

Part-Time Faculty Contract Negotiations at URI: A True Story

Contract Negotiations Update: Why Don't We Have a Contract Yet? What is Taking So Long?

As you well know, your URI Part-Time Faculty United (PTFU) Negotiating Committee has been engaged in contract negotiations with the University of Rhode Island/Board of Governors for Higher Education (URI/BOG), since May of 2008, attempting to secure our first Collective Bargaining Agreement. With the recent announcement of the Rhode Island College part-time faculty union's ratification of their first CBA, we are well aware that some of you are wondering why URI's part-time faculty does not yet have a contract. The purpose of this newsletter is not only to update you on the progress of our negotiations, but also to address these questions and provide you with what we believe to be the answers that so rightly make the current status of our negotiations necessary.

Why Don't We Have a Contract Yet?

Throughout the collective bargaining process, the URI/BOG has employed every classic obstruction possible, one after the other. And the PTFU Negotiation Committee has had to deal with persistent intransigence, on the one hand, and on the other an unfaltering attitude of disrespect on the part of the URI/BOG. To put it somewhat differently, the PTFU Negotiation Committee has been and continues to be treated with the same kind of dismissive disdain that part-time faculty have endured for decades at URI, a pattern of treatment of which you are well aware. There are many reasons why the URI/BOG and RIC have already reached an agreement on a contract for the part-time faculty at RIC. And we want to congratulate them on their achievement. But truth be told, from what we have learned, the RIC Negotiating Committee did not have to deal with the kinds of obstacles placed before the URI PTFU Negotiating Committee.

These obstacles include, among others: 1) the URI/BOG's on-going refusal to meet for negotiations on a regular basis; 2) the URI/BOG's refusal to provide statistical data necessary for the PTFU Negotiation Committee to negotiate intelligently on specific issues; and 3) the URI/BOG's unilateral action, when contract negotiations were/are in progress, in reducing for the Spring 2009 semester the course load of numerous part-time faculty by restricting them to teaching only two (2) courses rather than the three (3) courses they had originally been assigned to teach in the Spring 2009 semester.

1. The URI/BOG's ongoing refusal to meet:

Since these negotiations started in May of 2008, **the URI/BOG has cancelled well over 25% of all scheduled negotiation meetings.** This is a well-known delaying strategy used by administrators/ managers in their collective bargaining activities, and one that is commonly employed by management/ administrators in the hope of generating unrest and dissension among the bargaining unit membership as negotiations drag on. **Do not be persuaded** – through unity and persistence, we all will benefit by remaining undeterred and pursuing a just and equitable contract to its conclusion.

And remember:

Don't believe the rumors that the URI/PTFU Negotiation Committee is being stubborn, or, that we are asking for too much in our efforts to improve things for URI's part-time faculty. As you all know, such rumors are also the typical kinds of things administrators say during collective bargaining contract negotiations in an attempt to divide and conquer, and, at the same time, to try to persuade the part-time faculty, and their supporters, to accept a woefully inadequate set of proposals from the URI/BOG.

2. *The URI/BOG's use of delaying tactics in other aspects of the negotiating process:*

Not only did the URI/BOG request postponement of the most recent Unfair Labor Practice Complaint hearing before the Rhode Island State Labor Relations Board (Thursday, October 29th), which was to deal with the very issue of their refusal to meet, but we have been forced to **file four (4) Unfair Labor Practice Complaints against the URI/BOG** during the course of these negotiations, all of which have been determined to be meritorious by the RISLRB.

Another telling example of these delaying tactics on the part of the URI/BOG is their intransigence during negotiation meetings and extensive use of "straw man" arguments concerning trivial issues, which has often resulted in entire negotiation meetings to be essentially wasted. **One such example is the URI/BOG's insistence, when discussing the contract article entitled, "Consultation with the President," that the word "shall" in our proposed text be replaced with the word "may."** (FYI, in the URI full-time faculty contract, as well as the URI Graduate Student Contract, the word shall is used in the same Article.) After spending a great deal of time across several meetings, the PTFU prevailed and the word shall appears in the document. In essence, the URI/BOG was attempting here to reduce the standard, bi-annual meetings between representatives of the union and the University's President to meetings that would – or would not – take place at the whim of the Administration. This is a clear example of the way the URI/BOG has behaved throughout the negotiations and is emblematic of the tactics they have consistently employed.

3. *The URI/BOG's lack of "good faith" bargaining both in negotiating sessions as well as in Mediation:*

The above examples readily establish the "bad faith" bargaining tactics of the URI/BOG in negotiating sessions, but we have encountered "bad faith" bargaining as a delaying tactic in the Mediation process, as well. **This Mediation process, requested by the URI/BOG, took a total of six (6) months to complete, a delay due primarily to the supposed schedule restrictions of the URI/BOG team members. As a result of these schedule restrictions, it took six (6) months to schedule and hold a total of only three (3) Mediation sessions.** During the Mediation sessions themselves, the URI PTFU Negotiating Committee twice made concessions that we believed would end the impasse on the first and only item addressed – in both of these instances, the URI/BOG refused to compromise in any way, and the Mediator decided to declare an impasse and end the Mediation process -- after three meetings that took six (6) months to complete.

What is Taking So Long?

As you all know from previous PTFU E-NEWS we were compelled to file for Interest Arbitration on July 31, 2009 with the American Arbitration Association. The steps and procedures required to finalize preparations for Interest Arbitration were lengthy and have resulted in the first Arbitration hearing scheduled for November 17, 2009 – we have been diligently preparing for this and successive Arbitration hearings.

However, we know that the question on many PTFU members' minds is whether the time it has taken and will continue to require to pursue Arbitration will be worth it? In short, we believe the answer is yes. It is essential that we present our case for the contract proposals we have put on the table in a place where our proposals will receive a fair and unbiased hearing.

While we had reached tentative agreements on a number of important contract items before the URI/BOG requested Mediation – among them, a grievance procedure which ensures that part-time faculty at URI will have recourse against unfair and biased treatment in their place of employment. **The URI/BOG has refused from the start to compromise in any way on the most basic issues that hit us all when we are at home, sitting in our kitchens with our families: job security, a seniority system, equitable compensation for all PTF, and access to basic benefits like group health insurance and tuition waivers. Of course, this list does not even address other important issues the URI/BOG has refused to agree to, like academic freedom.**

Here are some examples of the specific proposals we hope to achieve in the Arbitration process:

1. Equitable compensation for all PTF at URI:

Regarding any discussion of increased compensation, the URI/BOG's flat and consistent response has been, simply, "**no**." In fact, they have even refused to discuss this issue in any way whatsoever, even when faced with clear evidence that part-time faculty at URI have long been and are being abused in this respect. **(A Reminder: In the 2007-2008 academic year the income generated by course sections taught by part-time faculty at URI totaled \$52.80 million dollars. In the same academic year the amount paid to part-time faculty at URI totaled \$3.98 million dollars.)**

The PTFU Negotiation Committee has discovered through careful and exhaustive research that URI's part-time faculty has been and continues to be paid approximately 25% less than their peers at the other New England public research universities, and this has been the case for a number of years. Further, URI's part-time faculty are also paid approximately 15% less than their peers at the other universities and colleges within Rhode Island. The exact same type of data results are found when URI is compared to the "Peer Institutions" which the URI administration itself chose in 2004 for the purpose of future comparisons and planning.

Taking the above information into account, as well as the URI/BOG's refusal to even discuss a compensation increase of *any* kind, it is not surprising to find that all of URI's statistical data, provided to both the URI community and the public at large, seriously understates the number of PTF at URI in any given year. **For example, for the year 2007 – a year in which URI employed about 400 part-time faculty members – all of URI's statistical data lists the number of part-time faculty at URI as 28. Yes, you read that correctly – for 2007, URI presented a picture of itself to the world that was short about 400 part-time faculty members. Do you feel invisible now? We do too.**

Why would URI's administration so seriously misrepresent the number of part-time faculty they employ? Only the administration can answer that question. But we have every right to request that they provide an explanation of why this misrepresentation of the number of part-time faculty at URI repeatedly occurs. (If it is a mistake, it has not yet been corrected publicly.) What *we* can answer is this: the part-time faculty who teach at URI are an excellent value for the paltry sum they are paid, providing a revenue surplus of approximately \$49 million dollars during the 2007-2008 academic year. Again, the question: Why, when it comes to the picture URI presents of itself to the world, are part-time faculty hidden rather than acknowledged as the key players they are in the delivery of the undergraduate curriculum offered to the students who attend our University.

2. A fair seniority system for all part-time faculty at URI that provides job security:

How is the assignment of courses that part-time faculty will teach each semester determined right now? Your guess is as good as ours – in fact, we all know of some long-serving part-time faculty members in good standing who have found themselves inexplicably on the outside looking in, without any courses, while sometimes completely untested new hires are found to be teaching the course sections they had always been assigned. This is really an unacceptable situation and the pursuit of a seniority system based upon service is central to our goals.

3. It has long been established practice for many part-time faculty at URI to teach three (3) course sections per semester if they are offered and accepted. In direct violation of Rhode Island Labor Law, the URI/BOG has attempted to roll back this part-time faculty right before our first contract agreement is ratified. This is an affront to the very sense of fairness we all hold dear, and your PTFU Negotiation Committee will stand against this attempt by the University to steal this right from URI's part-time faculty.

The URI/BOG acted unilaterally, and irresponsibly, when contract negotiations were/are in progress, by reducing in the Spring 2009 semester the course load of numerous part-time faculty by restricting them to teaching only two (2) courses rather than the three (3) courses they had earlier been assigned to teach. While this is the subject of ongoing UFLPC hearings, the URI/BOG's position is that the possibility of PTF teaching three courses in a single semester has never existed and wants us (PTF) to literally beg for special dispensation from the Administration each and every semester if we are to do so – of course, the criteria used to determine whether this dispensation will be granted will no doubt reduce the number of PTF teaching three (3) courses in a single semester to exceedingly few, if any.

It is the PTFU Negotiating Committee's position that this right to teach three courses in a single semester has long been established by past practice at URI, and we will resist the URI/BOG's attempts to reduce our rights through the use of unilateral tactics, then make PTF beg for the return of only some fraction of those rights. The possibility of teaching three courses in a semester has long been established practice at URI, as we all know, and we will settle for nothing less in our first contract.

4. Access to basic benefits, such as group health insurance plans, life insurance, leaves of absence without loss of seniority, tuition waivers, and the like:

Again, this is an issue to which the URI/BOG's response was simply a dismissive "**no.**" As we all know, many part-time faculty at URI piece together a living with several jobs, usually with one such position being outside their field and discipline, simply to gain access to any benefits at all. Of course, an even greater number of part-time faculty at URI have no access to any basic benefits at all, through any position. Given the fact that many part-time faculty at URI have taught here for years, if not decades, hoping desperately that they do not fall ill-- **PTF taught close to 40% of all undergraduate course sections offered at URI during the 2007-2008 academic year--** and you have identified as one of your top priorities the need to secure a reasonable set of benefits in the first contract for URI's part-time faculty.

We hope these facts and explanations have answered your questions. The PTFU Negotiation Committee remains committed to achieving a fair and equitable first contract for the part-time faculty at URI. We look forward to persuasively presenting our arguments, and our statistical data in support of these proposals, that we will put forth in the upcoming Arbitration process.

In solidarity,

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