

P-fac NEWS

Part-time faculty association at Columbia

December, 1998

TOWARDS A CONTRACT

By Joe Laiacona

You have undoubtedly all heard that you can always tell a Swede but that you can't tell him much, so I'm going to begin with the caveat, "I can't tell you much."

At the beginning of the negotiation process we and the administration agreed to bargain at the table and not to bargain anywhere else. We agreed not to use the power of the press, the power of gossip, or the power of side deals and smoke-filled rooms to write a contract. That said, let me tell you what I can tell you.

First, we are using a non-confrontational technique called "interest-based bargaining." That means that issues are faced first by finding what interest each stakeholder has, rather than in what position they want to stake out. The result is a dialogue that is far greater in reach and depth and, more importantly, one where we can arrive more closely at a win-win- situation.

Secondly, once we have agreed on our mutual interests, we brainstorm, looking for ways to meet those interests. This brainstorming leads to solutions which lead to paragraphs. In fact, the paragraphs give us a great opportunity to talk about grammar and punctuation.

We have met with the administration weekly since the beginning of September and have tentatively agreed to more than ten pages of paragraphs.

Let me add my second caveat. Our process is to tentatively agree. There will be no actual agreement until we are able to agree on the contract as a whole. The rationale for this is simple. Most of the paragraphs of the contract are closely related to other paragraphs. Taken singly we may or may not agree on a given paragraph. In relationship to the whole contract, though, that specific paragraph

may make the most sense. Hence all agreement is only tentative.

And our agreement is tentative because it contingent upon ratification by the Board of Trustees and by the membership of P-fac. There will, in fact, be no agreement agreed to until your votes are tallied. The members alone can ratify any agreement. Until then we can only do our best to tentatively agree.

So what are we talking about?

Certainly compensation. We are representing everyone's interest in salary and benefits. And, yes, without going into details I can say that we've read your wish lists and are doing our best to achieve a just and equitable contract.

You might be interested in knowing that some of the broad topics of the contract include Grievance, Disciplinary Appeal, Academic Freedom, Seniority, Management Rights, Faculty Responsibilities, Salary, Benefits, Association/College Relationships, and Governance.

I'm sorry that I can't tell you much.

But let me say that we have found the administration's negotiators to be forthright, open, and concerned that we fashion a contract with which we can all live. Our dialogues have been just that: real heart to heart meetings of intelligent and informed people. We are being taken seriously, and the respect that these administrators have for all the part-timers is evident.

Even if it's not much, it is very true to say that "Things are going well. We hope that you will be well pleased by our efforts."

P-FAC ELECTIONS

In October, P-fac members elected new Department Representatives, and chose four members of the Steering Committee at large. P-fac is governed by an Assembly of Department Representatives, and by the Steering Committee. On November 21, the Assembly of Department Representatives chose three additional Steering Committee members, each with specific responsibilities. Joe Laiacona was elected to continue as chair of the negotiating committee; Pete Insley, also incumbent, will head the membership committee, and Christopher Thale will head the publicity committee.

There were no reported elections upsets; the supply and demand for activists is more or less balanced, though any of you who would like to pitch in would be welcome.

Publicity and editorship of P-fac News has till now been in the capable hands of John Stevenson, a founder of P-fac some five years ago and a key activist ever since. John continues to be active in the publicity committee, and he is a Department Rep as well.

The Assembly heard a presentation on negotiations by Joe Laiacona, followed by considerable discussion.

A SENSE OF COMMUNITY

Communication among part-time faculty is one of our greatest problems. To overcome isolation, Baheej Khleif has instituted the First Tuesday of the Month Club, to encourage conversation among part-time colleagues over a cup of cappuccino or a glass of wine. The goal is to meet and talk, and share ideas. Baheej, who is a Department Rep from Liberal Ed. and a member of the Steering Committee, brought the idea from his days teaching in Massachusetts.

The next get-together is scheduled for January 5, from 3:30 to 6:00, at Gourmand Cafe, 728 S. Dearborn. Come if you can.

HAVE YOU REGISTERED TO VOTE (ON A CONTRACT)?

Before long, *P-fac* expects to have negotiated a proposed contract with the administration. But this is only a proposed contract. The final decision rests with *P-fac* members, who must vote to ratify any contract before it can take effect. If the membership rejects it, the negotiating team must go back to the table.

To vote, you must be a *P-fac* member and a member of the bargaining unit. Are you a *P-fac* member? It's not too late to join – not too late to have a voice in what promises to be a historic event.

P-fac Department Representatives have membership information; you can also call *P-fac*'s hotline at 773-281-0975.

But what if the negotiations hit a brick wall? Then your membership would be doubly important, to remind the administration that we're united and serious.

And if you're not in the bargaining unit, you're still welcome to join *P-fac*, either as a regular member or an associate (which is cheaper).

OUR FUTURE IS AT STAKE – A contract with the college will be no universal fix for our personal or professional problems, but it ought to be a good start. A good contract might be measured by its contributions to personal and professional morale. That judgment is, in the end, up to the members of *P-fac*.

THE BARGAINING UNIT

P-fac is negotiating a contract covering 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 grad students or full-time staff at Columbia, those teaching non-credit courses, and a few others.

DEPARTMENT CHAIRS AND PART-TIME FACULTY VOICES

Numerous department chairs will be selected during the next year; part-time faculty have no formal voice. This – and the utter voicelessness of the part-time faculty in virtually all the affairs of the college – are topics for bargaining. Meanwhile, part-time faculty in some departments have made it their business to get involved informally. When the Art Dept.'s search committee sought input from everyone, *P-fac* department representatives met with them.

Other departments may be less open, but part-time faculty should make their concerns known, to friendly full-timers (and many are quite sympathetic) if not to search committees. Some concerns are highly local, unique only to one department; others are universal. Are candidates for chairs willing to articulate a vision for the future of the part-time faculty? To articulate principles which ought to govern relations among the college, the full- and part-time faculty, and the chairs? What do they think about parity and proportionality as guiding principles, and how might they interpret them?

VARIETIES OF EXPLOITATION – AND RESISTANCE

University of California's teaching assistants went on strike on December 1, demanding recognition of their union from a very recalcitrant employer.

Though their situation differs from ours at Columbia, at heart is a common experience of marginalization. Colleges expanded tremendously over the last fifty years, and as they did so they began to rely on more and more teachers who were defined as marginal and paid to match. In the first phase, it was largely TAs who provided this cheap labor, which enabled American colleges to teach so many students (at comparatively low cost). In the second phase, it was part-time faculty whose ranks swelled, allowing colleges to continue to fund advising, research, building, and much else in the face of budget-cutting. Temporary faculty are another growing group of underpaid college teachers without significant job security; and distance learning (via internet) threatens to create yet another group of exploited faculty.

Columbia's experience is unusual in some respects. Part-time faculty have always been central to the college, for both good reasons (tapping artistic and professional expertise) and bad (low pay). Only recently has the college found itself with a corps of grad student teachers.

Unlike the California TAs, the part-timers at Columbia are bargaining – though only on behalf of those in the “bargaining unit” which (by agreement with the college about a year ago) limits *P-fac* to negotiating only for faculty who have been at the college for several semesters. The same agreement specifically excludes graduate students altogether – a provision to which we reluctantly agreed for practical reasons. (*P-fac*, incidentally, welcomes grad students who teach part time.) Still, the law governing private colleges has helped us more than it's hurt. The California TAs, under California law, were forced to spend years in court for the right to bargain; since the law doesn't oblige the University system to bargain, the TAs finally concluded they had no choice but to strike. Our exploitation is considerably worse than the California TAs'. Not surprisingly, the excuses for exploitation are different too. The TAs' exploitation is justified by their apprenticeship status (imagine the argument that apprentice plumbers shouldn't receive a living wage or benefits); ours, by our part-time status (as if that made it easier to teach a course).

For info, see the Association of Grad Student Employees website at <http://www.laborcenter.org/agseuaw/>

HELP WANTED

P-fac still needs a volunteer database manager, to help us maintain membership lists and the like. If you know databases and would like to help, please call (847) 864-6345.

IF YOU TEACH ELSEWHERE and would like to learn about part-time faculty organizations there, or start something yourself, call Tom Suhrbur of the IEA at (630) 495-3250, or Hazel Loucks, the IEA's director of higher education, at 1-800-252-8076.

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