

P-fac NEWS

Serving the part-time teaching community at Columbia College

February, 1999

A TENTATIVE CONTRACT FOR PART-TIME FACULTY

NEGOTIATORS AGREE ON A TENTATIVE CONTRACT

P-fac and College negotiators, after many long meetings, agreed to a tentative contract on February 6. The agreement covers those part-time faculty in the "bargaining unit," generally those who have previously taught at least eight credit hours. (See below.) The contract substantially increases salaries for covered faculty. It establishes a course assignment process, course cancellations fees, and a grievance procedure. It also provides for representation on a number of department and college-wide committees, and for regular consultation between college officials and *P-fac* representatives. Finally, it will help *P-fac* to better represent the part-time faculty by providing for its financial security and giving it a place in the college.

Here are the highlights of the proposed contract.

COMPENSATION

The following schedule, which will become effective February 15, 1999, represents minimum compensation for a 3-credit course. Compensation for courses with more or fewer credits will be prorated according to this schedule. The salary on each step becomes effective in the semester following the completion of the credit hours necessary to attain that step.

If there is interruption in service to the College for three consecutive semesters or more, excluding summers, credit accumulation will return to zero for determining both placement on the salary schedule and unit membership.

Step	Credits Taught	Academic Year		
		Spr-Fall 1999	Spr-Fall 2000	Spr-Fall 2001
1	UM* to 24	\$2,000	\$2,050	\$2,100
2	25-48	\$2,100	\$2,220	\$2,340
3	49-72	\$2,250	\$2,360	\$2,470
4	73-120	\$2,500	\$2,555	\$2,610
5	121-168	\$2,600	\$2,670	\$2,740
6	169-216	\$2,800	\$2,835	\$2,870
7	217+	\$3,000	\$3,100	\$3,200

*UM = Unit Member, a member of the "bargaining unit."

Numbers in the salary schedule are minimums. The contract allows the college to approve extra compensation.

The minimum pay increase in the first year is 35%, and the average is/would be 47%. By the third year, the minimum

increase would rise to 42% more than current regular pay scale. (The average would rise to 59% more.) Part-time faculty with many years of service would receive considerably more.

Comment: We've always argued for parity in compensation. The topic was discussed in negotiations. We don't believe we're there yet (negotiating implies compromise), but these increases are substantial, and leave us with a sense of real progress.

BENEFITS

By agreeing to participate as an institutional member of the National Adjunct Faculty Guild, the College has gained access for us to several health care packages at reasonable rates. In the near future, *P-fac* News will provide information on how to apply at your own cost.

The contract continues tuition remission for faculty and immediate family; now, however, faculty can take classes for up to a year after they have taught a course.

CANCELLATION FEES

We've always felt a bit like interchangeable parts, with classes liable to be canceled unexpectedly. A \$100 course cancellation fee applies if you are not offered a comparable course. Though the amount is not large, it represents an acknowledgment that part-time faculty often organize their lives and schedules around the Columbia class schedule, and are entitled to some compensation in the event a course offer is withdrawn. If the class is a new one which the faculty member has had to design, the cancellation fee rises to \$500.

REPRESENTATION

We've always said we're under-represented; now we have more of a voice. Department chairs are required to meet twice a year with *P-fac* department reps to discuss part-time concerns, and part-time faculty are invited annually to one combined full-time/part-time faculty meeting in their department. There will be four voting part-time representatives on the Columbia College Council (pending Council approval).

The College will invite part-time participation on committees recommending selection of chairpersons, the Academic Dean, and the President. The details of participation will vary. Though participation will generally be limited to one member, this provides a voice for part-time concerns and an opportunity to experiment with new forms of involvement.

GRIEVANCE PROCESS

A formal due-process system for dealing with complaints is established here. It sensibly begins with the teacher going to the department chair; a *P-fac* representative may be asked to accompany him or her, at the option of the part-timer. If the results are unsatisfactory, a process of appeal leads to the Human Resources Director, the Provost, and to arbitration. Covered areas are those specified in the contract, including discipline.

SECURITY FOR *P-fac*

P-fac has bargained on behalf of everyone in the bargaining unit, *P-fac* member or not. To insure *P-fac*'s continued ability to bargain effectively, unit members are required to contribute in one of two ways. Either they can join *P-fac* and pay regular dues (currently \$92.50 / year), or they can choose to not join and instead pay an "agency fee" which is slightly less than regular dues. (The agency fee doesn't include political action money for the IEA and NEA.) The simplest way to pay will be by "dues checkoff," a deduction from paychecks. (It may take a while to set this up.) Members have the option of paying by check. The College will refuse to hire anyone who fails to pay. (There are special provisions for religious objectors and those with documentable conflicts of interest.)

P-fac is also guaranteed an office, use of a copier, access to the campus mail and bulletin boards, so that we can continue to communicate with each other.

PROCEDURES FOR RATIFYING THE PROPOSED CONTRACT

The negotiating teams have already agreed on the contract, but it goes into effect only if ratified by *P-fac* members who are in the bargaining unit. The College's Board of Trustees must also approve; they meet March 15. Until then, we're operating under the old regime. Pre-contract arrangements will continue in force, and paycheck amounts will be unchanged. Look for some catch up in paychecks once the contract is actually signed.

Ballots will be mailed on February 15. Those eligible to vote must be members of the "bargaining unit" AND members of *P-fac*.

If you are not a *P-fac* member, please contact your *P-fac* Department Representative for a membership form, or call Pete Insley, membership chair, at (773) 283-0528.

WHY JOIN?

If you're in the bargaining unit, this is your chance to have a say in the contract. In the long run, *P-fac* is a voice for all part-time faculty. Join and become active to have a say in the future of part-time teaching at Columbia.

Ballots are DUE Thursday, March 4, 1999. They will be opened in the *P-fac* office (Wabash Bldg., Rm 721-G) on Friday, March 5, at noon. Any member who wishes may be present for the opening.

QUESTIONS?

Copies of the contract itself will be available at the Library (on Reserve); you may also contact your department representative.

"HOW MANY CREDITS HAVE I TAUGHT?"

Associate Academic Dean Steven Russell-Thomas (344-7631) is the person to ask if you're unsure.

A meeting will be held on February 20, at 2 p.m., in Hokin Hall, to explain the contract more fully, answer questions, and allow comments by members. Please plan to attend!

THE BARGAINING UNIT

The proposed contract will cover part-time faculty who are in the "bargaining unit" – meaning almost everyone who has taught eight credit hours before this semester (see below for the definition).

The bargaining unit includes: 1) all employed as part-time faculty for at least two complete consecutive semesters who have taught a total of eight credit hours or more (excluding one- and two-credit courses), and 2) all who have been employed as part-time faculty for at least three complete semesters of five complete consecutive semesters and who have taught at least three credit hours during each of those semesters. (This means all of you who teach a course every fall year after year, but don't teach in the spring.) Summer semesters are excluded in determining this. Excluded: part-time faculty who are also Columbia grad students or full-time staff at Columbia, those teaching non-credit courses, and a few others.

WHAT IF I'M NOT IN THE BARGAINING UNIT?

Many part-time faculty have not been at Columbia long enough (usually, by having previously taught 8 credit hours) to be in the unit, and a few are excluded for special reasons (notably Columbia full-time staff and grad students). *P-fac* can't legally negotiate for those part-timers. But some teachers who aren't in the unit this semester will join in the next year or two, when they have enough credit hours under their belts. We're hoping that our efforts will have a beneficial impact on everyone.

P-fac continues to invite membership by ALL part-time faculty. Those not in the unit may become Associate Members at a reduced rate.

METROPOLITAN PART-TIME FACULTY CONFERENCE

The Part-time Faculty Association of Chicago (*P-fac* – sound familiar?) is hosting a spring conference for part-time faculty throughout Chicago. Topics being considered include bargaining at Columbia College, creating a Chicago-wide part-time faculty organization, and union organizing of part-time faculty across the United States. If you have ideas, or are interested, please call Tom Suhrbur of the IEA at (630) 495-3250.

FIRST TUESDAY OF THE MONTH CLUB

We will meet Tuesday, March 2, from 3:30 till 6:00, at the Gourmand Cafe, 728 S. Dearborn. Join other part-time faculty for conversation over cappuccino or wine.

HELP WANTED

Website coordinator needed for *P-fac* needed. If you can help, please call (847) 864-6345.

THE NEGOTIATIONS: HOW THE PROCESS WORKED

By Jack Behrend

Note: P-fac members may have been wondering how come the negotiations seemed to take so long. Jack Behrend's article makes clear how difficult it was to come to agreement – and why P-fac negotiators were able to achieve so much. Jack, who teaches in the Film Department, was a member of the negotiating team.

The negotiating committee started meeting weekly on Saturday afternoons in February of '98, as soon as we knew we were elected. With Joe Laiacona (Academic Computing) as chair, we were Michael Caplan (Film), Ellen Shapiro (Marketing Communication), Nadine Bopp (Science/Math), Tom Osran (Journalism), Charles Mehler (Science/Math), Helene Smith-Romer (Academic Computing), Arnold Raiff (Fiction Writing), and myself.

Diane Davis, a Department chair at Oakton and President of their full-time faculty union, our IEA advisor, dropped in from time to time, as did Tom Suhrbur, our IEA organizer. Others, mostly from the steering committee, also stopped by so that within a few months we had a pretty good feel for the attitudes of our members.

We began by surveying agreements reached between teachers and other institutions of higher learning. When we looked for contracts that included part-time faculty, the list was very short.

Using elements of various contracts and some sample wording from IEA books designed for the purpose, we started to cobble together what we thought a contract should look like. This process took from February to May of 1998. At the end of that time we had a document/wish list that put on paper what we thought we wanted. We were ready to meet. The negotiating team and alternates were chosen; the committee's work was done.

The team members were Joe Laiacona (Chair), Ellen Shapiro, Michael Caplan, and myself, with Tom Osran and Nadine Bopp as alternates.

Management and union seemed to be light-years apart. As history, P-fac which has existed for five years, moved towards collective bargaining when the college refused substantive consideration to our recommendations for improvement. Their subsequent opposition to our organizing efforts indicated tough times ahead.

Toward the end of the getting-ready process, Diane gave us a book: "Getting to Yes," by Roger Fisher and William Ury, from the Harvard Negotiating Project. We read the book and were impressed. It described the usual negotiating process in which each side stakes out a position: We want _____; We will give

you _____; and after much trauma, expense, heartache and strike (or strike), a compromise is reached that makes no one happy, leaves everyone feeling betrayed.

In contrast, the book described a different approach: interest-based bargaining. The two sides go through a training program to learn the process, then sit together and cooperatively brainstorm the interests which each side brings to each issue.

We gave the books to the management team and suggested that the process might work for us. I was worried about the direction that negotiations might take, and I'm sure that I wasn't alone.

The management team agreed to give it a try. The problem: getting all of our schedules together for the training sessions. This was late May. Vacations were looming for most of the management people and some of us in P-fac had summer plans. The trainers, vital to getting the process started, had impossible schedules as well.

The first time we could all meet was late in August. So that was it: no contract to begin the new school year. We had dinner with the management team and went our separate ways until we met at the training session three months later.

We had two trainers: One representing management, the other and IEA trainer representing our union. There was some kicking and screaming, reluctance to spend three days doing training, etc., but we met and learned.

Training over, we set up a schedule of weekly meetings, usually Wednesday night, usually three hour sessions, starting the first week in September. At the first meeting we set protocols for future meetings; we agreed how we would go about agreeing. Negotiations were to take place around the table, not in the media. It was established that alternates could sit in on meetings but could not take a verbal part in them. We started with easy stuff. Our idea was to get everyone in the habit of reaching agreement

on issues of all kinds so that, just maybe, when we got to the tough stuff.

We didn't have long to wait. There is a huge difference between a paragraph acceptable to all and a blank page. The basic problem was words. But starting with things that we could all agree on (Academic Freedom, Union Rights, definitions), we did learn to agree, and we learned to appreciate those of us who could write with precision.

Let me digress to introduce the management team: Bert Gall (VP/Provost), Randy Albers (Chair, Fiction Writing); Paul Johnson (Human Resources), and Roger Schiness (Consultant to President Duff).

There are two very special people I must mention here. Joe Laiacona did a masterful job of holding us together, staying

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focused, and adhering to the idea of interest-based bargaining. He set up a communicating network that worked for everyone but me, a Neanderthal without e-mail.

Without Diane Davis we wouldn't yet have a contract, and when we finally did get one it wouldn't have been nearly as good for us. Being a department chair herself (at Oakton), she brought an understanding of management's needs as well as union attitudes to the table. Holding to the principle of interest-based bargaining during some fairly intense bickering, Diane was a rock.

Well, bicker we did, but we made steady progress too. Almost every meeting began with a paragraph one of us had put together, usually along lines that had been agreed to, and before long, after much revision, we had an agreement on some component of the contract. It was slow, it was tedious, it was maddeningly repetitive, but it did move along.

We worked for three months off and on, mostly on, on the benefits program. If real estate is location, location, location, the health insurance business is numbers, numbers, numbers. Every carrier we talked to asked how many people were in our group. We didn't know. We did know that health insurance was very important to some members.

After months of trying to sort through the murk, we put a survey together so we could learn who was really interested and in what. We got only 72 responses, 15 of them not wanting insurance. With a group of 57, you can't get a carrier to be interested. We did find one in Ann Arbor who would take members on an individual basis if the college would join as an institution. It did. Our hope for the future is that the NEA will put a group

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plan together for part-time faculty. With P-*fac* as the core they have something to work with.

One hill to die for was the principle of agency fee with dues check-off. The college agreed that teachers who don't sign off on this won't be rehired. As treasurer, I can assure you that this is vitally important.

Compensation, of course, was the big issue. We left it till last, so that the detail work would be behind us. From the blank page to the final agreement took about two months but the spirit of interest-based bargaining took us through.

Interest-based bargaining does not always work; there are no guarantees. Three things came together enabling our negotiations to succeed in five months – a process that often takes three years when starting from scratch.

Both teams had the unqualified support of their bosses. We never had to stop the process to

get an approval, and neither did the other side.

We had a mix of personalities on both sides that was just right. One person on each side questioned the interest-based process, but went along. All the people on both sides were committed to making it happen, and were smart enough at every step to do what had to be done. I feel privileged to have worked with all of these people.

I hope you are happy with the contract. I am. Not because of the work and the hours but because it is a good contract. The average P-*fac* member will get a \$1000 increase for each course.

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P-*fac*
NEWS

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