

E Pluribus Union: More bargaining sessions to be scheduled in May. Watch leounion.org for dates and locations!

► **Bargaining Update:
Job Security Based
on a Contract, Not Luck**

Jim Anderson

Back in 2002, when LEO was being organized, I sometimes talked with prospective members who felt reasonably secure in their jobs. In some cases, their sense of security was based on economics: never having gotten a pay raise, even after years of teaching, these lecturers knew that their department would save nothing by replacing them with a new hire and therefore would be unlikely to bother. Some felt protected by being institutionally invisible. "I'm not even on their radar," a part-time lecturer once told me, with as much relief as indignation.

However, the usual reason that lecturers gave for feeling secure in their jobs was that they worked in a "good department" with "good leadership." They felt that if they did a good job, they would continue to have a job. They recognized that not all departments were good, but those were the breaks.

"Yes," I'd say, "you're lucky to be in good department *now*. But that can change when leadership changes. You need job security based on a contract, not on luck and personalities." I believed this in 2002 when we were forming LEO and in 2003-2004 when we were fighting for our first contract. I still believe it today, but experience has shown me the difficulties of achieving solid job protections through a labor contract. LEO has achieved much in this area, but our work is not finished.

In the current contract there are three ways that a lecturer can be involuntarily separated from his or her job. First, the lecturer can be fired as the result of a disciplinary procedure. Second, the lecturer can be laid off for lack of work (due to low course enrollment, budget cuts, or program changes). Third, the lecturer can be failed in a major review and thus not renewed for another fixed-term appointment.

In regard to being fired, the contract requires that due process be followed and a just cause standard be met. These are high bars, and neither side in the current negotiations has proposed to lower them.

In regard to being laid off, the current contract unfortunately allows for some subjective and ad hoc decision-making by administrators. Seniority comes into play only if the unit decides that the lecturers who might be laid off or recalled are virtually equal in "expertise, ability, and performance" (EAP) as these qualifications are related to the teaching position in question. In short, EAP trumps seniority. LEO has rightly targeted EAP as a concept in need of definition: our goal in bargaining is to establish a more objective process for determining the relative EAP of lecturers when layoff or recall decisions must be made.

In regard to being failed in a major review, the current contract attempts to define a fair process and establish reasonable evaluation criteria. But, as with the layoff procedure, the review process falls short of adequately protecting lecturers from capricious, unfair, and idiosyncratic decision-making in the guise of academic judgment. In negotiations, LEO is working to strengthen the protections for lecturers in performance evaluation. We seek to prevent "blind-siding," in which a lecturer is hit with negative performance information late in the review process when a supervisor could have provided much earlier feedback about and help in solving the problem. We also seek to clarify and enhance the remediation process that may follow from a failed major review. Our proposals would limit remediation reviews to only those issues raised in the remediation plan and give lecturers who have presumption of renewal the option of appealing negative remediation decisions to a committee outside their department.

Ironically, the Union's success at winning regular raises and greater institutional recognition

for lecturers has made the need for solid job security even more urgent. Today, units can save money by replacing a long-term lecturer with a new hire. And we are definitely on their radar!

► **Bargaining Framework:
(Academic) Labor
is Not a Commodity**

Ian Robinson

"The labor of a human being is not a commodity or article of commerce." So reads the Clayton Act of 1914. Samuel Gompers, then the President of the American Federation of Labor, called this legislation "labor's Magna Carta." That was an overstatement, but the Act was nonetheless an important victory for American workers, not least because it enshrined a principle for which they had been fighting for several generations. In exempting unions from anti-trust restrictions, the Act also made clear two important implications of this principle: first, one of the main reasons for forming unions is to push wages and working conditions above the levels that would result from labor markets in which workers cannot act in concert to improve their bargaining power with employers; and second, this rebalancing of bargaining power is in the public interest and, hence, ought to receive legal protection and government support.

Why is such rebalancing in the public interest? There are many reasons, but the most important is that labor market prices are often out of line with what most people understand to be just. The market price for any particular kind of labor is shaped primarily by two things: first, the supply of, and demand for, particular kinds of labor; and second, the degree of asymmetry in bargaining power between workers and employers. Judgments of wage fairness are complex and subject to disagreement. But I think most Americans today would recognize the importance of two principles: people should be paid equally for work of equal value; and the value



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Some faculty members are more equal than other faculty members.

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"Why Me?"



LEO Matters will be delivered to you via email over the summer!

of one's work should be assessed by its contribution to the mission of one's organization—the greater the contribution, the higher the compensation, all other things being equal.

Workers' contributions generally aren't much affected by fluctuations in supply and demand or changes in the balance of bargaining power between employers and employees. So when changes in these factors shift market wages downward—as has been happening for most workers in this country since the mid-1970s—while contributions remain constant or increase, economic injustice grows. Such injustice is contrary to the public interest because it undermines people's willingness to make sacrifices for the common good—an essential in any healthy community. Injustice also causes unnecessary social conflict that wastes resources. This is true whether we are talking about the world, the nation, or the University of Michigan.

One might expect, almost 100 years after the Clayton Act, that the leaders of a major public university such as ours would incorporate the principle that labor is not a commodity in their employment practices. But it is not so here. UM's Administration says it is not interested in raising lecturers' minimum salaries, fixed at \$25k in Flint, \$26k in Dearborn, and \$32k in Ann Arbor since 2008-09. Since 2004-05, these minimums have increased by \$2k in Flint and just \$1k on the other two campuses. After inflation, the purchasing power of these minima in Ann Arbor and Dearborn is 10% lower than it was in 2004; in Flint, it's 5% lower. When asked why it resists raising these minima in the next contract, the Administration's lead bargainer (whose pay has increased by 25% in the four years since she began working here) replied that UM can get new, high quality lecturers without any increases—so why should it pay more?

In other words, the Administration wants to pay lecturers the commodity price, maintaining that considerations of fairness or justice should be irrelevant to our compensation rates. As we discovered during our wage grievance against LSA last year, they take a different view of professors' wages. By shifting funds around in the name of "equity" for professors, LSA attempted to get away with paying lecturers less than the contract stipulated.

Can the Administration really believe that considerations of justice are irrelevant to this conversation? If so, one hundred and fifty years of labor history suggest that they are making a serious mistake. Throughout this period, workers have made the sacrifices required to form and maintain unions in order to redress workplace and wider social injustices. The Administration appears to believe that it can ignore this historical constant, at least in our case. It falls to us, the lecturers, to teach an old truth to a new generation of UM deciders: labor is not a commodity!



LEO Links

leounion.org

theleosshare.blogspot.com

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Facebook: Lecturers' Employee Organization

LEO office: 734-995-1813



Why Me?

Joann Riley, Writing Program, Dearborn
Member, LEO Bargaining Committee

My life inside UM: *Since coming to UM—first as a freshman ages ago, then as a Lecturer II in 1990 for a one-year appointment, and now as a Lecturer I since Winter 2008—I have been assigned a wonderful variety of writing courses, from Composition I & II, to Technical Writing for Engineers, to Business Writing & Rhetoric. Outside the classroom, I presented two writing workshops for staff development last year, I currently serve the Writing Program as a placement exam reader, and I am involved with the EverGreen Team. I've also had the opportunity to work with other UM colleagues who are currently negotiating the next LEO contract.*

My life outside UM: *My employment at UM coincided with my retirement from Michigan's K-12 school system. Although "retired," I'm not ready to stop doing what I love, so my teaching gives me the best of both worlds. I love to travel—anytime, anywhere! The extent of my nuclear and extended family members is huge. They live near and far, so I take time for as many visits as possible. When I'm not traveling, I find much pleasure in spending time with my two daughters, two sons-in-law, and five grandsons; reading and writing; going to movies and plays; and cooking from scratch.*

Why me? *Throughout my professional career I have benefited from being a union member. As a graduate assistant taking and teaching classes at EMU, then (after receiving my M.A.) as a part-time lecturer, I was determined to explore the possibility of unionizing. MFT Organizer Jon Curtiss and a handful of other EMU lecturers worked tirelessly, but unsuccessfully, toward this goal for a long time. Fourteen years later, in 2000, EMULOC (now EMU-FT) was formed to serve all full-time lecturers and, ironically, is now poised to serve part-time lecturers, as well. It's funny how things have a way of coming full circle. Today, I don't want to miss this chance to be involved in LEO at such a crucial time when salary, health benefits, and continuing job security affect us all so dramatically.*

My favorite... *Authors: William Faulkner and Ernest Hemingway. Restaurants/Meal: The Earle, Real Seafood, and any fish dish. Media: CNN, NPR's Michigan Public Radio. Season: Spring. Places I've Been: Europe, Australia, Ethiopia, Egypt, and Venezuela. Places I've Never Been: Greece and Japan. Because...there are so many more things in life to do, people to see, and places to be.*