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Advances in Collective Bargaining in AFT Part-Time Locals

AFT represents approximately 55,000 adjuncts. These adjuncts are in a variety of units. There are 99,000 members in 72 full-time/part-time locals; approximately 35,00 of these are part-time adjuncts. There are 10,300 adjuncts in 21 part-time locals that are affiliated with full-time locals. At 20 institutions, AFT represents over 9,800 part-time adjunct faculty in stand-alone units. All of these adjunct locals have contributed much to the union movement, and at the same time, they have put pressure on the union movement for change. It is not surprising, therefore, to see that adjuncts have made gains in their march toward equity with full-time college instructors. These gains have been produced through pressure put on college administrations by the adjuncts themselves and by the full-time faculty who walk hand in hand with them. There have been significant gains made by part-time contingent faculty, but not all of these gains are the result of collective bargaining. Looking at some of the AFT contracts, the state of contingent faculty does indeed appear to be rosy—at least on the surface.

In California, which is in many ways at the forefront of contingent bargaining rights, combined units have achieved 100% parity, 100% medical coverage for part-time faculty

teaching 50% of full-time load or more, and preference in hiring for existing part-time instructors. On campuses where full-time and part-time faculty have separate units, part-time faculty have negotiated rehire rights upon successful evaluations, and secured office space with full pay for one hour/week for every three credit course. Part-time only locals have gotten release time for part-time union officers.

Seattle Community Colleges, in a combined contract, have agreed to a variety of provisions that advance the position of part-time faculty. One of these entails compensation for part-time faculty by a payment of 8% of the course salary if the class is cancelled within seven calendar days prior to the start of the course. They have also developed a priority-hiring list, although management retains the hiring rights.

The Faculty Federation of the Community College of Philadelphia consists of three units, one being the Part-time and Visiting Lecturers. Their contract calls for seniority pools with a process for conversion from part-time to lecturer to full-time. Part-time faculty have many of the same rights as full-time, including eligibility to serve on all college committees, departmental meetings and the possibility of voting rights at departmental meetings if approved by the various departmental faculties. Their negotiated benefits include medical, with the college paying between 50-75% of premiums. In addition, the College contributes to a retirement plan and group life insurance.

One of the most equitable contracts where part-time faculty rights is concerned is that of the Fashion Institute of Technology. Part-time faculty can be issued a Certificate of

Continuous Employment after completing “seventy-two hours of part-time service.” This is conditional on satisfactory observations and approval of the department, and creates a measure of job security that can only be suspended for just cause. Adjuncts are promoted in academic rank at the completion of the equivalent of three years of full-time service. They receive both sick and personal days; there are also provisions for health insurance.

These are all significant steps to the recognition of the professionalism of part-time faculty. Because the unions cited are of long standing and represent a significant number of adjuncts as well as full-time faculty, the progress they have made reflects many years of collective bargaining. Newer locals or those representing stand-alone units, although they build on the work of those who have gone before them, make baby steps relative to the progress of their predecessors.

A case in point is the Camden County College Adjunct Faculty Federation (CCCAFF). At present we have 129 full faculty, an increase of nineteen lines during the last ten years, and 563 adjunct faculty. The number of adjunct faculty ranges from the mid-500s to over 700, depending on the College (CCC) enrollment.

The adjuncts at CCC had gone for nine years without a raise in salary. A new President took office and met with the adjuncts. She announced that she would give us a \$50 raise (to somewhat over \$300/credit hour) and made it clear that she would not give preference in hiring to adjuncts. For those of us who had persevered at the College in hopes that if we worked hard enough we would be noticed and given full-time positions, it was clear

that we had no other choice but to organize. We applied to NEA, our full-time faculty's union, and to AFT. We were told that NEA considered us a "conflict of interest" and so affiliated with AFT as a stand-alone local.

We negotiated in good faith for a year. The negotiations were adversarial, marked by suspicion and hostility. At the end of a year, the College's negotiator told us, "we've given you recognition; what more do you want?" This led to impasse. A PERC mediator was called in, but the College's negotiator was adamant. Finally, we did get a first contract. It was achieved outside of the traditional collective bargaining process by negotiation between the local's President and a member of the College administration. Their meetings took place in a public library. Even then, the contract was not signed until we reached out to local politicians and outside pressure was applied. During the ensuing ten years, we have had two contracts with extensions after each.

Our present contract, achieved through win/win negotiation, is marked by strong gains. Because our salary was so very low, the membership had voted for equal pay for all adjuncts rather than a step system of remuneration. We now get salary increases almost every semester averaging 5% per year over the term of the contract. We have binding arbitration. Although adjuncts have no rehire rights, two classes of adjuncts have been carved out of the membership: those who have taught twenty (20) semesters and those who have taught thirty (30) semesters. These two groups are entitled to assignment preference, with thirty semester adjuncts having preference over twenty semester adjuncts. In addition, thirty semester adjuncts are to be given a year's commitment for

employment for both the following Fall and Spring semesters. There is language about bumping, and the latest contract extension limits bumping of twenty and thirty semester adjuncts should classes be canceled during the seven days preceding the beginning of the semester due to lack of enrollment and the need for full-time faculty to make load (but not overload). Adjuncts who have taught four (4) semesters now have one personal day/semester; those who have taught twenty (20) semesters get two personal days/semester.

There is no formal language about conversion, but applications from adjuncts for full-time positions are “encouraged,” and notices of vacancies are prominently posted. In reality, most of the new full-time hires have been adjuncts either at the College or from other institutions. The CCCAFF also has consulted with the administration in the development of an evaluation process. This process includes an adjunct response to any departmental evaluation that will be included in the adjunct’s personnel file. The College encourages academic departments to include adjuncts in departmental meetings, to send them minutes of the meetings, to permit one collective adjunct vote on departmental issues, and to invite adjuncts to serve on departmental committees. There is, however, no provision for remuneration for adjunct participation in these areas, nor are these recommendations binding on the academic departments.

Two important provisions are also part of the present contract: academic freedom and intellectual property. Although academic freedom is not a negotiable area, the College acknowledges the rights of adjuncts to exercise what amounts to academic freedom. The

Intellectual Property clause provides for adjunct ownership of intellectual property, unless the adjuncts are hired by the College specifically to produce property outside of the adjunct's regular teaching duties and responsibilities.

The agreement is a modest one, especially as compared with those achieved by more established groups. Much of the progress we have made, however, lies outside of collective bargaining language. We meet monthly with the Academic Vice-President; furthermore, other College officials are always available to us. This is a marked change from the prevailing attitude when we first organized. Whenever there is a potential problem, we usually have been able to work it out without recourse to the grievance procedure. The College has recognized the academic professionalism of the adjunct faculty by providing three awards yearly for adjunct teaching excellence, one going to an adjunct in each division of the College. Deans and adjuncts sit equally on the selection committee. Grants for research to improve teaching are open equally to full and adjunct faculty members. We are immediately notified of any situation that might put an adjunct in jeopardy, and we are welcome at all such deliberations. The College has two adjunct orientations a year; the union is an equal partner in the planning and presentation of these meetings. With the updating of the college's email system, adjuncts have college email accounts.

As a stand-alone local, we have found it advantageous to create alliances with other groups. We have joined with the three other College locals in working together on issues that affect us all, such as parking, Campus Equity Week, and charitable campaigns. We

have also reached out to other AFT organizations, including the New Jersey State Federation of Teachers, the College Council, and other adjunct locals.

One cannot overestimate the support that AFT-Higher Ed has given us. When we first organized, although there were many existing adjunct locals, there was a feeling that AFT's attitude was a bit schizophrenic. After all, the preponderance of established unions were combined locals representing first full-time and then, additionally, part-time instructors. With the growth of the corporatization of higher education and the consequent reliance on part-time contingent faculty, AFT has done much to promote its part-time sisters and brothers. Adjunct sessions began to appear at higher education conventions (even if, in the beginning, they were held between 7:00 and 8:00 a.m. on Sunday morning). AFT made a strong commitment to adjunct advancement with its 2002 publication of *Fairness & Equity: Standards of Good Practice in the Employment of Part-Time/Adjunct Faculty*. The pre-convention program at the 2005 AFT Higher Ed meeting was devoted solely to adjunct priorities. At the 2006 NEA/AFT Higher Education Conference, there were meetings of interest to adjuncts in every session time slot. AFT also established a part-time advisory committee to advise the Program and Policy Council, the advisory branch of AFT. All of this reflects AFT's recognition that a more equitable approach to contingent labor is the only rational way to change the employment structure of institutions of higher learning if we are to preserve the integrity of higher education.

Despite the backing of AFT and other state and college locals, stand-alone adjunct locals are in a precarious position. The very nature of contingent work means that we are a peripatetic population. Adjuncts need to cobble together a variety of working situations to make a living. Consequently, they often have neither the time nor the interest to invest themselves in union activities. Furthermore, about 20-25% of the adjuncts may change every semester. Usually a small core of committed officers carries on the work of the local. Without membership involvement, there is always the danger that the local will no longer be effective should something happen to this leadership core. Furthermore, stand-alone contingent units do not have the ongoing presence of full-time faculty to work on their behalf. Although in numbers the contingent faculty is by far the largest segment of the faculty, particularly at community colleges, they do not wield the power that other collegiate groups have. Therefore, their collective bargaining gains will probably be less than those of more firmly established and active locals.

There has been a move toward legislation to advance equity on college campuses. It is hoped that this will do much to improve the position of that most abused group, the contingent faculty. Although such action helps the larger universities, for those of us at the community colleges such legislation is often a Pyrrhic victory. In New Jersey, there have been three legislative initiatives in recent years. The first was a study of the use/misuse of contingent faculty in the state. Although the legislators expressed concern, little of a practical nature came out of the legislation. Second was a movement to allow part-time faculty to procure health insurance by allowing them to buy into the state health benefits package. This legislation passed, but was of no use to us: our adjuncts were not

eligible because our college was not a part of the state health benefits system. More importantly, if we had been eligible, most of us would be unable to afford the insurance that cost 110% of the fee to full faculty. Adjuncts at community college do not earn enough to pay the inflated costs for this insurance. The present bill in the New Jersey State Legislature is for pro rata pay. Unfortunately, a money bill does not accompany this. Even if this were to pass, community colleges do not have the endowments that would allow them to change their salary structure so dramatically. This is especially true at a time when the state is retrenching in all areas including higher education.

At the present time, AFT is in the process of developing legislative initiatives to be introduced at the state level. These initiatives for adding full-time jobs would include provisions for pay equity for adjuncts. It is hoped that if full-time and adjunct faculty can work more closely together, we can strengthen our institutions of higher education and reverse some of the trends the marketplace has forced on our colleges and universities.

The bottom line for adjuncts is that AFT locals have made progress in the march toward equity. But for many, particularly stand-alone locals, there is still much to be done.