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Bargaining a First Contract for Lecturers at the University of Michigan

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I. Background leading to initial negotiations in August 2003

In December 2002 the University of Michigan received notice from the Michigan Employment Relations Commission (MERC) that a petition had been filed for representation of the non-tenure track instructional faculty. The petitioning union was the Lecturers’ Employee Organization (LEO), an affiliate of what is now called AFT Michigan. The petition asked to cover all non-tenure track instructional faculty (lecturers, adjunct faculty, visiting faculty and clinical track faculty) at all three campuses (Ann Arbor, Dearborn and Flint) except for the Medical School, Dental School, Business School and Law School at Ann Arbor.

By April of 2003 the University and LEO had agreed to a unit for election that covered all academic units, but excluded the clinical track faculty and one portion of the visiting faculty. The election was held that month (mail ballot). There were approximately 1300 eligible voters. About 800 voted and the vote was around 650 yes to 150 no. MERC certified the unit in early May and contract negotiations began in August 2003.

The Ann Arbor campus of the University of Michigan is one of the major research universities in the country. There are two regional campuses, Flint and Dearborn, which are primarily teaching institutions (some master’s level programs but no doctoral offerings). The new bargaining unit was mostly composed of instructional faculty who had either been appointed at the lecturer or adjunct lecturer ranks. The primary definitional difference was that a lecturer was part of the regular faculty ranks (same benefits as the tenure track faculty with limited governance eligibility), while the adjunct lecturers were defined as supplemental faculty (and thus were not eligible for benefits like Long Term Disability, Extended Sick Leave, Discretionary Leaves of Absences, and University contribution for retirement; as well as no governance eligibility). Both sets of titles were fixed term. Adjunct lecturers could not be appointed for more than one academic year at a time, could not be full-time, and typically were term-by-term. Lecturers could be appointed for up to four years. Many had multiple-year appointments,
especially in LSA, the Liberal Arts College in Ann Arbor, the single biggest employer of LEO bargaining unit members.

There were no hard-and-fast University rules about which title to use. Dearborn and Flint had a well established practice of appointing part-time instructors as adjunct lecturers, and full-time instructors (who mostly had administrative duties as well) to the lecturer title.

On the other hand the Ann Arbor campus had a more mixed practice of appointment. In some cases it appeared that the decision to use the adjunct versus the lecturer title was a function of administrative inertia in the academic unit; however the last chair or director had done it was how it continued.

Several years prior to the advent of the union, LSA had established a separate classification system for its lecturers: LSA Lecturer I, II, and III. Initially it was to reflect the source of funding. I and II level lecturers were funded from departmental budgets, while the III level was funded from a college allocation, a so-called budgeted position. The Lecturer IIIs had governance rights and were usually appointed in multiple year contracts; the LIs and LIIs did not have any governance rights and were either appointed term to term or year to year. The majority of all LSA lecturers, though not all, were full-time or close. Over time some of the budget-driven distinctions began to blur to meet staffing needs, and a perceived hierarchy (never formalized) of Lecturer I moving to Lecturer II moving to Lecturer III began to develop.

Salaries in the bargaining unit ranged from $14,000 a year FTE on the two satellite campuses to well over $100,000. The average FTE salary in Ann Arbor was close to $40,000, but some members, especially in the languages and the arts, were paid well below that.

The new bargaining unit had three main components:

1. The pre-union full-time lecturers that were budgeted-for position.
2. The intermittent or recurring appointment of a professional (on or off campus) who would teach one course as a supplement to the regular faculty; often a specialty or niche type course.
3. Instructors appointed term to term or year to year who in many cases had been teaching for several years.

This last category comprised the largest segment of the union then, and now.

This is a high level overview of the context when bargaining began. As described below, the initial proposals from the University and the Union reflected very different interests.

II. The Union’s proposal
The Union’s initial proposals to management reflected a desire to move the group of Union members who were working more or less full-time, over a number of years, but in term-to-term or year-to-year appointments into a regularized, ongoing employment relationship. Some Lecturers had been “temporary” for ten, twenty, thirty years, and had no expectation of job security; their appointments could end at any time. In many departments, they had to reapply for their own jobs year after year, and each year they were paid the same salary as someone just starting. In effect, every year was their first year.

While management argued against longer appointments by citing the need for “flexibility” to respond to changes in enrollments, the Union presented research showing that, even though there might be turnover, in terms of total numbers of contingent faculty there was in fact little fluctuation from term to term. Indeed, in most academic units the numbers were slowly rising each year.

In other words, although the Employer saw many Lecturer jobs as “temporary,” the reality was that some people stayed in them year after year because there was a real need for their work. The Union’s single most important goal was to move a relatively low paid membership into what the chief negotiator characterized as “the lifestyle of the American middle class: buying a house, having year-round health insurance, saving for retirement etc.

Therefore, Union’s initial proposals took as its model the public school system, with its short probationary periods, high level of job security, and regularized salary steps. The Union argued that as a public university where 65% of UM undergraduates are in-state, the University constitutes the last four years of the K-16 system. Moreover, as non-tenure-track faculty teach primarily (but not exclusively) first and second year students, Lecturers are in fact the teachers who help the students make the crucial transition from high school to college.

The Union’s initial proposal therefore outlined an appointment system with a one-year probationary period, followed by a “continuing appointment,” after a successful performance review. A layoff and recall system based on seniority was also envisioned to address fluctuations in enrollment, budget cuts, and programmatic changes.

In addition, rather than seeing the membership as falling into the three discrete categories described above, the Union proposed a single title for all: teaching professor, a title that has been used at other universities and which reflected Lecturers’ desire for greater professional recognition at the University.

Management was quick to object to the comparison to the public school model, as “not relevant” to a major research university. Instead, the Employer started out with a very different model.

III. The University’s proposal:
The University’s initial proposal developed over a series of internal meetings which tried to categorize into discrete job families what had been a menu of available titles, used differently by each campus, and sometimes used differently within a school or college. From those discussions the University took the three categories listed above and proposed the following:

Regular Lecturer: A title for those appointed at 50% or greater for the entire academic year. The length of the appointment was limited to no more than four years, but with no limitation on renewals. The job duties under this title were to teach and provide administrative or service functions within the academic unit. The non-teaching duties were not seen as additive, but were integrated into the establishment of the position itself. LSA in Ann Arbor and Flint and Dearborn already had established hiring patterns along these lines. Typically these positions had been for three years.

Adjunct Faculty: This was a revision of the then current practice of hiring adjunct faculty. Prior to the contract the only rules on appointing instructional faculty as adjuncts were that the appointments were for one academic year or less, and that it had to be for less than 100% effort. The advent of the contract changed this practice to limit the use of the adjunct title to those who already had faculty or staff appointments at the University.

Affiliates: This title was proposed to cover lecturers (full or part-time) who had only teaching duties and were to be appointed in one of two tracks:

Affiliate Lecturer: This title was for teaching only, with no limitation on the number of reappointments or the percentage of effort.

Affiliate Instructor through Professor: This category was designed to be for those who taught at less than 80% and could be given assigned administrative or service duties in the academic unit, at the academic unit’s discretion. The title would be determined by the person’s credentials and experience.

While there was no limitation on the number of reappointments, there was also no expectation of reappointment.

IV. The negotiations:

The Union viewed this proposal as a status quo proposal. While it may have attempted to regularize a pretty chaotic use of titles, the proposal amounted to no real improvement in job security or professional recognition for Lecturers. The Union had a particularly allergic reaction to the work “affiliate,” which sounded even more contingent and marginal than the previous titles like lecturer and adjunct.

After about two months of stalemate in discussions, the University proposed a model somewhat similar to the first agreement at the University of California for their lecturers;
after six years of service there would be a guarantee of a three-year appointment, assuming on-going instructional need, budget support and teaching excellence.

Within another month the parties moved to the structure described below, which maintains the process of fixed term appointments, but also increases job continuity to a portion of the bargaining unit.

Lecturer I: Appointed on a per term or one year basis to teach. After three years of fall and winter term appointments the person is given a major review. If successful the person moves to Lecturer II and receives a 5% salary increase. If unsuccessful the person is no longer eligible for reappointment in that academic unit.

Lecturer II: In the first three years after passing a major review the appointments must be annual. During the third year there is a second major review. If the person is successful, he/she must be reappointed on a three-year basis, and receives a 7% salary increase. If unsuccessful the person receives a terminal year during which, at the discretion of the academic unit, the person can be re-reviewed. Each three years after that there is a major review, but no additional increases beyond the second major review.

Lecturer III/IV: This track is for those whose job duties have been designed to be both teaching and administration or service. The Lecturer III appointments are annual. No later than the fourth year the person receives a major review. If successful the person becomes a Lecturer IV and receives a 7% salary increase. If unsuccessful the person receives a terminal year, and at the discretion of the academic unit can be re-reviewed. The Lecturer IV appointment is established for at least three and no more than five years with a major review at the end of each appointment. If successful there is a new appointment. If not successful the appointment terminates after the final year. After the second successful major review there is also a 7% salary increase.

There were of course other things that had to be dealt with in finalizing this proposal, including a complicated process for “mapping” the current set of titles into these new structures. In the end only a very small number of disputes occurred, and all but four were resolved. These four cases are now in arbitration.

From the Union’s point of view, here is what this agreement accomplished:

- A significant group of members (primarily the new LIIs) got longer appointments. Even many LIVs who had good job security before extended their appointments to five years. They are still fixed term, but the expectation is the appointment will be renewed assuming programmatic need and continued excellent performance. The three year appointments have provided Lecturers with a completely different sense of job security and recognition in their workplace.
• Although some salaries are still low, there is now a system of annual raises, and well as two substantial raises that come after a major review. Minimum salaries in Dearborn and Flint went from $14,000 to approximately $25,000.

• Last, but not least, members who teach at 50% for the academic year and are hired for the subsequent fall semester gained summer benefits even if they are not paid over the summer.

V. The Second Contract.

At the time of the New York Conference the two sides were in the process of bargaining the second LEO-UM contract. As of the writing of this essay, the parties have reached a Tentative Agreement, which has not yet been ratified.

Provided the TA is in fact ratified, the second contract builds on the work of the first one improving the terms of employment for the Lecturer IIs. It will provide them with benefits and job security more akin to the LIIIs and IVs, for example Long Term Disability and Extended Sick Leave. All appt. at LII level will now be for three years, and both promotional raises will be 7%. In exchange, the LI probationary period will be extended to four years, and there will be greater flexibility in hiring people under circumstances that do not fit well with the initial model, for example recent graduates, exchanges students, or appointments to named or endowed positions. Once ratified, the new contract will be found on the LEO website, leounion.org.