

Unionizing in Chicago: Big Gains for Part-Timers

By Joseph Laiacona

Columbia College Chicago is a private, four-year, open admission college that specializes in the arts, communications, and public relations. Practically, this means our film department is large, our journalism department popular, and our arts, design, and photography departments are big drawing cards for our more than 9,000 students.

Revitalized by a forward-thinking educator named Mike Alexandroff in the early 1960s, Columbia has grown remarkably in the past thirty years.

A significant factor in the college's appeal is its practice of employing large numbers of part-time faculty who are professionals in their given fields. Students have flocked to Columbia because they knew their educators would have both experience and contacts, lots of them, in the real world of their chosen careers.

By 1997, when this story begins in earnest, Columbia had a full-time

faculty of just over 200 and more than 900 part-timers. To say that Columbia depends on part-timers is a mild statement. Among other things, the large part-time faculty contributed to Columbia's boast that "tuition is the lowest of any private college in Illinois."

But most part-timers, as critical as they were to the college's mission, felt disconnected from the Columbia College community, isolated from the general flow of institutional information, and divorced from any sense of participation in the governance, direction, and policy of the college. Put succinctly, as important as their voice was in the classroom, it was remarkably unheeded elsewhere in the institution.

Before we spring forward too quickly, let me add a little history. The Part-time Faculty Association at Columbia (P-fac) began in 1993 when several part-timers in the liberal education department met to discuss ways to improve their working conditions, especially

Joseph Laiacona is a part-time instructor in the academic computing department at Columbia College Chicago and president of P-fac/IEA/NEA, which currently represents more than 400 part-time instructors. He holds a B.A. in philosophy from St. Michael's College, Winooski, VT, and a M.S. in Business Administration from Indiana University. Additionally, he is employed by Rinella Internet Services and is a free-lance technical writer. He may be contacted at joseph@laiacona.org.

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salary, benefits, and the isolation part-timers felt.

The group met regularly and, in fall 1997, conducted a survey to find out what part-timers thought about their working conditions and status at Columbia. The survey results revealed a great deal more dissatisfaction than anyone realized.

Not surprising was the information gathered on income. As recorded in a P-fac flyer:

This is not a high income group as a whole, though incomes vary. Roughly one in five earn over \$40,000. But almost as many—15.2% — make less than \$10,000, and about half earn under \$20,000 each year. It seems likely that a very large number are earning low to moderate incomes working multiple jobs.

Based on the results of the survey, the group composed a petition entitled Proposed Changes In Part-Time Faculty Working Conditions and gathered signatures. More than 300 part-timers endorsed the proposals as a place to begin dialogue with the administration.

On June 12, 1997, six P-fac representatives met with Columbia College President John Duff, the executive vice president, the provost, and the academic dean.

In essence, the P-fac represen-

tatives presented the history of their association, the results of the survey, and the group's proposals. The P-fac representatives emphasized the group's desire to begin a dialogue on the issues.

The six were met with a kindly but solemn "No." President Duff voiced sympathy, to be sure, but cautioned that the trustees would never approve such measures, that the administration had already taken steps to improve part-time working conditions, that it would be too costly, and that present structures were more than adequate to solve the problems the group presented.

P-fac followed up with a letter to the president dated July 25, 1997, asking that a study committee be appointed:

We realize that the changes we are proposing are significant and not easily achieved in one meeting. You reminded us several times about the fiscal restraints under which we all must live. Therefore we ask you to use your authority as President to appoint, within the next six weeks, an ad hoc committee with the mission to arrive at mutually acceptable recommendations to improve the wages, benefits, and working

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conditions for part-time faculty.

The subsequent lack of an official reply from the president did little to encourage the group.

Events have a way of carrying people along, and it was a happy circumstance that while Columbia was refusing to talk with its part-timers, the part-timers at UPS were on strike. The national well-spring of support for their cause heartened us to think we might be able to bring the force of federal law to bear in our favor. If Dr. Duff won't meet with us, the National Labor Relations Board (NLRB) will get him to do it, we thought.

So this, rather frustrated group went shopping for a union. As modern consumers, we interviewed several organizations and finally agreed to affiliate with the Illinois Education Association/National Education Association. It was IEA/NEA's organizational structure—strongly democratic and highly participatory at the grass-root level—that made it the organization of choice.

We began collecting signatures on a petition for union recognition in September 1997, getting nearly 100 on the first day. In November, we submitted the signatures to the NLRB.

The petition signing went easily, but the ensuing adversarial stance from the administration

confirmed our worst fears: The administration aimed as much anti-union publicity at us as they could.

Fearing protracted legal battles if we did not arrive at an agreement to hold the election, P-fac and the administration belatedly entered into last-day negotiations over the size of the bargaining unit.

The negotiations, begun the night before our scheduled NLRB hearing, were frustrating and acrimonious. It was the worst-case scenario: We were closed in one room, they in another, as lawyers shuttled between us, discussed options, returned for replies, and then met again with the other side's legal team. This was not an auspicious beginning for union-administration dialogue. But we did finally agree on a bargaining unit.

Once the election campaign began in earnest, it was clear that the administration meant to be adversarial, though, it should be noted, they always "played by the rules." They hired an out-of-state law firm that specialized in higher education labor matters and repeatedly communicated to our constituencies the "dangers" of unionization.

More significantly, the tenor of that first official labor board meeting began to infect what had up-to-then been a rather friendly, almost familial, environment. What little

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rapport we thought we had appeared dashed by the administration's union-bashing rhetoric.

If we win, we thought, how are we ever going to successfully negotiate our first contract?

Experienced union activists told us of first contracts that took as long as two years to finalize. The word "strike" was mentioned more than once, though we hesitated to use the word in public.

The February 1998 vote tally proved that the majority of the part-timers supported us. Some 299 votes were cast in favor, 80 opposed, giving us a majority of almost 80 percent.

Yet we knew our work had just begun.

Immediately after the vote count, a team of 10 volunteers, eight of whom had never read a union contract, began meeting weekly to construct a negotiating strategy.

Our IEA/NEA organizer offered us counsel and literature. We spent the next four months doing our homework: researching, debating, refining our goals, developing rationales, and just simply trying to figure out what we should do next.

It was near the end of this phase, when we had a proposed contract ready to hurl onto the negotiating table, that IEA Higher Education Director Hazel Loucks

suggested we read *Getting to Yes*, by Roger Fisher, William Ury, and Bruce Patton.

"Might we be interested in trying interest-based bargaining?" she asked.

Frankly, the three days of negotiations we had experienced in the NLRB offices had left a very bad feeling with all of us. We hadn't organized a union to rip apart our rather friendly college environment. As part-timers, most of us had other professional interests and demands. We taught for more than just the money.

In fact, nearly a third of the part-time faculty, we estimated, didn't teach for the money at all, since they enjoyed a decent income from their non-academic careers. It was the college's unique mission and the chance to interact with its talented students that motivated many to teach at Columbia College in the first place.

So we passed around copies of *Getting to Yes* and scheduled a Saturday morning meeting with an IEA consultant to discuss what it might mean to use this methodology.

This meeting convinced the committee that there might be a way to reform our campus without polarizing it. After all, at the heart of our unionism was the desire for dialogue, to bring democratic principles to our workplace.

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form the requested ad hoc committee that had been the impetus to organize, though one could well argue that it was only one of the straws that broke our back.

Our next step was to see if the administration might be willing to consider interest-based bargaining. A fellow negotiating team member and I brought a copy of *Getting To Yes* to Provost Bert Gall, who, we had been told, was in charge of negotiations. We asked him to read the book and come to a training session with us.

Eventually, we worked out a joint meeting of both negotiating teams, led by a union facilitator and a lawyer who usually represented school administrators. The abbreviated two-day seminar was enough to convince everyone, even if they were still reluctant, to try the process.

If this fails, we reasoned, we can always fall back on traditional argumentiveness.

Our first meeting was devoted to defining the rules of discussion. Issues like quorum, note-taking, and confidentiality were agreed upon, with each side defining what it saw as a problem, both sides brainstorming solutions, and then arriving at what met as many of our mutual interests as possible.

Our team had agreed to tackle the easy issues first. At the second

meeting, we proposed doing so and began, with the administration's team, to draw up a tentative plan for the next few months.

Generally, each meeting was devoted to reviewing what had been arrived at the previous week and to clarifying language that one or the other side may have developed. Then we brought up a new issue, or an old one that still needed discussion. Each person at the negotiating table was invited to discuss the problem.

The effect of our discussion helped us to see each other's perspective. It was, in the final analysis, exactly the participation we had sought in the first place. Our dialogue created lines of communication and venues for participation that had only been dreamed of when the instructors who founded P-fac originally met.

The negotiators from P-fac and the administration's team began to understand each other so well that often a member from one side would help the other side explain its interest in an item. We understood that, in the end, all of us, union and administration, would have to "sell" the agreement to all our constituencies.

The union's proposed contract, which we had labored so long in the spring to produce, never made it to the bargaining table. What did come to the table were questions

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and problems and the shared interests the entire college community had in these issues.

As we moved from academic freedom to definitions to management rights to working conditions and so on, each bit of progress was turned into a paragraph, or a chapter, to which we could give “tentative agreement.”

Before each joint meeting, the union team met for an hour to consider who, what, and how we might present. We explored our interests and tried to find ways to help the administration see our interests as being in their best interests, too. Likewise, we did our best to see the administration interests clearly as well.

Surprisingly, one of the administration’s interests was that “renegade” part-timers not give Columbia a “bad name.” As with any other business, the administration feared bad publicity from its employees.

It appeared their worst nightmare would be to have a disgruntled part-timer picketing outside the college’s main door. For that reason, they were interested in the union’s ability to control its members. We might have suggested that unions don’t necessarily control their members and that the union-member relationship is more complex than that. But the tack we took was more fruitful.

We met their interest with the

option of fair share. That, we said, would “help make the union strong and therefore better able to conduct its business.”

It was a daring proposal for a brand new union and not one often accepted in the ‘90s. But our mutual interests would actually lead to its inclusion in the contract.

Sharing our interests helped the administration see us as more than just contract labor. We were interested in more than money. Governance, working conditions, the education of our students, the easing of the full-timers’ administrative duties, bringing consistency and fairness across a diverse and sometimes fragmented campus—all things that held our interest.

The administration, for instance, was surprised we wanted to attend committee meetings. Governance was also high on our priority list. By the end of negotiations we were able to include significant gains in this area—with part-timers on search committees, for example.

This was all a matter of respect for part-timers. Gaining respect, after all, was one of our interests. The administration came to realize that respecting us was in their interest, too.

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quality education to our students.

By the fourth month of meetings, we had reached tentative agreement on most of the issues and were ready to tackle the hard issue of money.

Money had been, after all, a significant catalyst in our winning the right to collective bargaining. During our election campaign we had plastered the walls with posters reminding everyone that “7 percent of every tuition dollar pays the part-timers’ wages at Columbia. Where does the other 93 percent go?”

We knew that even doubling our wages from an average of \$1,500 for a three-credit class would still leave us at a wage level lower than our full-time associates. How could a salary increase for part-timers become a mutual interest?

We started, quite frankly, with the idea that what went on in the classroom had equal value, whether it was done by someone who was full-time tenured or who was “only” there part-time. We used the college catalogue to show the value of part-timers at our institution. After all, we are mentioned in the mission statement.

Having done this, my team chose me to teach a session in faculty accounting at one of our negotiating meetings. In front of a white board, just as I would in any class, I used the deductive method. Beginning with a listing of what a

full-time member of the faculty does, I helped the administration team arrive at what a part-timer does, as a percentage of a full-timer’s responsibilities.

I’ll grant you that the figures they gave us could have been argued one-by-one, but taken as a whole they brought us to a “magic” number. Based on the average full-time salary, one credit of teaching was worth \$857.00.

The administration had given us the number we needed. From this point on, we never argued the worth of teaching. We only looked for ways to pay this average amount to the average part-timer.

Over the next four weeks we used statistics, projections, and our mutual interests to forge a first contract that included the unheard of average increase of 67 percent. Those part-timers who had taught long enough to be on the top of our new ranking, in fact, won raises that doubled their pay.

Through all of this, the union and the administration focused on their interests. Once in a while, emotions boiled. Feelings weren’t discounted. They were put in perspective. We found ways to include language in the contract that met administration interests as well as our own.

By February, when the last of the paragraphs and the payroll

chart were in writing, we had come to a new era at Columbia with our first contract. The slammed door was opened wide, and part-timers were made to feel, as we knew we were, a very important part of Columbia College.

Based on the provisions of our contract, which was overwhelmingly approved by our membership, I was elected to the committee searching for our new president.

As I sat at the table with

full-timers, the provost, administrators, trustees, and the chairman of the board, I could only feel that the respect we part-timers had worked so hard to get was finally being given.

We had come a long way since those first acrimonious “negotiations” at the NRLB.

We have a long way to go still, but getting there will be in everyone’s best interest. ■