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## Research Panel: An Inside Look at an Adjunct Faculty Unionization Campaign - The Case of Le Moyne College

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# *An Inside Look at and Adjunct Faculty Unionization Campaign: The Case of Le Moyne College*

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# Sequence of Events

- The College
- Successful Organizing Campaign at Syracuse University
- September 2007 - College Informed by NLRB that Union had Filed for Election
- The College Response to the Campaign

# Position of the College

- Didn't take position of some other Catholic and Jesuit colleges
- College asserted it was neutral
- Constituency and political issues
- Was the College actually neutral?

# Outcome of the Election

- Widespread participation in the vote
- The Count
- The Aftermath

# Impact of Collective Bargaining

- Pay and Benefits
- Seniority
- Department Meetings
- Evaluation and Its Impact
- Grievances and Arbitration
- Overall



# Conclusions

- The College Really Wasn't Neutral
- Unlike some Sister Institutions, It Did Honor the Rights of Part-time Faculty to Organize
- Adjunct Unionization and the College's mission

## An Inside Look at an Adjunct Faculty Unionization Campaign: The Case of Le Moyne College

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### INTRODUCTION

Around June 2006, a union organizing campaign began among part-time faculty at Le Moyne College. The union seeking to represent the part-time faculty was the New York State United Teachers (NYSUT). In 2007 an NLRB election was held and the outcome of that election was a very narrow victory for the union. Some years later, the union and the college successfully negotiated a collective bargaining agreement and at the expiration of that agreement, a subsequent agreement was negotiated.

This paper examines the process and issues related to that election and the subsequent collective bargaining agreements. The research was conducted based on interviews with all of the union organizers involved in the organizing campaign, all of the senior administrators at the college during the election, a number of part-time faculty members (including some who favored unionization at the time and some who opposed it) and a sample of faculty who were department chairs during the organizing drive. In addition, the authors were able to retrieve a large number of documents from the College's archives and some of the interviewees provided other documents. Finally, the first author was a department chair and the President of the Faculty Senate at the College at the time of the election so he played a small role in the events related to the election.

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It is not surprising that part-time faculty would be interested in unionization and collective bargaining. Part-time faculty are generally low paid, often have few or no benefits, and their research output is often irrelevant to their employers. In addition they often suffer from a complete lack of employment security. Hence, the unionization campaign by part-time faculty at Le Moyne College reflects a national trend. It was certainly not the first such attempt. The part-time faculty at Pace University voted to unionize in 2004 (Redden, 2007). Other private colleges in New York State that had already had unions voted in by part-time faculty included Long Island University, Marymount Manhattan, and Syracuse University. While efforts to achieve unionization and the improved working conditions it provides is an uphill battle with employers of adjunct faculty, recent scholarship confirms that, at research universities, full-time faculty with higher pay and greater research productivity are also not very supportive of unionization (Waldfoegel, 2016).

## **BACKGROUND OF THE COLLEGE**

Le Moyne College is a relatively small Jesuit College on the eastern edge of Syracuse, New York. The College was founded in 1946 and, although it was not the first Jesuit College to be co-educational, it was the first to be founded as co-educational. This reflected the fact that the Bishop of Syracuse, who had invited the Jesuit Order to found a college in Syracuse, did not want to have to found a girl's college as well in this relatively small city. It is interesting that in the period following the Second World War, the Catholic Church seemed to recognize the growing demand for higher education for women and it seemed to view that demand as legitimate and something to which it had to respond.

For most of its early existence, Le Moyne viewed itself as a liberal arts college. However, Le Moyne was never a liberal arts college as strictly defined. While all students participated in a core curriculum that emphasized philosophy, theology, history and English from the founding of the college, it offered majors, which were not strictly liberal arts. In particular, it offered industrial relations (in fact the college was founded in part to offer such a major) as well as business administration and accounting.

Originally, the College offered exclusively undergraduate programs and courses. It did so into the 1980s. A masters of business administration was the first graduate program to be offered and this was followed by a masters of education. Programs were also gradually added in health related fields including both undergraduate and graduate programs. These included physician assistant studies, nursing, and most recently occupational therapy. Most of the graduate programs were part-time and these expanded as undergraduate enrollment also expanded, both on a full and part-time basis.

## **BACKGROUND OF THE ORGANIZING CAMPAIGN**

Le Moyne College, like so many other higher educational institutions, relies to a significant extent on part-time or adjunct faculty members to deliver educational services (mostly classes) to its students. In the Syracuse metropolitan area there is a large private university (Syracuse University) and a public community college (Onondaga Community College) and it competes for the services of part-time faculty with both institutions. A number of part-time faculty teach at two or even all three of those colleges. There are also other colleges within a forty-mile radius where some part-time faculty from the Syracuse area also choose to work.

Within the Syracuse area, Le Moyne had a reputation as being the lowest payer of part-time faculty among the local colleges. Although it had made several efforts over the years to create a more competitive and more equitable pay-scale for part-time faculty, Le Moyne was still paying less than most of its local competitors, a fact the administration itself acknowledged (Stackpoole/Le Mura Letter, 10/24/07).

In addition, the part-time faculty at Syracuse University had recently conducted their own organizing campaign. That campaign was ultimately successful. The union that organized the part-time faculty at Syracuse University was also NYSUT. That union is a New York State merger of the National Education Association and the American Federation of Teachers and it represents the overwhelming majority of public school teachers in New York. It also represents the faculty at the State of New York University system. However, NYSUT represents relatively few private sector employees, a fact that the College used as an argument against the union at Le Moyne (Stackpoole/Le Mura letter, 10/19/07).

As noted above, some of the part-time faculty at Le Moyne also teach at Syracuse University and thus had recently experienced or even participated in a union organizing campaign. In addition, the union felt that it had some advantage because a significant number of adjunct faculty members teaching in the Education Department at the college were also public school teachers and thus already NYSUT members. The union expected that their familiarity with it as well as with collective bargaining in an educational setting more generally could be beneficial.

## **THE POSITION OF THE COLLEGE**

One significant difference between Le Moyne College and a number of other Catholic and even Jesuit Colleges is that, when faced with union organization among its part-time faculty members, Le Moyne did not even seem to consider arguing that it should be exempt from the legal requirements under the National Labor Relations Act based on its religious mission and religious freedom. That is, it did not attempt to assert that the National Labor Relations Board lacked jurisdiction to compel an election among the adjunct faculty.

This position is similar to that taken by some other Jesuit Colleges, including Loyola University of Chicago. That is, it made no assertion of religious exemption from the National Labor Relations Act and in the conduct of the election, like Le Moyne College, it asserted that it was neutral (although many of the statements its administration made indicated clear anti-union animus).

However, other Catholic colleges have claimed that the unionization of their part-time faculty would be inconsistent with their religious mission. This was the position taken by Manhattan College in New York City (a Lasalleian institution). It was also the position taken by Seattle University (a Jesuit institution). Both of these colleges appealed the assertion of jurisdiction by the National Labor Relations Board and strongly asserted that adjunct unionization was inconsistent with their Catholic educational mission. One argument that was made was that a collective bargaining contract could prevent them from terminating or refusing to hire a faculty member whose statements were inconsistent with their religious mission.

The choice of Le Moyne College to present itself as neutral was motivated by several circumstances at the college involving two of the key constituencies. The Jesuit

order has traditionally supported Catholic social doctrine that favors the right of workers to unionize and engage in collective bargaining and had done so explicitly since 1891 *Rerum Novarum* (Leo XIII, 1891). At Le Moyne, this was clearly the case. The Jesuit community at the College supported the unionization of the part-time faculty. On the other hand, the College's Board of Trustees, many of whom were alumni and had been exposed to Catholic social doctrine, were strongly inclined against unionization. They seemed somewhat unhappy over the desire of the administration to take a neutral stance and clearly many would have preferred a position of outright opposition to unionization. In this regard, their background as employers and managers seemed to outweigh their exposure to Catholic social doctrine.

At the time, Le Moyne College was in an administrative transition. The College was in the midst of a Presidential search and former Provost (John Smarrelli) was the Acting President. He was also a candidate for the permanent presidency. For him, the discord being created by the union organizing petition between the Board of Trustees and the Jesuit Community could hardly have come at a worse time. The College officially became neutral and the Acting President continually reasserted that position but otherwise left communications related to the union organizing campaign and the election to others in upper administration at the time. Most official communications came from the Interim Provost (Linda LeMura) and the Vice President for Finance and Administration (Roger Stackpoole).

While the administrators who were in place at the College at the time still maintain that the College was indeed neutral in the election campaign, the large majority of adjunct faculty members and the overwhelming majority of department chairs

we interviewed believed that the College was clearly anti-union during the organizing campaign.

In addition, it is hard to read the College's official communication, and it was hard to talk to administrators at the time or listen to their remarks, and conclude that the College was neutral with regard to the organizing campaign. In fact some of the adjunct faculty members attributed the union's eventual victory to resentment by many adjuncts at the "over-the-top" things that the College said.

The College never was and did not pretend to be "neutral" in the technical sense that the term is often used with regard to NLRB elections. When unions negotiate neutrality clauses with employers, those clauses typically indicate that the employer will remain silent (at least about all but technical matters) with regard to any organizing campaign that occurs. In some cases the employers agree to recognize the union if it presents valid evidence that it is supported by the majority of employees in the bargaining unit. In other words, the employer agrees to accept a majority union without insisting on an NLRB election. In those situations, the employer agrees to remain silent about the substantive issues, in particular whether the employees will benefit from union representation.

Indeed, at the meeting where the first author initially learned that a union certification petition had been filed, one of the people in the room asked the College's attorney if a majority of the adjunct faculty members has signed cards. When told that they might have, (in fact, the number of adjunct faculty who had signed union authorization cards was well below a majority) he asked if we had to have an election. The first author indicated that we could choose simply to recognize the union without an



election in that case and the questioner then asked why we did not just do that. The response from the College attorney made it clear that he believed such an approach was out of the question. Nor did the College refrain from comment on the substantive issues presented by the choice of whether or not to unionize. It became clear that the College felt that it should attempt to “educate” the adjunct faculty on the issues they faced. The College would be “neutral” but it would communicate extensively with the adjunct faculty members to make sure they understood the implications of the choice they were making. From the very beginning the College planned to conduct a broad “educational” campaign among the part-time faculty as well as holding informational meetings with the larger College community. (Email exchange Re: Post Standard request for interview, 10/25/07 and Stackpoole/Le Mura Letter, 10/24/07)

The thing that made it clear that the College was clearly opposed to the union was the fact that every concern it raised and every example it provided was negative from the point of view of the union. For example, one of the things that the administrator’s said publically on a number of occasions (and highlighted as a particularly important issue for the part-time faculty) was that if the union won the election, it would represent all of the part-time faculty members, including those who preferred not to be represented. (Stackpoole/Le Mura Letter, 10/24/07) The Acting President made this argument at a meeting of the Faculty Senate during the campaign. The first author pointed out at that time that it was equally true that if the union lost the election it would not represent any of the part-time faculty including those who wanted to be represented. When asked why he never said that, Acting President Smarrelli merely waived the question off. Similarly, an article written in a bi-weekly publication of

the Le Moyne College Democrats asserted that Provost Le Mura argued that unionization could result in “a slew of negative repercussions.” (*Democracy*, The Le Moyne Democrats Political Journal article, 11/8/07)

The College also made a number of the stereotypical claims about unionization in general that are virtually always made by anti-union employers. For example, instead of viewing the potential union as the voice of the part-timers, the administration referred to it as an outside party, talked about the union essentially as an outside body and said it, and not the College’s part-time faculty, would control and own any collective bargaining agreement that was negotiated. Thus, in a document entitled “More Facts About Unionization” that the College posted on its website, it asked part-time faculty to consider whether they would be benefit from a “three party relationship” with the union between them and the College. The College made other such arguments as well, calling the union organizing committee an “anonymous” group that others had not been given the opportunity to join, suggesting that collective bargaining was no guarantee of improvements, and warning of the possibility of strikes and even of the College hiring strike replacements. (Stackpoole/Le Mura Letter to Adjunct Faculty, “More Facts About Unionization”, 11/1/07)

One of the College’s communications emphasized the potential difficulty of decertifying a union once it has been certified (Stackpoole/Le Mura Letter, 10/24/07). The College warned part-time faculty that because of this, the notion that they could take the union for a “test drive” to see how they liked it was very risky. (Stackpoole/Le Mura Letter, 10/24/07) This is yet another example of how all of the College’s attempts to “educate” the part-time faculty on the issue of unionization focused on the negatives.

However, the central substantive theme of the College in the organizing campaign was that a collective bargaining agreement would make it more difficult for individual part-time faculty members to raise concerns with the College. They asserted that it would make it impossible for the College to respond to an individual voice by fashioning solutions customized to that individual's needs. (Stackpoole/Le Mura Letter, 10/24/07)

The College advocated with the NLRB that the ballot be held by mail and the NLRB agreed that this was appropriate under the circumstances. November 19, 2007, was set as the date by which the ballots would have to be received by the NLRB office in Albany, New York, with the ballots to be opened and counted on November 20, 2007 (Stackpoole/Le Mura memo, 10/10/07). This was consistent with what became one of the College's central points in the election, which was that as many adjunct faculty members as possible should vote. The College reiterated on many occasions that a simple majority of those voting would determine the outcome so that if only three people voted and two voted for the union, the union would represent all of the part-time faculty.

Another indication that the College was not actually neutral with regard to the outcome of the election was that it attempted and later aborted a campaign to enlist the chairs of academic departments to contact and speak to as many part-time faculty members as possible before the election.<sup>2</sup> The plan was for the chairs to follow a "script" which had been prepared and vetted by the College attorney (Talking Points for Conversations with Adjunct Faculty, 10/30/07; see appendix for script). The script warned against actions which are clearly illegal (e.g. asking the part-time faculty

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<sup>2</sup> The plan was halted when the first author of this paper learned about it from one of the union representatives and discussed it with the Provost. He pointed to the risks of chairs going off-script and the College decided not to go ahead with this plan.

members how they intended to vote) but otherwise again highlighted only negative aspects of unionization and of this union. In addition, the College bypassed at least some chairs whom it would have suspected favored unionization (the first author of this paper was one who was bypassed) suggesting that the characterization of the script as purely factual was not accurate.

The script included the assertion that not-voting would make it easier for the Union to win. It again asserted the part-time faculty had significant “voice” under current arrangements and it suggested that the chair think of some situation in which that particular faculty member had come to them with some request and suggested that the chair indicate that this kind of accommodation might not be possible under a collective bargaining agreement. Similarly, in demonstrating that part-time faculty already have considerable voice, the script recommended trying to think of a case where the particular part-time faculty member had contributed to a particular department or programmatic decision. The script also indicated that the chair should remind the part-time faculty member (if it had been true in their department) that they had always been welcome to participate in decision making as much as they cared to do so.

The script noted, as the College had done several times elsewhere, that many part-time faculty members were eligible to join the faculty senate, where their voice is also heard. In addition, the script noted that the College already had a plan in place to raise the pay of part-time faculty, that it had done so without prompting by the Union, and that this was an indication of the value it placed on its part-time faculty members.

It is interesting to note that the College archives contain a copy of an article from *Inside Higher Ed* (10/30/07) noting that Pace University part-time faculty had voted to

unionize in 2004 but three years later still had no contract. The College did call the attention of adjuncts to other situations of this kind where unions of part-time faculty had struggled to negotiate collective bargaining agreements and/or had engaged in strikes. This kind of implicit threat that the College might not reach an agreement with the Union is quite common in union election campaigns in part because an explicit threat not to bargain is clearly illegal. Implicit threats of this kind are often referred to by employers not as threats but just as bringing facts to light. (Stackpoole/Le Mura Letter, 10/24/07)

### **THE ELECTION CAMPAIGN**

NYSUT began organizing at Le Moyne sometime after its successful campaign at Syracuse University. Some of the part-time faculty who worked at both colleges suggested this and when NYSUT organizers began to speak with faculty at Le Moyne, they found evidence of at least a somewhat “aggrieved population.” They began trying to meet faculty one-by-one and find those willing to sign cards. A number of part-time faculty learned about the organizing in that way, coming out of a class and being approached by a union organizer. Unsurprisingly while some part-time faculty welcomed that conversation, some resented being approached (one used the word “ambushed”) in this way.

Ultimately, one union organizer reported that the Union filed for the election with not very much above the legally necessary 30% showing of interest (signed cards). It is unusual for a union to request an election with that few signatures (the NYSUT organizers acknowledge this). However, this same approach had worked for the union recently at Syracuse University and they hoped it would work at Le Moyne College as well. However, that strategy had been successful at Syracuse University in part

because the union correctly anticipated that a large number of part-time faculty would probably not vote in the election. Therefore if it could get 30% of the part-timers to actively support it and to vote, that might constitute a majority of voters. Clearly the same understanding on the part of the Le Moyne College administration led it to advocate consistently that all of the part-time faculty who were eligible should vote. (Stackpoole/Le Mura Letter, 10/24/07)

On September 24, 2007, the office of the President of Le Moyne College received a fax from the National Labor Relations Board (NLRB Petition Notice 3-RC-11778, Sept. 2007). That fax indicated that a union was seeking to represent the part-time faculty at the College and that the legally required number of such faculty had signed cards asking the union to represent them for purposes of collective bargaining. The College immediately began to inform various administrators and faculty leaders of the situation and to put together what would become a public announcement (Stackpoole/Le Mura Letter, 10/5/07). The Faculty Senate President (Cliff Donn) and President-Elect (Ted Shepard) and several college administrators attended a meeting where John Gaal, the College attorney from the law firm of Bond, Schoeneck and King, informed them of the situation.

The Union (calling itself “Adjuncts for Change”) had a simple basic message in the organizing campaign. As one organizer put it, “it is better to have a voice than not to have a voice.” This proved interesting because, as noted above, the College’s primary substantive argument was also about voice. That is, the College asserted that unionization would cost part-time faculty their individual voice.



The Union believed that the most important concerns of the part-time faculty included compensation, health insurance, teaching assignments and notification timelines. The first is obviously a universal concern among employees and the second is a widespread concern especially in situations like this one where the employees were provided few or no benefits. The third and fourth concerns reflect the contingent nature of adjunct teaching and the specific characteristics of this occupation.

Many of the part-time faculty felt vulnerable to insecurity because they had no long-term contracts, but also because they had either experienced themselves or heard about colleagues who had successfully taught at the College for years, only to be discontinued when a new department chair was appointed. The new chair would have broad freedom to instead hire friends or to use different connections in the professional community that led to different hiring decisions.

In terms of timelines, it was not uncommon for the College to cancel a course (or a section of a course) quite late, sometimes even just days or hours before the semester began, due to low enrollments. In such situations, the part-time faculty members were paid nothing for the work they had done in setting up and organizing the class. In addition, it was often difficult for part-timers with options to teach at more than one college to make plans. They sometimes found themselves deciding whether to turn down offers at one institution only to find that at the last minute another institution (sometimes Le Moyne College) would cancel the class it had indicated they would be teaching.

One of the difficulties of the campaign (and of most adjunct faculty union organization drives) is the fundamental division among three groups of part-time faculty

members. One group is attempting to earn a living teaching part-time, often hoping that a full-time, tenure-track opening will come along. A second group is graduate students (in this case, almost entirely from local institutions other than Le Moyne) trying to earn some extra income and/or get some teaching experience. Finally there are professionals in the community for whom part-time teaching does not provide their principal form of income who teach because they enjoy it and also perhaps to earn a little extra income. These faculty either have a full-time position elsewhere or they have a partner who is a primary income provider. The first group is most likely to be interested in unionization in the hope that it will increase their pay and benefits and provide a little more employment security. The second and third groups are likely to be less interested in unionization and may be opposed to having union dues come out of their already small paychecks.

The NYSUT representatives that we interviewed expressed some disappointment at the uninterested or even hostile response from some of the part-time faculty members who were public school teachers and thus already NYSUT members. NYSUT had asked such members if they would help with the organizing campaign and anticipated that they would be happy to do so. (Perry/Thomas Letter, 6/9/06) However, they reported that some of these faculty instead asked whether they would have to pay a second set of union dues if the Union won the election.

While the NYSUT organizers had no doubt that the College was anti-union in the campaign, it did not find the College to be “virulently” so. In the words of one organizer, the College’s position seemed to be that if the adjunct faculty would give the

administration another chance, they would “take care of you better than the union and you won’t have to pay dues.”

The College and the Union continued to spar throughout the period before the election. The College carried on an active campaign of communication with its part-time faculty and the Union did so as well and responded aggressively to College communications. For example, the Union responded to College assertions that the process was being controlled and would be controlled by NYSUT with a letter asserting that the Adjuncts for Change Union was independent and democratic and was comprised of and would be governed by Le Moyne part-time faculty members. (NYSUT letter to adjunct faculty. (undated) Some adjuncts became so tired of the long messages and the tit-for-tat conflict that they began to delete the messages, often from both sides, without bothering to read them.

## **OUTCOME OF THE ELECTION**

In the end, over 70% of the eligible part-time faculty voted in the election. (Stackpoole/Le Mura Campus Announce, 12/20/07) When the ballots were counted, the outcome was 74 votes in favor of the union and 73 opposed with 11 ballots unopened because they were challenged by one party or the other (Printout from LMC Webpage, 11/26/07). In December, NYSUT and the College engaged in negotiations prior to a hearing scheduled for December 20. Those negotiations produced an agreement to open five additional ballots at which point the count stood at seventy-eight in favor of the union and seventy-four opposed (Stackpoole/Le Mura Campus Announce, 12/20/07). The issue was ultimately resolved on that basis and thus the union was certified as the exclusive bargaining representative of the College’s part-time faculty. One of the

principal NYSUT organizers indicated that this was the closest union election he had ever experienced.

The College chose to accept the outcome with several ballots still unopened and there remaining at least a mathematical chance that the union would lose the election. Although no one addressed directly why they did so, it seems likely that the College believed that the remaining ballots would leave the union ahead and that it was time to move toward a better start with the union by withdrawing the rest of its objections. It is also quite likely that agreeing to accept the outcome at that point, while it was still in doubt, gave the College leverage to induce the Union to withdraw unfair labor practice charges which it had filed against the College.<sup>3</sup>

## **SUBSEQUENT TO THE ELECTION**

Shortly after the outcome of the election was determined, Adjuncts for Change sent a letter to the part-time faculty encouraging them to participate in the upcoming collective bargaining activities. That letter indicated that the Union desired to negotiate effectively on their behalf and it asked them to get in touch with the Union to indicate how they would like to participate. (Jezer/Adjuncts for Change letter, 4/23/08)

As has often been the case at other colleges and universities, it took nearly four years and dozens of bargaining sessions to reach a first collective bargaining agreement. Both sides have reported that the negotiations were difficult but respectful. In fact, union participants noted the professionalism of the college attorney in conducting the negotiations from the College side. Still, it took much effort, some fifty

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<sup>3</sup> The unfair labor practice charge was based on an interview the interim provost gave to the College's student newspaper in which she hypothesized that unionization and collective bargaining could potentially result in fewer sections of some courses being available for students. The Union had successfully asked the NLRB to issue a subpoena for the student journalist who wrote the article. (Adjuncts for Change memo, undated; McMartin, L., 12/6/07; Dolphin article, page 4, 1/30/08; and Dolphin article, Vol. 2, No. 7., 11/1/07)

face-to-face negotiating sessions and the assistance of a mediator from the Federal Mediation and Conciliation Service to reach the first collective bargaining agreement. (Jezer/Adjuncts for Change letter, 2/18/11 and Jezer/Adjuncts for Change letter, 11/29/11)

The NYSUT union organizers and representatives who participated in the organizing drive believe that unionization and the subsequent collective bargaining agreements have benefitted the part-time faculty members in a number of ways. They emphasized that collective bargaining had provided a mechanism for voice, it helped to create a formal process for evaluation of part-time faculty, it provided guarantees of academic freedom, and it provided binding arbitration of grievances. They also believe that the process has forced the College to consider part-time faculty more explicitly in its decisions and this has resulted in better and more consistent human resource policies. In terms of communication, they believe that collective bargaining has given part-time faculty members access to administrators for discussions in a way that never existed before.

The current administrators at the College that we interviewed believe that unionization and collective bargaining have had at least mildly negative impacts on the College, mostly in terms of the additional resources involved. This is less about the costs of additional pay and benefits than about personnel costs to administer the contract and legal fees. One administrator described the additional costs as “not back breaking.”

There was also some sentiment among the administrators that there have been some benefits for the College. These involve an increased awareness of the need to

consider the importance of part-time faculty and their role in the institution.

## **THE FIRST COLLECTIVE BARGAINING AGREEMENT**

An examination of that first collective bargaining agreement indicates that many of the concerns of the College during the union organizing campaign were not realized (Agreement, 2012). Nor does there appear to be anything that would interfere with the religious mission of a Catholic or Jesuit institution of higher education.

Pay went up, which is not surprising. However, the College was already in the process of raising salaries for part-time faculty before the union filed its representation petition.

The collective bargaining agreement provides a seniority system that gives existing part-time faculty seniority preference over equally qualified outsiders in teaching additional courses. It provides a small stipend to part-time faculty whose courses are cancelled within two weeks of the start of the semester. A small number of part-time faculty may be offered single year contracts in contrast with the standard single semester contracts. Adjuncts may teach up to twenty-one credit hours per year, an amount that exceeds the teaching load of most full-time faculty at the College. They must be given earlier notice of courses they are scheduled to teach.

Part-time faculty must be invited to participate in at least one department meeting each semester. They may apply for faculty development funds. They may purchase health insurance through the College but must pay the full premium although they may apply for a subsidy for the premium. Those who have earned three years of seniority credits are provided with \$10,000 in life insurance. Part-time faculty may apply to take a free undergraduate class.



A part-time faculty member with three or more year's seniority who is rated unsatisfactory must be offered remediation and a chance to improve before being terminated. There is a fairly standard grievance procedure and arbitration clause and discipline and discharge must be based on "just cause." However there is also a fairly extensive management rights clause that includes the right of the College to recruit, hire, reassign, discipline and discharge part-time faculty.

It is not surprising that many of the part-time faculty we interviewed who had advocated for the Union and, in some cases, played a role in the collective bargaining process, expressed some disappointment with the outcome of the negotiations. In particular, there was frustration that the College would not accept longer contracts of employment (two or three years) for part-time faculty. (Draft of faculty appointment rules, 4/7/10) The Union and the College also disagreed about how seniority would be defined (i.e. how long a part-time faculty would be away from teaching at the College before they would lose their seniority). There was also some disappointment over the failure of the College to agree to tuition remission for graduate classes. (Adjuncts for Change counter proposal, 11/29/10)

It should be noted that the part-time faculty members we interviewed overwhelmingly felt that unionization and the collective bargaining agreement had benefitted part-time faculty. None of the department chairs we interviewed felt that the collective bargaining agreement posed any significant problems for their departments or that unionization and collective bargaining had caused a deterioration in the relationship between their departments and their part-time faculty members.

## **CONCLUSIONS**

Our interviews with the participants and examination of the available documents have led us to the conclusion that the College's leadership transition at the time of the Union campaign and election led the College to take a clearly contradictory position. Essentially, the College chose to claim it was neutral on the issue of unionization while in fact opposing it. Virtually every statement the College made during the election campaign and every example it provided in its communications with the adjunct faculty were clearly anti-union. The College emphasized only potential negative aspects of unionization and only the risks that part-time faculty were taking in voting in favor of the union. Potential gains from unionization and risks involved in voting against the Union were never discussed or presented.

In many ways the organizing campaign by both sides was based on a single issue, an issue common in many union organizing campaigns. While the Union emphasized "collective voice" and the gains that it might provide, the College emphasized "individual voice" and the advantages that it might provide. The closeness of the outcome of the election may indicate that these arguments each had considerable salience with the part-time faculty members.

The collective bargaining agreements negotiated by the College and the Union have certainly not borne out the fears of those Catholic Colleges that have argued that adjunct faculty unionization poses a threat to their religious mission. The management rights section of the agreement provides the College with strong protections as does the fact that for the first three years of a part-time faculty member's employment at the College, he/she can be dismissed without having to demonstrate "just cause."

Indeed those collective bargaining agreements seem not even to bear out the more modest fears of the Le Moyne College administration. Pay and benefit increases have been modest and not an undue budgetary burden on the College. The processes of evaluating part-time faculty members and including them in department meetings seem to have been incorporated into the normal operations of the institution with little disruption. Even the seniority provisions with preference for openings given to senior part-time faculty members seem to have been accommodated with little problem, at least as reported by the department chairs we interviewed.

Probably the greatest expense to the College from unionization and collective bargaining has been the time and effort that has gone into negotiating and administering the collective bargaining agreements. Legal fees likely have been among the largest expenses. On the other hand, the perceived benefits to the part-time faculty members, especially in terms of notice, security and due process, have been significant.

## References

Adjuncts for Change counter proposal. (11/29/10). Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

Adjuncts for Change memo. (Undated). Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

Agreement between Le Moyne College and Le Moyne College Adjuncts Association, NYSUT, AFT/NEA, AFL-CIO. (2012). Personal copy.

*Dolphin* article, Vol. 2, No. 7. (11/1/07). Adjunct Faculty Union Vote: Students ask how does this affect me? By Rachel Sharron. Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

*Dolphin* article, page 4 (1/30/08). Student Journalist Encounters Subpoena. By Andrea Marrs. Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

Draft of faculty appointment rules. (4/7/10). Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

Email exchange Re: Post Standard request for interview. (10/25/07). Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

Jezer/Adjuncts for Change letter. (4/23/08). Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

Jezer/Adjuncts for Change letter. (2/18/11). Final Negotiations. Personal copy.

Jezer/Adjuncts for Change letter. (11/29/11). Post-contract ratification actions. Personal copy.

*Lemocracy*, The Le Moyne Democrats' Political Journal article. (11/8/07) To Unionize or Not to Unionize? By Valerie Nielsen. Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

Leo XIII. (1891). *Rerum Novarum: On the Condition of the Working Classes*. Retrieved from [http://w2.vatican.va/content/leo-xiii/en/encyclicals/documents/hf\\_l-xiii\\_enc\\_15051891\\_rerum-novarum.html](http://w2.vatican.va/content/leo-xiii/en/encyclicals/documents/hf_l-xiii_enc_15051891_rerum-novarum.html)

McMartin, L. (12/6/07) Campus Announce posting from Lynn McMartin (HR). Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

NLRB Petition Notice 3-RC-11778. (Sept. 2007). Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

NYSUT letter to adjunct faculty (Undated) – NYSUT response letter to Stackpoole/Le Mura 'More Facts About Unionization' of 11/1/07. Personal copy.

Perry/Thomas Letter. (6/9/06) Letter to NYSUT members. Personal copy.

Printout from LMC Webpage. (11/26/07). Post-vote notice of vote totals. Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

Redden, E. (10/8/07). Stalemate for Pace U. Adjuncts. *Inside Higher Education*. Posted on LMC webpage, and in Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

Stackpoole/Le Mura Campus Announce. (12/20/07). Update on Adjunct Union vote. Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

Stackpoole/Le Mura Letter (10/19/07). 'Facts about the Union and its Election Petition'. Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

Stackpoole/Le Mura Letter. (10/5/07). Community announcement letter. Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

Stackpoole/Le Mura Letter (10/24/07). Letter to Adjunct Faculty. Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

Stackpoole/Le Mura Letter to Adjunct Faculty. (11/1/07). "More Facts About Unionization" as

posted on website. Personal Copy.

Stackpoole/Le Mura Memo. (10/10/07). Information to adjunct faculty about voting process. Le

Moyne College Archives, Box 5, Shelf 144, Folder 23.

Talking Points for Conversations with Adjunct Faculty. (10/30/07). Guidelines for Chairs

contacting adjunct faculty. Le Moyne College Archives, Box 5, Shelf 144, Folder 23.

Waldfogel, J. (4/2016). National Bureau of Economic Research Working Paper 22149, Faculty

Preferences over Unionization: Evidence from Open Letters at Two Research

Universities, <http://www.nber.org/papers/w22149>

## Appendix

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**Talking Points for Conversations with Adjunct Faculty**

I. **Introduction**

- Want to touch base with respect to the upcoming union election.
- Just wanted to share a few of thoughts with you which we think are important to your consideration of this issue.
- Do not ask how individuals may vote

II. **Le Moyne's Position**

- First and foremost, I want to emphasize the importance of you personally voting. It should only take you a few minutes to complete the ballot and send it in.
  - A majority of those voting will determine the outcome for everyone.
  - Often those opposed to unionization think that there is no need for them to vote. Not voting in those circumstances actually makes it easier for the union to win.
  - Whether you vote or not, you are bound by the outcome.
  - So please have your voice heard and vote.
- Substantively, there are a few points I would like to mention as you are thinking about your decision
  - We think there is significant value in the current relationship enjoyed by the College and its adjunct faculty. The relationship is personalized and individualized and flexible to a large degree. That is what allows us to respond to the individual needs of our adjuncts on an individual basis.
    - If possible, use an example of this which is unique to the person, if applicable (i.e., "An example of what I'm talking about is when you came to me and \_\_\_\_\_." I don't know what a union contract would say about that situation, but it may be more difficult for us respond to those kinds of situations with the same flexibility.)
  - The union has portrayed the issue as one of "voice."
    - As you know, adjunct faculty are already welcomed on a department and programmatic level to participate as much as they want in the planning of our programs and offerings and other departmental matters. [Make sure this is the case in your department/program/division before making this assertion.]

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## Appendix (continued)

- Consider whether there is an example of this adjunct faculty member (or other adjuncts in this same department) participating in a specific department/program decision or otherwise having his/her voice “heard” by you or the department/program.
- Many of Le Moyne adjuncts [those who teach (9) contact hours per academic year, and have a minimum of three (3) years continuous teaching service] also qualify for full voting membership in the Faculty Senate, where they can advocate for their issues as well.
- We know compensation is an issue, for you as it is for everyone else. But within the budgetary constraints we face everyday, the College is in the midst of a three-year compensation plan which will increase the base adjunct salary – precisely because we do value our adjuncts. The College did this of its own accord and in cooperation with the Faculty Senate, which advocated for the adjuncts. We believe this fact demonstrates that adjuncts have a voice and their interests are heard even without a union.

I certainly hope that you feel, right now, that you have a voice in this community without a union.

### III. Conclusion

- As you know, the College is attempting to share relevant information with our adjuncts. I’m sure you’ve seen the mailings to your home, and the information is also on the College’s website. I recommend that material to you, and, on behalf of the College, I thank you for taking the time to read and consider it.
- I welcome any questions you may have. My door is always open. [If you get a question that you are not 100% certain how to answer (factually or legally) tell them you will get an answer and get back to them asap.]
- Thank you for your time, and please be sure to cast your ballot.

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