changes could not be implemented.
- Moving expenses would be required for any move over 50 miles.

Other. A variety of other issues are being bargained and the UC-AFT has proposed the following:

- The academic freedom policy itself would be subject to bargaining with the union.
- The UC-AFT would delete the No Strikes article to permit strikes at any time.
- The UC-AFT would set a special definition of sexual harassment, as well as timelines, that are not consistent with the University’s SVSH policy.
- A private office would be provided for every Unit 18 member, regardless of appointment percentage, with space large enough for five chairs.