

E-NEWS: URI/AAUP PART-TIME FACULTY UNITED

July 2009

Special Issue

UPDATE ON CONTRACT NEGOTIATIONS

Dear Part-Time Faculty Colleagues:

It has been several weeks since the last update to you regarding the continued efforts by the URI/AAUP Part-Time Faculty United (PTFU) Contract Negotiation Committee (CNC) to secure a fair and workable contract with the University of Rhode Island (URI)/Board of Governors for Higher Education (BOG). Several important events have occurred that have driven the negotiations forward in a new direction.

As stated in past newsletters, the URI/BOG is using a variety of tactics to delay the creation of a contract for the URI part-time faculty. It is clear that one of the URI/BOG's strategies is to postpone as long as possible ratifying a contract that will increase the amount of money they pay to their part-time faculty. As you know, part-time faculty are paid dismally small salaries and receive no benefits of any kind even though they generate substantial income for the University.

We showed the wide gap between income generated from course sections taught by URI part-time faculty and the salary paid to PTF during the same period. As you will recall, in the **Just The Facts** document (a copy is attached) we prepared and forwarded to you earlier, for the 2007-2008 academic year **the income brought into the university** for the 1136 courses taught by part-time faculty at URI in that year **amounted to \$52.80 million dollars**; the total amount **paid in salaries to the part-time faculty** who taught these 1136 course sections in 2007-2008 **was \$3.98 million dollars**. In sum, the **difference between** what the part-time faculty **brought in** that year and what they **were paid** in salaries for that same year **totals \$48.82 million dollars**.

What was this \$48.82 million dollars spent on? Why wasn't some of this \$48.82 million dollars spent to increase part-time faculty salaries? Isn't it fair to request that the URI/BOG provide data stipulating how payments were made out of this \$48.82 million dollar fund with a line item list of payments that were distributed from this source of income? This income figure represents the gain to the University for only one academic year! Over a five-year (5) period of time the income generated by the part-time faculty at URI totals \$244.2 million dollars. During this same period of time the amount paid in salary to part-time faculty totals \$19.9 million dollars. This difference equals an income gain for the University of Rhode Island of \$224.2 million dollars. Still no raise; still no benefits.

It is clear to us that the delaying tactics being used by the URI/BOG are designed to make it possible for them to continue this inequity as long as possible for whatever fiscal

reason they choose while continuing to pay part-time faculty a salary that is below minimum wage.

The PTFU's CNC is aware of the contributions of all part-time faculty to the University's fiscal status and the quality of their teaching contribution to URI's undergraduate and graduate programs. We also are acutely aware of the strategies being used by the URI/BOG against the efforts of the PTFU's CNC to negotiate and bring to the PTFU a fair and equitable contract for, to repeat, the significant contributions they make to the delivery of URI's teaching programs on a semester to semester basis.

Listed below are other major obstacles that we have been and continue to be confronted with:

- The PTFU CNC has had **to file four (4) Unfair Labor Practice Charges (ULP) against the URI/BOG**. Two were resolved in PTFU's favor, and one has been declared in our favor with a hearing scheduled in September for appeal and advisement, and another one has been declared in our favor and is scheduled for a hearing in October. In each case, the ULP Charge was filed by the PTFU because URI/BOG acted in a manner that violated RI State Labor Relations Board rules and regulations stipulating the practices of good faith collective bargaining.
- Since we began official negotiations in May 2008, the CNC has never cancelled a scheduled negotiation session. The URI/BOG has cancelled several. The CNC has been open to many meeting times, but there have been several weeks between negotiation sessions because of the alleged unavailability of some of the URI/BOG committee members. There have been as many as six to eight weeks (2 months) delays between meetings because of URI/BOG unavailability.
- After we successfully reached tentative agreement on approximately ten (10) non-monetary contract items, the URI/BOG re-introduced its insistence on their Maintenance of Bargaining Unit Status clause. This proposal was earlier rejected by the CNC on the grounds that the language used by the URI/BOG is language designed to "limit the size of the bargaining unit" (in response to an inquiry from the CNC, the URI/BOG negotiator openly acknowledged this to be true).
- At this point, the URI/BOG refused to continue any contract negotiations until the language of the Maintenance clause was resolved. Since RI Labor Law allows that negotiations may continue even though a mediator has been appointed to address a particular issue, the CNC requested that negotiations continue. The URI/BOG refused.
- In December, URI/BOG filed a request with the RI Labor Relations Board asking for the appointment of a mediator to address this issue. The process involved:

- The first meeting was held on February 3, 2009, with the Labor Board's appointed mediator present. After considerable discussion, it was agreed that the CNC would submit an amended version of the Maintenance clause, which was submitted at the next meeting on June 17, 2009 (please note the long delay between dates here-- from February 3, 2009 until June 17, 2009— almost four months between meetings). Although we made concessions in the amended Maintenance of Bargaining Unit Status clause, the URI/BOG remained intransigent, refusing to consider any changes in the Maintenance clause language.
- The CNC refused to further dilute the language of the Maintenance clause. This clause concerns the point at which a part-time faculty member loses the right to be covered by the PTFU contract and the protections it provides. The CNC knows that their language is, again, designed to make part-time faculty members vulnerable, on an annual basis and, concomitantly, to weaken the union by deliberately and unilaterally dropping part-time faculty out of the protections provided for in a union labor contract. The URI/BOG refused to move from their position on this item.

Thus, because of this impasse, the mediated negotiations were formally terminated by the RI Labor Board's appointed mediator. He filed (June 19, 2009) his report with the Labor Board stating that impasse prevails and that his work was completed.

- Again, as mentioned above, the CNC requested that, while continuing to work on the language of the Maintenance clause, the CNC and the URI/BOG resume negotiations on other items in the proposed contract that have not yet been discussed. This the URI/BOG refused to do.

The PTFU CNC has now been in contract negotiations with the URI/BOG **for sixteen (16) months**. And while tentative agreements have been reached on many important non-economic issues, we have reached impasse on most of the substantial items that remain to be negotiated.

From the outset, the URI/BOG has not, in the view of the CNC, engaged in good faith bargaining. They refuse to continue negotiations. Instead they engage in several stalling tactics, including the refusal to negotiate language that is arguably negotiable. The sticking point in the Maintenance clause is the length of time that a part-time faculty member may be covered by the protections of a union contract. The BOG wishes to shorten this to a one-year period of time. The CNC finds this unacceptable and is continuing to fight for the inclusion of a larger number of part-time faculty members by covering a longer period of time. The URI/BOG again acknowledges that their proposed language for the Maintenance clause is “designed to limit the size of the bargaining unit.” From our perspective, we believe the new contract should include, on a continuing basis, as many part-time faculty as possible.

We have learned from the part-time faculty at Rhode Island College (RIC/AFT) that the RIC/BOG has told them that they (RIC/BOG) will not negotiate any salary increase at all and will not negotiate any benefits, including medical benefits and tuition waivers. The RIC/AFT part-time faculty plans to bring their issues to mediation soon. The CNC, thus, is prepared for a fierce series of negotiation sessions when these issues are (finally!!) brought to the table for discussion.

In the meantime, because of all the delays and refusals by the URI/BOG, the CNC is forced to bring the URI/PTFU contract negotiations to arbitration. The CNC's legal counsel is submitting a formal request to the American Association of Arbitrators to begin the process of arranging for arbitration.

The CNC continues to hold steadfast and strive towards achieving its goals and purposes against a wall of refusal by the URI/BOG. The CNC works for the good of the part-time faculty at URI, and this duty is taken very seriously. When the negotiations are completed, our first union contract will be a strong document of which the URI PTFU can be very proud.

To note, in closing:

URI's NEW LOGO (ADOPTED SPRING 2009) IS: "THINK BIG - WE DO"

WE BELIEVE "THINK FAIR" NEEDS TO BE ADDED TO THIS LOGO

URI/AAUP PTFU Contract Negotiation Committee

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WE ARE SUPPORTED BY

**URI Faculty Senate; URI Student Senate; URI/AAUP Faculty Union;
National American Association of University Professors (AAUP)**

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