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Bread and roses, and quality too: A new faculty majority negotiating the new academy

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*Bread and roses, and quality too:
A new faculty majority
negotiating the new academy*

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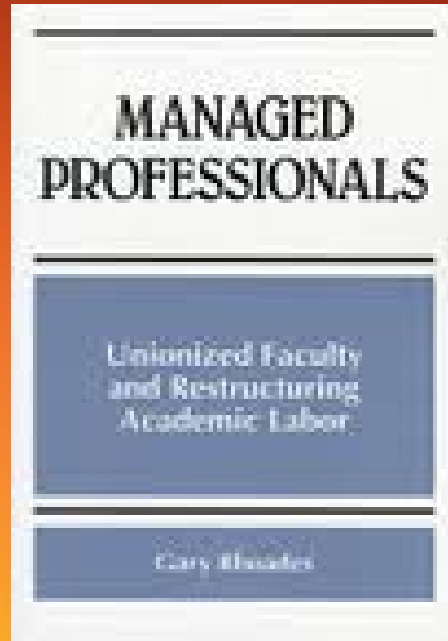
University of Arizona

Where I am coming from

- ◇ Professor who researches and writes about the restructuring of academic institutions and professions (Managed professionals, and with Sheila Slaughter, Academic capitalism and the new economy;
- ◇ Work with academic labor (New Faculty Majority), unions (AAUP, AFT, NEA, SEIU, UAW), and activist campaigns such as the Campaign for the Future of Higher Education.
- ◇ Work with management associations in academe: Association of Governing Boards and American Council on Education (serving on task forces with presidents and trustees), and National Association of College and University Business Officers.

Negotiating a new academy...

*Terms & conditions
salary structure,
part faculty,
retrenchment,
technology,
ownership/time*



*Strategies:
Bread & roses,
& quality too;
Coalitions with
(low-wage)
workers within &
beyond academe*

From “Managed professionals” to “Organizing professionals”

Class cancellation fees

- Incidence of the provisions in contracts of: Combined vs Part-time-only units, and of four-year vs two-year institutions.
- Pay/compensation type (flat, %, pro-rated) and amount.
- Timing of when the notice that is provided of cancellation triggers a fee.
- Rationales provided for class cancellation.

Incidence of the provisions

- Overall incidence is significant, but low (25%) of 240 cba's of combined & pto units.
- Incidence is far greater in the contracts of PTO units (42%) than combined ones (20%).
- In four-year insts, 15 such clauses (10 in PTO and 5 in combined).
- In two-year insts, 46 clauses (14 in PTO and 32 in combined).

Pay in contracts of 4 yr insts

- Variation in the compensation provided, but it is always minimal.
- Sometimes a % (e.g., 5%, but given pay per course avg of 3K that would be \$150).
 - A faculty member who has accepted an assignment to teach a credit-bearing course in accordance with the processes outlined in Sections 10-13 of this Article shall receive a cancellation fee of 5% (gross) of the established salary ... (University of Vermont, PTO)
- In some cases, a flat amount, mostly in low hundreds--highest were \$250 (Roosevelt U, PTO), and \$300 Connecticut State U, Combined).

Pay in contracts of 2 yr insts

- Again, limited. Two cases of pay being for one hour.
 - If a class does not have sufficient enrollment to continue within the first hour, the course is normally canceled and the faculty member will be paid for one hour. (Clatsop Community College, Combined)
 - E. If any required meeting is cancelled without prior notification, where the bargaining unit employee is not the cause of the cancellation, said employee(s) shall be compensated for one hour as provided in Article 21 -H-2a. (Chemeketa Community College, PTO)
- Also flat amounts: \$30 at Flathead Valley C.C. (Comb) and \$100 at two comb (Shoreline & Elgin C.C.) & two PTO (Sauk Valley & Coll of DuPage).
- Some for a % (5% at Tacoma C.C.; 8% at Seattle C.C., both combined units).

Timing in contracts of 4 yr insts

- As with pay, there is variation in the timing that triggers a class cancellation fee. But the amount of notice is always limited.
- In some cases, as with Conn State U, it is a short amount of time before classes (7 days).
- In other cases, the fee is triggered only if the class is cancelled on or after the day class starts.
 - If a class is canceled prior to the third class meeting, the temporary employee shall be paid for class hours taught. If a class is canceled after the third class meeting, the temporary employee shall either be paid for the remaining portion of the class assignment or provided an alternate work assignment. (California State University, Combined)

Timing in contracts of 2 yr insts

- Typically, the timing is a week or two before classes start, or after classes start.
 - The College may cancel a course any time prior to the first class meeting with no cost to the College. In such event, the adjunct who had been assigned will move to the top of the assignment roster from which he/she had been appointed for the next available course assignment. If the College cancels a course after the first or second class hour, the Adjunct will be paid 10% of what he/she would have received if the entire course was taught. If the College cancels a course after the third or fourth class hour, the Adjunct will be paid 20% of the money receivable for the entire course. If the College cancels a course after the fifth class hour, the Adjunct will be paid 30% of the money receivable for the entire course. In no event will an adjunct receive anything less than his/her pro-rated pay for all classes taught. (Onondaga C.C., Combined)

Rationales in contracts of 4 yr insts

- Typically, no rationale is mentioned. One reference to “insufficient enrollment,” but that is undefined.
- One clause points to stratification of faculty, embedded in the contract, which provides for displacement of pt by ft faculty:
 - Full-time faculty whose classes are canceled because of low enrollment shall at their option displace part-time faculty teaching classes for which the full-time faculty is qualified. (Saginaw Valley State University, Combined)

Rationales in contracts of 2 yr insts

- The same two basic rationales were mentioned (enrollment, displacement), but there were more such references to rationale. In 14 contracts, low or insufficient enrollment was referred to, but undefined.
- One reference to “inadequate funds,” which is hard to credit given the pay of adjunct fac.
- And there are some references to displacement by full-time faculty.

Metro campaign contracts: Cancellation fees



- Metro campaigns: broader “locals,” broader purposes. Organize to where workers are, across boundaries. ME: And recognize that’s where students & our future are too.
- Higher pay: GWU (20%), Georgetown (\$300), Tufts (\$750), American (one-time 75% of payment)
- More notice (e.g., 21 days at GWU & Georgetown).
- More specific rationale
 - 3. Cancellation of a course(s) due to under enrollment, based on a predetermined
 - University, School or Department standard for minimum enrollment, but the impact shall be limited to the relevant course(s) taught by the Faculty member;
- More due process rights: Longer term contracts at Tufts (1 yr for < 4 yrs of service, 2yr for 4-8 yrs, 3 yr for > 8 years).

Metro campaign contracts: Access to instructional resources



- Creative approach to linking working conditions of faculty to learning conditions of students, and to edtl quality---access to instructional resources. (Georgetown)
 - A. The parties have a common interest in ensuring that adjunct faculty members have access to the necessary information and support services to fulfill the duties associated with the adjunct faculty member's appointment letter or other written agreement, so that the adjunct faculty member is able to teach effectively and in a manner consistent with the expectations of the University and its students.
 - B. In furtherance of this common interest, the University and the Union agree to address these issues through the Labor Management Collaboration Committee. The Committee will be charged with studying and making recommendations regarding access to the following, which is not intended to be an exclusive list:
- The resources include: syllabi, dept handbooks & policies, internet, library, course management systems, space to meet with students, pedagogical resources, and more.

Summary & Recommendations for negotiating the new academy

- ◇ Too few provisions regarding class cancellation, with quite limited pay, limited to no notice, and almost unlimited managerial discretion. Benchmarking and bootstrapping the recent, stronger language. “Bread and roses”
- ◇ Organizing around interests of students--working and learning conditions--and interests of the communities we work in. “and quality too”
- ◇ Beyond bumping and class stratification of faculty:
 - ◇ If a faculty member has a class canceled, he/she may either:
 - ◇ (1) Bump a adjunct instructor and assume that class in the semester in which the cancellation occurred, or
 - ◇ (2) Pick up an additional class in a subsequent semester, or
 - ◇ (3) Accept assignment of other non-teaching work as assigned by the supervising Dean. (Jackson Community College, Combined)
- ◇ Imagine a comparable provision for adjunct faculty, to enable them to work in enhancing quality of educational opp, access, & success in a metro region.
- ◇ Find ways together, structurally, to better engage the new faculty majority, so as to structurally better engage students, especially from growth demographics, & to enhance communities we serve, in the broader, democratic public interest.
- ◇ Bread & roses, and the re-animating our public rights, responsibilities, & space



Thank you...
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