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Panel: Transformational Bargaining: How the Lecturers' Union at the University of Michigan Built Sufficient Power to Dramatically Improve Member Compensation

Kirsten Herold
University of Michigan

Ian Robinson
University of Michigan

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**Transformational Bargaining:
How the Lecturers' Union at the University of Michigan
Built Power to Dramatically Improve Member Compensation**

DRAFT

**Paper prepared for the 46th Annual National Conference of the
National Center for the Study of Collective Bargaining in Higher Ed and the Professions
CUNY Graduate Center, New York City, April 7-9, 2019.**

Kirsten Herold (LEO VP) and Ian Robinson (LEO President)

Introduction

For the growing group of contingent nontenure track faculty in higher ed, organizing a union and bargain collectively has been a powerful way to improve abysmal working conditions. Every time a union goes into contract negotiations, it is with hopes of making substantial gains for our members. Often those goals are only partially met. However, in LEO's most recent negotiations (2017-18) we were able to make substantial gains in both salary and benefits. We are here to tell you how we did it.

We will start with some quick background about our union, so you will have the context for what happened this time. Then we will examine the factors that made the difference in this round of bargaining. Some of those may be unique to our institution, but we hope that some of our innovations will be applicable to your local context.

Historical Background

The Lecturers' Employee Organization (LEO) represents approximately 2,400 nontenure-track faculty, part-time and full-time, on the three campuses of the University of Michigan (Ann Arbor, Dearborn and Flint), with approximately 1,600 of them teaching in any given semester. LEO was built through an intense organizing campaign, financed by the American Federation of Teachers-Michigan and the national. The campaign, begun in 2001, culminated in May 2003, when LEO won its certification election with 82.4% of the vote.

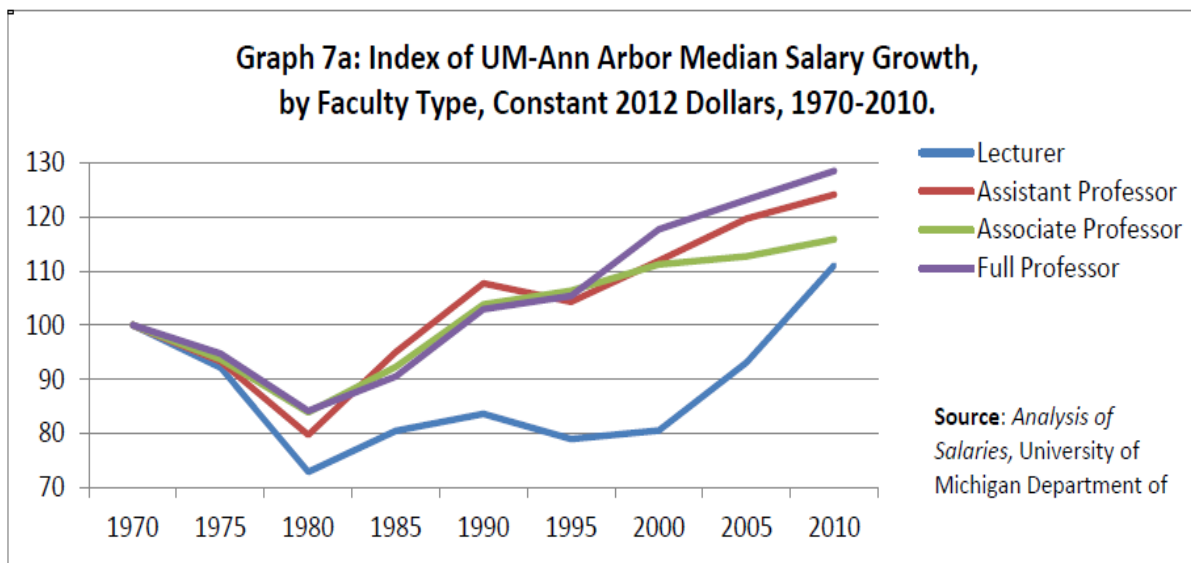
It was high time for a union. As **Graph One** shows, even as the share of Lecturers at UM grew steadily, real salaries had been falling.¹ By the time LEO formed, the full-time rate for janitors – who were represented by a union – was higher than that of foreign language teachers in Flint and Dearborn. The sharp uptick in the median full-time salary rate of Lecturers after 2000 reflects the positive impact of LEO and collective bargaining, but two rounds of bargaining (2007 and 2010) barely moved nontenure-track faculty beyond their 1970 levels in real dollar terms.

LEO's organizing campaign created strong volunteer organizing committees in Ann Arbor and Dearborn (and some structure in Flint) from which many of the union's leaders emerged. It also gave LEO a high level of member commitment and mobilization capacity going into the first round of collective bargaining with the University of Michigan. Members were excited and optimistic about what the union could achieve. It took a one-day strike – something that was illegal for all public sector education employees – but our first collective agreement achieved major gains: salary increases for Flint and Dearborn; year-round benefits, including summer health insurance; and 3-year contracts for people with at least five years of service. There was also a structure of 4 years of service, then a major review, leading to a 3-year contract and a 7% bump, repeated three years later, with a presumption of renewal.²

¹ Graph One was Graph 7a in a study that LEO commissioned prior to our fourth round of collective bargaining. The study, released in December 2012, was called "[Teaching Equality: What the Principle of Equal Pay for Equal Work means for Lecturers at the University of Michigan.](#)"

² For an overview of our first round of bargaining and what was achieved at that time, see Jenet Kirkpatrick and Ian Robinson, "Fighting to be Fired (But only with Just Cause): The Unionization of Nontenure-Track Faculty," *Dissent* (Winter 2005), pp. 19-24.

Graph One: Index of UM-AA Median Salary Growth by Faculty Type, 1970-2010.



Gains in the next two rounds of bargaining (2007-10 and 2010-13) were primarily in the areas of benefits, job security, and performance reviews, with very little progress on salaries. Thus, in the 2012-13 academic year, the minimum for full-time, entry level Lecturers in Ann Arbor was only \$33,300, and many were hired in at this minimum. In Dearborn, the corresponding figure was just \$27,300, and in Flint, \$26,300. The union found it more difficult to maintain levels of member engagement and to recruit new leaders, as members' sense of what could be achieved through collective bargaining became more modest.

Going into our fourth round of bargaining, which we began preparing for early in 2012, we understood that improved salaries had to be our number one priority. We formulated a complex and ambitious proposal tying lecturer pay to the teaching component of tenure-track pay. However, we faced a number of challenges. The proposal was, honestly, too complicated, and we had trouble convincing our members that such an ambitious ask was feasible.

We were struggling with these challenges when we were side-swiped by the passage of so-called Right to Work (RTW) legislation on December 11, 2012 during the lame duck session of the Michigan legislature. If most service fee payers chose to pay nothing, the union would take a substantial financial hit – we estimated somewhere between 25% and 33%, even if current members chose to remain members. Much more pessimistic scenarios, including what had happened in Wisconsin (which was much more than RTW), were also bandied about. The RTW law did not take effect until March 28, 2013. If LEO signed a collective agreement before then, the “service fee” provisions of our contract would remain in place for the life of the agreement. There was therefore a powerful incentive to (a) sign an agreement before March 28, and (b) make that agreement last for longer than the usual three years.

If most LEO members had been willing to support a strike, we could have set our own strike deadline – well ahead of March 28 – without relinquishing control of our agenda. But our assessment was that most members would not support such action. Absent that option, the new legal / political context dramatically increased the Administration’s bargaining power, because management could control the pace of negotiations, ensuring that we did not have an agreement by the March 28 deadline unless we abandoned our salary proposal. This put LEO in the weakest bargaining position the union had ever been in. The result: after much discussion, we abandoned our demands for substantial increases in return for a five-year agreement, signed on March 1, 2013, ahead of the RTW deadline.

Management was not reluctant to use this power. Week after week we received salary offers of **zero percent raises** for three years, and by the time we settled, with a five-year agreement, in Ann Arbor, there were no raises at all in the first year of the agreement, followed by 1.5%, 2%, 2% and 2.75% in the final year³ while Flint and Dearborn remained tied to tenure-track raises. The story with entry-level minimums was even worse. After five years, the minimum salary for full-time, entry level Lecturers would increase just 3.6% to \$34,500 in AA, by 3.7% to \$28,300 in Dearborn, and by 3.8% to \$27,300 in Flint. The real dollar value of these increases was about negative 4 percent.

The fourth round of bargaining left a bitter taste in the mouths of LEO leaders and members. People felt disrespected, which caused a lot of residual anger, both at LEO and at Admin. Going into bargaining in the fall of 2017, We knew that if we were to survive as a union we had to make big asks and have the leverage to achieve them. And in the end we did.

The 2017-18 Bargaining Round

At the outset of bargaining, their bargaining team told us that our collective agreement was “mature” and they liked it just the way it was. They later told LEO bargaining team members that they had been given them \$3 million to bargain with. In the end, our gains were worth about \$16 million, with substantial raises to the starting pay, as well as “equity raises” based on years of service for existing lecturers.

What changed was LEO’s bargaining power. Union bargaining power is a function of three things: (1) the wider economic and political context, (2) the resources available to LEO, and (3) the strategies about how best to use those resources.

The political context of the 2013 round of collective bargaining was the recent passage of the RTW law and the fact that it would not take effect until late March. The state political context of 2017-18 was still unfriendly – anti-union Republicans continued to hold the House, Senate and Governor’s office, and Supreme Court in Michigan – but this time no legislation came out of Lansing to derail LEO’s bargaining power and agenda this time around. And the national context, widely covered and supported very successful teachers’ strikes in West Virginia and elsewhere, made our members more willing to get involved in our campaign and optimistic about our potential to win major improvements.

³ Over five years, compounding, this amounted to an 8.5% raise. Inflation over those years was about 8.1%. So, in real dollar terms, Ann Arbor Lecturers saw an increase of 0.4%, less than one tenth of one percent per year. In contrast to Ann Arbor, salary increases in Flint and Dearborn were linked to TT faculty raises, which turned out to be somewhat better for them.

What mattered most this time was union strategy – specifically, our decision to change a number of traditional union practices to increase the power resources available to LEO and/or to make more effective use of existing power resources. The five boxes on the left-hand side of Figure One, below, identify the most important of those changes. The arrows flowing from these strategic innovation boxes trace the impacts of these changes. The next – and largest – section of the paper will run through each of the five major changes we made (left-hand column of **Figure One**, below), tracing the impacts of those each of those changes in five subsections.

Innovation 1: Raising Member Expectations

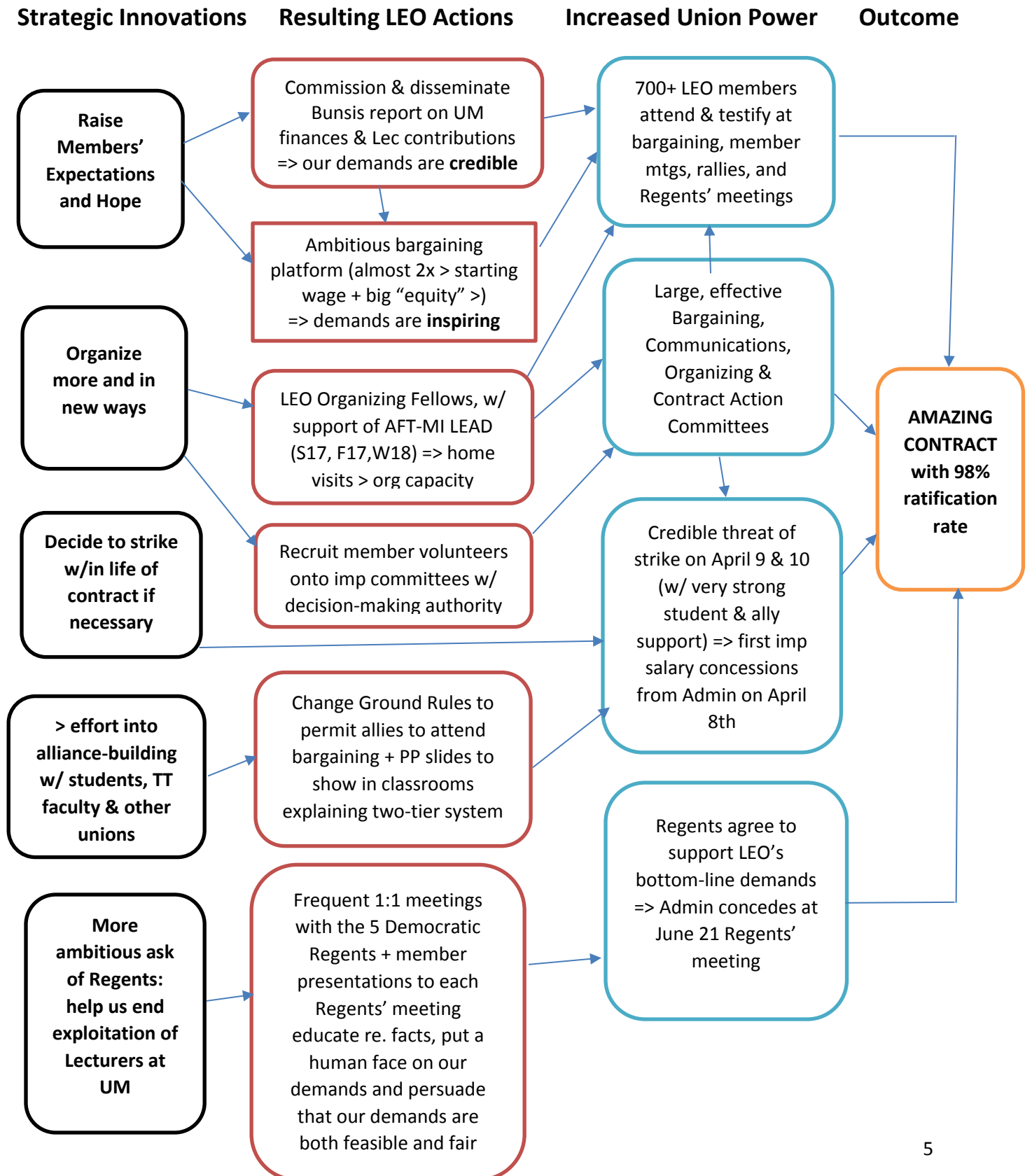
We all understood that to survive as a union we needed to make drastic improvements in pay. We also knew from members that they were finding it impossible to live on the entry level salaries, and that many excellent lecturers would leave the U after a year or two. However, not surprisingly, we did not all agree -- both in terms of the initial ask and final bottom lines. We understood the tension: if we aimed too low, members wouldn't be excited, and we would be trapped in a self-fulfilling prophecy. On the other hand, if we aimed too high, and hopes were dashed, members would be disillusioned with the union and with collective bargaining.

In the end, those arguing for raising expectations through bigger bargaining asks prevailed. LEO went into the 2017-18 round of bargaining with demands for minimum full-time salary rates of \$60,000 in Ann Arbor and \$56,000 in Flint and Dearborn – almost double current levels on all three campuses. Because such a dramatic increase in the minimum would result in substantial salary compression, LEO also made a novel ask for “equity” increases of \$1000 per year of service. We also sought to expand benefits eligibility for part-time lecturers, and an optional additional title of teaching professor to help departments recruit more highly qualified professionals.

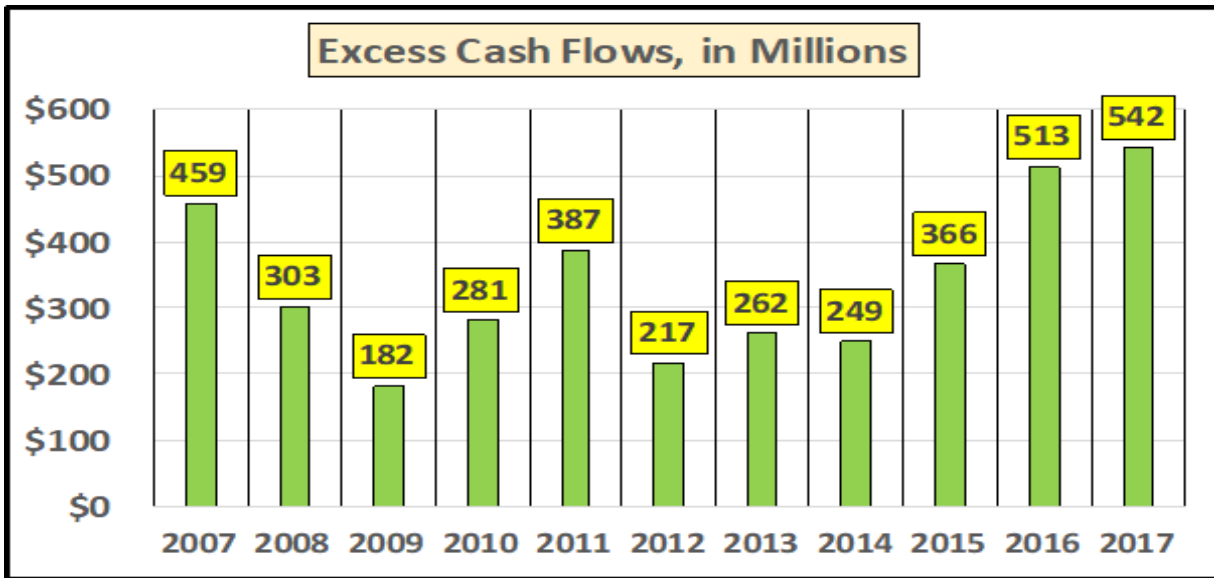
Agreement on more ambitious bargaining goals was made easier -- both for the team that developed the platform, and for the members who ratified it at our Fall 2017 Convention -- by the analysis of the University of Michigan's ability to pay developed by EMU Accounting Professor Howard Bunsis. Bunsis argued that it was essential to look at audited financial reports, rather than budgets: the former documented actual spending, while the latter were only projections. Moreover, the former can show a surplus or a deficit, while the latter always balance! Bunsis' analysis showed that UM had been running massive surpluses every year for the last 10 years (see **Graph Two**, below). In 2016, the last year for which data were available when our Convention ratified our bargaining platform, UM had excess cash flows of \$513 million. Knowing this had a big impact on LEO members' assessment of UM's ability to pay us better.⁴

⁴ Graphs Two and Three were prepared as part of the handout developed for our fifth round of bargaining. This handout, derived from the Bunsis report as supplemented with our own research and analysis, was shared with members at our Annual Convention, and with members and allies, including the Regents, thereafter.

Figure One: Key Elements of LEO’s 2017-18 Contract Campaign

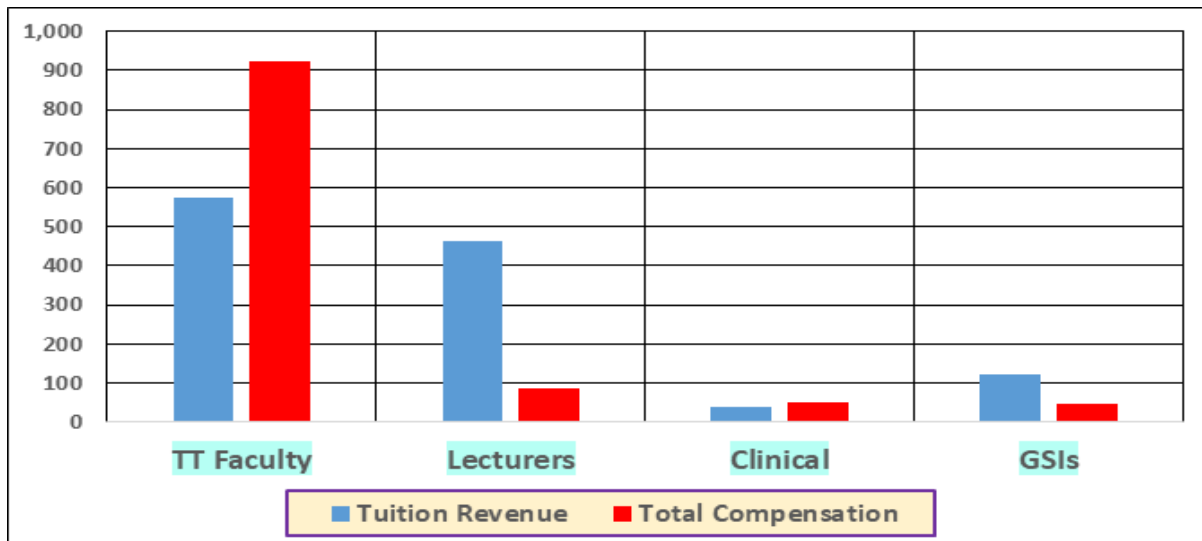


Graph Two: UM Excess Cash Flows, 2007-2017.



The Bunsis report also estimated the tuition revenues generated for UM by Lecturers' teaching, compared to the total compensation costs of Lecturers, and the surplus represented by the difference between the two. **Graph 3**, below, shows the results: in the 2016-17 Academic Year, Lecturers on the three campuses of generated about \$462 Million. After subtracting total compensation costs of \$85 million, that left a surplus of over \$377 Million. This number also had a big impact on LEO members, since it implied that even if the university was not generating an overall surplus, it could afford to let us keep a somewhat larger share of the funds we generated. Shouldn't the professionals whose work constituted one of the core missions of the university be compensated more fairly? Armed with this information, our members felt justified in backing the bargaining team's demands.

Graph Three: Tuition Revenue vs. Total Compensation, UM Faculty (\$ Millions), 2016-17.



Bargaining demands that were both inspiring and credible motivated higher levels of membership engagement than we had seen in a long time. Coupled with outstanding organizing (to which we now turn), this resulted in more than 700 LEO members participating in some combination of collective bargaining, Regents' meetings, rallies and marches, an office occupation and membership meetings. The fact that we fed our members a decent lunch every week also helped improve bargaining attendance. ☺

Innovation 2: Organizing More and in New Ways

Raising member expectations was not sufficient to get members actively engaged. For that, we needed top-notch organizing. Knowing that we had to go big or go home, the Union Council decided that it would invest heavily in organizing. This meant hiring more full-time organizers than we had employed to support previous bargaining campaigns and experimenting with part-time member organizers.

The first and perhaps most important change we made was hiring a truly exceptional lead organizer, who had worked on campaigns in diverse sectors and taught organizing for the AFL-CIO's Organizing Institute and in other contexts. Her diverse background, together with a creative imagination and a 24-7 commitment to the campaign, made her a source of many new ideas, and the skills and energy necessary to bring those ideas to fruition.

We also fired two ineffective part-time organizers, while retaining one very good full-time organizer. We replaced the two part-timers with three full-timer paid organizers. None of the three had prior experience as labor organizers. However, they were smart, motivated to work hard, and brought a lot to the work from their previous experiences. With five highly effective full-time paid organizers in place by the middle of the Winter 2017 term, we had more than doubled our real organizing capacity.

Our next important organizing innovation was the decision to launch the LEO summer fellows program. Supported with money and training by AFT-MI, this program recruited LEO members who showed promise as leaders in their units, paying them \$18 an hour for 20 hours per week for eight weeks. Part of that time went to training and workshops; the rest to practice: on campus one-on-ones where these were possible, but mainly, house calls. Our new Lead Organizer had used house calls as the backbone of some of her past campaigns; LEO had not done them since the final months before our certification vote. But our research showed that about two thirds of the Lecturers in the bargaining unit who were not members had never talked to an organizer and had defaulted into fee-payer status. With our 65% membership percentage, we hypothesized that a similar share of fee-payers would become members if we could meet with them. We decided to try summer home visits by paid organizers, combined with our six organizing fellows and a few volunteer leaders.

The program was a big success. We reached both members and non-members over the summer. Our members very much appreciated the extra trouble we had taken to drive to their homes, and invited us in for longer conversations than were usually possible. Non-members, too, were usually willing to talk and we found that they did indeed become members at about the expected rate. Even more important, the organizing fellows program produced a number of members who became skilled organizers and discovered that they derived a lot of satisfaction from this work. Most went back to their units, where they became volunteer organizers and leaders. The next generation of LEO leadership has

come from these fellows. We judged the organizing fellows program to be so successful that we started another round in the Fall 2017 term and another in Winter 2018 and will be doing it again in Summer of 2019.

Expanded paid organizers, supplemented by three cohorts of organizing fellows, supplemented by volunteers recruited from the organizing outreach of the first two groups meant that we were able to construct vibrant committees that combined a few veterans with a lot of newly involved members. One of our new organizers helped to anchor a **Communications Committee** that produced sophisticated, distinctive logos, pins and signs; revamped our website and social media in general; and produced PowerPoint slides that we circulated to members and allies to educate themselves and their students as to political economy of the university that their tuition did so much to fund. We made videos and other programming, which we paid to boost on FB. Some of those had well over 10,000 views which created a real buzz around the campaign.

Likewise, we recruited a robust and very representative **Bargaining Committee**, which divided into subcommittee which developed different aspects of the bargaining platform (salary, benefits, appointments, etc.) and subsequently presented them in bargaining. Having only 3 veteran bargaining team members empowered members new to the bargaining process to take real ownership and responsibility in the bargaining. We also benefitted greatly by having a very strong bargaining team manager (one of the veterans).

Finally, a **new Contract Action Team (CAT)** emerged, preparing for a strike and organizing an afternoon-long occupation of the Provost's Office. Student supporters were a critical part of the CAT's work, devoting countless hours to sign and banner making, reaching out to fellow students to sign them up for picket shifts, and much more.

Innovation #3: Organizing the Solidarity of Students, TT Faculty, other Unions, and Elected Officials

Lecturers have very strong relationships with -- and enormous good will and support from -- the students they teach and mentor. It is another matter, however, to educate our students about how the current system exploits NTT faculty, and so, to equip them with the information that they need to become effective, even militant allies in our cause, and to create concrete tasks that build the power of the organization. It was these additional steps that LEO took in this round of bargaining that turned the solidarity of our students from a potential power resource to an actual one.

One of the most important things we did early on was to assign one of our new full-time organizers, herself a recent university graduate, to build ties with student organizations that were likely to support the Lecturers' cause. She was very good at making and developing these connections, through her meetings with about 80 student organizations. To build student support beyond the circle of activists in existing pro-labor student organizations, we called upon our Communications Committee to develop a short set of PowerPoint slides that could be shown in the ten minutes of "Michigan time" before the start of classes or shared with students outside of the classroom in other ways. These slides laid out current Lecturer pay, how easy it would be, given its huge surplus, for the UM to pay us fairly, and our key demands. Our students were stunned to learn how badly most Lecturers were paid and wanted to help.

We offered students a number of ways to help. One was to reach out to other students in class visits, where these were permitted by professors, to spread the word. Another was to sign up for one or more picket shifts in the event that we had to go on strike (more on this possibility below). This latter option was very popular. By the time our strike deadline approached, it appeared that we would have more Lecturers on our picket lines than we had in 2004, and that we would have at least as many students as Lecturers on those lines. Students also spoke on our behalf at Regents' meetings and to admin's bargaining team.

We also reached out to the tenure-track (TT) faculty. By April, we had reached about 100 TT faculty who were willing to take some form of action on our behalf -- sign onto a petition, speak to the Regents, put a LEO poster on their doors, allow a student to speak about the issues in their class, agree to join us on the picket lines in the event of a strike. Some of our TT allies agreed to be videoed and provided compelling testimony about the value of the work that Lecturers do in their departments and the justice of our demands, materials that we posted (along with student and Lecturer testimonies) on our social media.

We worked closely with other unions -- both those representing other UM employees, and those (such as the building trades unions) that do vital work for UM. The building trades respected our picket lines in 2004 and went without a day's pay to support us back then. We did not want to call upon our brothers and sisters in the trades to make such sacrifices again unless absolutely necessary, but the Huron Valley Area Labor Federation, AFL-CIO, kept them -- and its other 30+ affiliated -- updated on negotiations, just in case. Leaders from UM's nurses' and teachers' unions (UMPNC and AAEC respectively) came to our rallies and the two bargaining sessions that were open to community allies.

We derived great benefit from AFT-Michigan as well. Its political connections were very important in building support for LEO's demands among the University of Michigan Regents. As well, AFT-Michigan reached out to pro-labor electeds at the state level to inform them of what was at stake and ask for their support. All of the state Representatives and Senators whose districts included one of the three campuses of the University of Michigan signed a strong letter of support directed to UM President Schlissel, as did all of the Democratic Washtenaw County Commissioners, who had been informed of the situation and encouraged to take this action by the Huron Valley Area Labor Federation, AFL-CIO. These communications signaled to Administration that political networks that they cared about were supporting our demands. Finally, we learned a lot from AFT-MI's LEAD program, which helps locals to think more strategically about organizing and bargaining campaigns in the RTW era. We found the experiences of GEO, EMU-FT and the Lecturers at Wayne State, all of which participated in the LEAD program when we did, particularly relevant and useful.

Innovation #4: Preparing to Strike within the Life of the Contract if Necessary

Our Contract Action Team was preparing for a strike in early April 2018 because LEO members decided that, if necessary, they would strike before the contract expired. That was the fourth important strategic innovation in this round of bargaining.

LEO struck for one day during negotiations for its first collective agreement, despite the fact that strikes by public education employees are illegal in Michigan. Such an act of civil disobedience against a law that is, in our view, unjust, was not particularly controversial among our members. It was,

moreover, successful in securing significant progress at the bargaining table. In that first round of bargaining, LEO had no collective agreement, and so, was not subject to a No Strike clause. In subsequent rounds, however, we were bargaining in the final months and days of collective agreements that included such a clause. These agreements were timed to expire in April, with another month lag time before a strike could be called. These dates rendered the strike threat ineffective, unless we were prepared to strike within the life of the contract or continue bargaining into the Fall.

We did not think that violating the contract is a small thing, but given the lack of progress at the bargaining table and the wishes of our members, we felt that we had to do it. This was no bluff. We prepared for a strike with the expectation that it might prove necessary, and that if it did, and the members authorized it, we would go forward with it. Having a credible strike threat made a real difference at the bargaining table. We announced, well in advance of the deadline, that a two-day strike would begin on April 9th unless sufficient progress at the table was forthcoming. In bargaining on the weekend of April 7 and 8, with the strike set to begin early Monday morning, the Administration for the first time put forward an offer that included equity payments for longer-serving Lecturers.

In the judgment of the bargaining team, LEO leaders, and the members in the room that night, the Administration's offer was not good enough to warrant signing a tentative agreement and recommending the offer to our members in a ratification vote. However, a majority of those present believed that the Administration had made a good faith effort. Most of us also believed that the President and the Provost, who determine the amount of money that the Administration bargaining team had to work with, were unlikely to increase that amount by much in response to a two-day strike. In our judgement, most of what could be achieved with a two-day strike had already been gained by the credible threat of such a strike. An open-ended strike would have been another matter, but we did not think that our members would support such a strike so late in the term, due to its impact on their students. Beyond that, we recognized that a high-profile strike might have served as the pretext for changes to the Public Sector Relations Act by the Republican-dominated state legislature and Governor Snyder that would damage all higher ed locals (eg., an end to automatic dues deduction, outlawed in the K-12 sector in 2011).

And we did have other cards to play. The first of these was the support we were building with the Regents, who vote on the budget at the June Regents' meeting. More on this in the next section. The second card, which we would consider playing depending on what our work with the Regents was able to achieve in June, would be to carry on bargaining in July and August -- by which time the contract would have expired and we would be in a position to strike without violating the no strike clause -- and set a deadline for a strike in the early Fall. Fortunately, that did not become necessary.

Innovation #5: Expanding Regent support to include the goal of ending Lecturer exploitation

Under the Michigan constitution, the eight Regents of the University of Michigan (and their counterparts at Michigan State University and Wayne State University) are chosen by the people of Michigan, on a partisan basis, in state-wide elections. Organized labor -- and particularly the UAW and AFT-MI -- play an important part in determining which candidates for Regent are selected by the Michigan Democratic Party. As a result, the Democratic Regents at the University of Michigan typically have pro-union values and personal relationships with labor leaders. The November 2016 elections resulted in five Democratic Regents and three Republicans. We believed that, if presented with solid

evidence about just how bad things were for many Lecturers, and how easily the University could afford to make things right, the Regents could be powerful allies in our fight for fundamental change in the way UM Lecturers were treated.

UM Regents had helped LEO and other campus unions before. In 2003, when the boundaries of our bargaining unit were being argued, the Regents told the Administration to accept the definition of the bargaining unit that we proposed, rather than going to the Michigan Employee Relations Commission (MERC) to try to force us to organize a much bigger bargaining unit. These Regents argued, rightly in our view, that bargaining unit definition should not be used as a tool to reduce the odds that a large group of Lecturers -- about 1,400 at the time -- with a strong community of interest would win a certification election. The Regents also weighed in, some years later, in support of LEO to secure back-pay for many of our members after we proved that one of the university's biggest units in Ann Arbor had been playing a shell game with how they accounted for TT faculty salary increases, with the result that LEO members got smaller raises than TT faculty, contrary to the provisions of the contract. The Regents also overrode former President Mary Sue Coleman when she decided that graduate research assistants were not employees and therefore could not organize.

However, prior to this round of bargaining, LEO had been reluctant to ask the Regents to support such large demands in collective bargaining. We knew that the Administration was likely to push back against such support, arguing that these matters had been delegated to, and should remain solely in the hands of, the Provosts on each campus to whom their bargaining team reported. But from our point of view, the Regents were elected to set the mission and top priorities of the University on behalf of the people of Michigan. It was their duty to assert their authority when a core element of the mission -- quality undergraduate education -- was at stake.

Small groups of LEO leaders and members were in touch with repeatedly with each Regent who was willing to meet with us, explaining our bargaining objectives, and why we thought the current system was fundamentally unjust and exploitative. We shared highlights of the Bunsis report demonstrating that the University of Michigan had more than enough resources to meet our demands, on all three campuses, without any need to raise tuition. Even more important, Lecturers shared their personal stories of trying to live and raise families on full-time salaries (in Flint and Dearborn) below \$30,000 a year, in private meetings, at Regents' meetings, and through testimonials at rallies and videos deployed in social media. It was a sustained and relentless process of relationship-building and regular information sharing.

At the June Regents' meeting a FY 2019 budget was passed that met our bottom-line demands. In getting to that bottom-line, we felt we had to concede a number of important demands, including parity in minimum pay rates across the three campuses, and units' right to decide whether they would use titles like "Teaching Professor" for Lecturers. But, because of the innovations outlined in the Figure One, culminating in the boost from the Regents in June, we won amazing improvements, the most important of which were:

1. Increases in minimum starting salaries of 45% in Dearborn, 48% in Ann Arbor, and 50% in Flint by the third year of the agreement;
2. "Equity" raises to base pay for those above the new mins with at least three years of service, ranging from \$3,700 to \$12,500 in Ann Arbor, and from \$3,000 to \$10,350 in Flint and Dearborn;
3. Raises of 4% for those who did not enjoy larger gains under (1) or (2);

4. Part-time Lecturer appointments will be averaged over the Fall and Winter terms, resulting in benefits eligibility in both terms for many who formerly lost it in one of the two terms (e.g., someone with a .33 appointment in Fall and .67 in Winter was previously covered only in Winter but now in both);
5. Continued benefits for Lecturers taking a one-term unpaid leave (aka sabbatical lite); and
6. Funding to support Lecturer training to make syllabi and class process more inclusive.

Details on these and other gains may be found in the four-page Appendix below. A lot of members were unhappy about the continued disparities between Flint and Dearborn salary rates and those in Ann Arbor, and that fight is far from over. But the vast majority of members recognized that the magnitude of the gains we had achieved together warranted their support. They ratified the tentative agreement – with 98% voting in favor -- a few weeks later.

Conclusions

The gains just summarized were transformative in three senses. For many of our members, they were large enough to change their lives and the lives of their families. When we asked members, during the ratification vote process, what the contract meant for them, one Flint member talked about now having the extra money she required to send her autistic son to a school that could respond adequately to his needs and potential, something that their local public school lacked the resources to do. Others spoke of putting down payments on houses or paying down student debts, finally buying a new car, or contributing to their retirement at higher levels. Our sense of our collective power -- what we can do when we work together to advance morally compelling goals with a well-designed strategy -- increased substantially in the process.

A second important transformation is still under way, but began with this round of bargaining. Our gains, and any future reduction in cross-campus inequality, require that we change the budget model that the University of Michigan has been using since the 1980s. In that model, each campus budget is treated as a silo, and Ann Arbor transfers nothing to Flint and Dearborn, even when their need is dire and the university as a whole is running a massive surplus. In the last few months of bargaining, we were repeatedly told that, while some improvements might be possible for Ann Arbor Lecturers, there was no money left for improvements in Flint or Dearborn. That was not acceptable to our members and no tentative agreement that did not include substantial increases across all three campuses would have been ratified. LEO is now part of a coalition of undergraduates, grad students, tenure-track faculty, campus unions and elected officials committed to the “One University” campaign to get more resources for Flint and Dearborn, to equitably support all UM students and faculty.

These transformations were possible -- and, in the case of the One University campaign's objectives, hopefully will occur -- because of another kind of transformation: deliberate changes in how LEO operates that, taken together, substantially increased LEO's bargaining power vis-a-vis the Administration. Some of those changes, such as the increased commitment to organizing increased our power resources, and gave us higher levels of ongoing participation from an expanded number of members. Our expanded committees gave talented members the space to make contributions far beyond what paid staff and elected leaders could do on their own. That talent had always been there, but we had not before been able to harness it on such a scale. The Bunsis report, and the

Administration's inability to refute it, gave unprecedented authority to our statements about what the university could afford – such credibility with members and the community alike was an important new resource.

Others changes made more effective use of resources that had been there all along (e.g., the Regents' potential support for pay increases large enough to reduce Lecturer exploitation substantially). And they would not have been such strong allies if our members had not come out so strongly in support of our bargaining demands; close to 75% of our members participated in some way in the campaign. Taken together, these changes have transformed the lives of our members and our union. Given the importance of the work we do, changes of this magnitude have also transformed our university.

Appendix: Gains in LEO-UM CBA, 2018-2021

Salary

Minimum Salaries

Year	Title	Ann Arbor	Dearborn	Flint
Current	Lecturer I/II	\$34,500	\$28,300	\$27,300
	Lecturer III/IV	\$36,500	\$32,300	\$31,300
9/1/18	Lecturer I/II	\$48,000	\$38,000	\$38,000
	Lecturer III/IV	\$50,000	\$40,000	\$40,000
9/1/19	Lecturer I/II	\$49,500	\$39,500	\$39,500
	Lecturer III/IV	\$51,500	\$41,500	\$41,500
9/1/20	Lecturer I/II	\$51,000	\$41,000	\$41,000
	Lecturer III/IV	\$53,000	\$43,000	\$43,000

Equity Adjustment

Effective 9/1/18, Lecturers will receive a one-time adjustment to their full-time rate (FTR) based on years of service:

	Ann Arbor	Dearborn and Flint
Passed one Major Review and <11 years	\$3,700	\$3,000
Passed two Major Reviews and <11 years	\$6,500	\$4,500
11-13 years	\$8,000	\$5,400
14-16 years	\$9,500	\$6,750
17-19 years	\$10,500	\$8,100
20-22 years	\$11,500	\$9,450
23+ years	\$12,500	\$10,350

For FTR of \$80,000 and lower, 100% of the equity adjustment will be added to FTR.

For FTR of \$80,001 and above, the equity adjustment amount in the above table will be split between an adjustment to FTR and a lump sum:

Salary	Adjustment to FTR	Lump Sum
\$80,001-\$85,000	90%	10%
\$85,001-\$88,000	75%	25%
\$88,001-\$90,000	60%	40%
\$90,001-\$92,000	45%	55%
\$92,001-\$94,000	30%	70%
\$94,001-\$96,000	15%	85%
\$96,001+	0%	100%

Alternative Minimum Annual Increase for 2018-19

Effective September 1, 2018, all Lecturer full-time salary rates on the Ann Arbor, Flint, and Dearborn campuses shall increase by 0% with the following exceptions: if a Lecturer's combined equity adjustment and increase to the minimum salary results in an increase less than a certain percentage, that Lecturer's increase to their full time rate shall be increased to that percentage, based on their full-time rate:

- 4% for Lecturers whose FTR is \$75,000 or below in Ann Arbor.
- 3.25% for Lecturers whose FTR is \$75,001 and above in Ann Arbor.
- 4% for Lecturers whose FTR is \$60,000 or below in Dearborn and Flint.
- 3.25% for Lecturers whose FTR is \$60,001 and above in Dearborn and Flint.

Adjunct Lecturers will receive the 4% or 3.25% alternative raise instead of an equity adjustment.

Annual Increases 2019-20 and 2020-21

Effective September 1, 2019 and September 1, 2020 all Lecturer full-time salary rates at the Flint and Dearborn campuses shall increase by the average annual percent increase, excluding retention, promotion, and equity increases, for tenured and tenure-track faculty as set forth by the provost at each campus, but in no case shall the annual increase be less than 2.0 %.

All Lecturer full-time salary rates at the Ann Arbor Campus shall increase as follows:

- September 1, 2019: 2.5 %
- September 1, 2020: 3 %

Appointments

- If a Lecturer's actual appointment exceeds the effort outlined in their appointment letter for 4 semesters, the Lecturer can request a special conference to determine whether a revised appointment letter is needed.
- If a current Lecturer applies for an LIII position and possesses all the required qualifications, they will receive an interview; and, if they do not get the position, they can request a written explanation why the application was unsuccessful. Outside hires for LIII positions must possess all required qualifications. This will make deliberate passing over of internal candidates less likely.
- We strengthened existing language about moving part-time Lecturers to full time. If a position is to be posted, the academic unit must notify all current part-time and laid-off Lecturers four business days before posting. The unit may decide to offer the position to such a Lecturer without posting.
- If an LI or LII has been assigned significant and ongoing administrative and/or service duties for at least four out of the last six Fall and Winter semesters, the Lecturer may request a Special Conference to determine whether or not a re-classification of the position to Lecturer III or IV is appropriate. If the Union believes an academic unit is rotating administrative responsibilities among LIs or LIIs in order to avoid creating an LIII position, the Union may call a Special Conference in order to address the issue.

- LI appointments shall be for one year if the unit anticipates that there will be work for both semesters and if the Lecturer has taught for two consecutive semesters.

Performance Evaluations

- Lecturers may be reviewed while on lay-off or a leave of absence.
- Spring/Summer teaching can count toward time to review for the Ross School of Business
- The Continuing Renewal Review is now called the Continuing Review. They occur at the end of the contract following a Lecturer's second major review and every seven years thereafter. Passing the Continuing Review will result in an appointment with no end date; all Lecturers who have already passed at least one CRR will have their appointment converted to one with no end date.
- The Continuing Review will be conducted to advance the professional growth of the Lecturer. There will be a greater focus on pedagogical growth and future directions.
- The outcome of the Continuing Review will no longer be considered successful or unsuccessful. Rather, the Lecturer will either satisfy or not satisfy the criteria.
- Adjuncts and Intermittent Lecturers can request reviews after their fifth and ninth years of service, instead of the sixth and twelfth years.
- Low student evaluation response rate shall not in and of itself constitute grounds for an unsuccessful review.
- If classroom observations are part of a unit's reviews, the unit will contact the Lecturer to schedule the observation. If the unit intends to videotape the observation, faculty and students will be given one week's notice.
- Lecturers shall not be required to resubmit student evaluations and classroom observation reports in a major review (this will be implemented for the 2019-20 academic year).
- Resigning or retiring Lecturers will not be required to submit an annual report.
- Review committees will include at least one member from the Lecturer's discipline, or if the Lecturer is the only member of a discipline within a department, one member from the department.

Lay-Off and Recall

- If an AA LI or Intermittent has a Fall class cancelled after August 15, they will receive 17% of the pay they would have received. This date moved from 8/25 to 8/15.
- Any Lecturer who does not receive notice of cancellation for a Spring, Summer, or Spring/Summer class at least five business days before the first day of class will receive 17% of the pay they would have received. This deadline used to be on or after the first day of the class.
- Lecturers can reject three offers of recall before they lose recall rights. This moved up from two rejections of recall.

Benefits

- Lecturers who receive a partial lay-off will be informed that they may qualify for Employer contributions to health insurance under the Employer Shared Responsibility provision of the ACA.
- The Summer Benefits Bridge has expanded to include Lecturers with a benefits-eligible Winter appointment and a confirmed Fall benefits-eligible appointment.
- Within the Benefits Bridge program for all semesters, a Lecturer will be granted retroactive benefits if they receive late notice of the appointment that qualifies them for the Bridge program, once their full payment is received.
- Lecturers can receive a Child Care Leave of Absence or an FMLA leave if they assume the legal guardianship of a child under the age of six or of a child with a disability under the age of 12.
- An FMLA leave can start on the first day of teaching in a given semester, if requested by the Lecturer and at the discretion of the Employer.
- Lecturers who have completed at least two major reviews and are granted a discretionary leave for scholarly or educational reasons will receive one semester of Employer contributions to health benefits. This semester of benefits did not exist before.
- Paid bereavement time was expanded from three days to five days, if there are extenuating circumstances, such as travel.
- Lecturer appointments will be averaged over the Fall and Winter terms to maintain benefits eligibility. For example, a Lecturer with 75% effort in the Fall and 25% effort in the Winter would average to 50% for the academic year and maintain their benefits for the academic year instead of losing them at the end of the Fall term.
- We secured “me too” language for parental accommodation pay: paid leave for birthing parents who have not qualified for long-term sick and non-birthing parents. If the University establishes such a policy, Lecturers will receive the benefit to the same extent as tenured and tenure-track faculty.

Professional Development, Faculty Support & DEI

- The total amount of Lecturer Professional Development Funds increased on all three campuses.
- The maximum Lecturer Professional Development Funds a Lecturer can receive in an academic year increased from \$900 to \$1000.
- A new Lecturer Inclusive Teaching Professional Development Fund will run for three years. It stipulates \$13,000 for Ann Arbor and \$6,000 each for Flint and Dearborn in the first year. These totals go up by \$1000 each of the subsequent two years. A Lecturer can receive up to \$1000 in Inclusive Teaching Professional Development Funds. The committee for the program will include no more than two Lecturers appointed by the Union.
- All Lecturers will be listed publicly as faculty.
- The Collegiate Lecturer Program will be expanded to include one more Lecturer on each campus each year, and the awards will be evenly split between LIIs and LIVs.
- The Union and the University will meet in a Special Conference during the Fall 2019 semester to discuss the University’s progress in the mutual goal of improving the diversity of Lecturers.
- There will be a new procedure for the request and implementation of accommodations for Lecturers with disabilities that protects the privacy of the Lecturer and does not leave the decision about the accommodation in the hands of their supervisor.