

Chapter 2

Origins of the Adjunct Faculty Association

1984-95

“Becoming certified as a bargaining unit was only the beginning.” Barbara Dayton

“It was not until we had bargained our first contract, and adjuncts realized the gains to be made from unionization (affiliation with IEA), that many became actively involved.” Barbara Dayton¹

New legislation passed by the Illinois General Assembly in January 1984 was the impetus for the formation of the part-time faculty bargaining unit at Oakton Community College. According to the new Illinois Education Labor Relations Act (IELRA) - largely written by the IEA-NEA and signed by Governor James Thompson - the Illinois General Assembly granted to “educational employees the right to organize and choose freely their representatives.”²

However, the IELRA excluded “part-time academic employees of community colleges,” defining part time academic employees as “those employees who provide less than 6 credit hours of instruction per academic semester.”³ Since many part-time teachers at Oakton only taught one 3-hour course, they were excluded from this law! Oakton part-time teachers were concerned that the new law would encourage the administration to hire more part-time faculty who taught only one class. Moreover, the issue split the part-time faculty in two, since slightly more than half the teachers taught six or more hours.

The Part Time Faculty Advisory Committee (PTFAC) issued a flyer stating: “Because of the newness of this legislation, the interpretations vary and the implications are many. The PTFAC, as well as OCCFA, will pursue the ramifications of this law. A general meeting of all part-timers will be held in the near future to discuss this issue.”⁴

When Jim Androff, a part-time biology teacher, overheard two full-time support staff in the school library discussing the new Illinois labor law, he became curious when one of them remarked, “I hope the part-timers don’t find out about this.” His interested piqued, Mr. Androff decided to do some research. He called the State of Illinois in Springfield and obtained a copy of the new law. He learned that the act empowered the Educational Labor Relations Board, created by the new law, to recognize bargaining units of educational employees if they were represented by a duly elected association.

¹ Barbara Dayton as quoted in IEA/NEA Higher Education Issues, www.ieanea.org/members/higher-education-education-issues (accessed 20 April 2011)

² Section I, Illinois Educational Labor Relations Act, January 1, 1984, 1.

³ Section II (b), Illinois Educational Labor Relations Act, January 1, 1984.

⁴ Cheryl Wollin and James Stavish, Flyer to All Part-time Faculty, c. February 1984.

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Armed with this knowledge, Mr. Androff attended a PTFAC meeting to share his research, but according to his subsequent account, he was not given a chance to share what he had learned.⁵ [Ms. Wollin later said that the PTFAC never would have denied a person to speak.] Consequently Mr. Androff decided that the PTFAC was not the “right vehicle for his information.”⁶ He then put out feelers to part-time faculty members at Oakton, informing them of his actions and trying to elicit their support. Generally those he approached seemed interested, but they were tentative, perhaps fearful that their already tenuous jobs might be in danger.⁷ Others did not want to “stick their necks out.” “Because of their lack of job security, many adjuncts were afraid to join the newly formed union. They were concerned that, if they joined and the administration found out they were members, they would be fired.”⁸ Nevertheless, slowly part-time faculty members came forward in support, attracting some twenty people to a meeting, including Karen Beck, Barbara Dayton, and Lorraine Murray.

Around this same time, the full-time faculty’s union, the Oakton Community College Faculty Association (OCCFA) had voted to affiliate with the Illinois Education Association (IEA) rather than the American Federation of Teachers (AFT). Now, with the passage of the IELRA, the IEA had an interest in helping the adjunct faculty organize. John McCluskey, the regional IEA Uniserv Director for District 535, stated later that he was instrumental in getting the part-timers organized.⁹ The eighteen month process proved to be an interesting, albeit a rocky one.

Steps to Organize

Although Mr. McCluskey later recalled that Mr. Androff “was not a major player,” it was Androff, along with Karen L. Beck, who signed the “Petition for Recognition as a Bargaining Unit for Educational Employees Teaching 6 Hours or More” dated May 2, 1984. The petition sought “official recognition as the ‘Adjunct Faculty Association’ for purposes of collective bargaining.” The petition was sent to the Chairman of the Illinois Education Labor Board in Springfield,¹⁰ which if approved would recognize the Adjunct Faculty Association as the sole bargaining unit for faculty teaching six hours or more.

According to this Petition for Recognition, a vote had been held on April 9, 1984, in which over 30% of those “Educational Employees teaching 6 or more credit hours Spring

⁵ Christine O’Connor, secretary, “Minutes from the AFA meeting on June 19, 1997.

⁶ Ibid.

⁷ Marilyn Sweeney and Barbara Dayton, “Are Unions the Answer for Part-Time Faculty?” *The Journal of the Midwest Modern Language Association*, Volume 31, Number 3, spring 1998, 81.

⁸ Barbara Dayton as quoted in IEA/NEA Higher Education Issues, www.ieanea.org/members/higher-education-education-issues (accessed 20 April 2011)

⁹ Phone interview with John McCluskey, Uniserve Director for IEA, 1978-2000, March 5, 2011.

¹⁰ “Petition for Recognition as a Bargaining Unit for Educational Employees Teaching 6 Hours or More,” to Martin Wagner, Illinois Education Labor Board, from Karen L. Beck and James L. Androff, May 1, 1984.

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semester, 1984, supported holding an open election to decide whether the ‘Adjunct Faculty Association’ would represent our interest for collective bargaining purposes.”¹¹ On the same day, a memo to this effect was sent to the then acting President of Oakton Community College James Koeller, the Vice-presidents, and the Deans of the five college Clusters (divisions).¹²

The Illinois Educational Labor Board (IELB) had the authority to investigate the petition, and “if it has reasonable cause to suspect that a question of representation exists,” it will conduct a hearing. If the hearing shows that a question of representation exists, “it shall direct an election, which shall be held no later than 90 days after the date the petition was filed.”¹³

On June 1, 1984, Mr. Stanley B. Eisenhammer, the lawyer representing Oakton Community College from the firm of Robbins, Schwartz, Nicholas, Lifton & Taylor, filed an objection with the IELRB “with regard to the definition of the association.” The Board of Trustees objected on the following grounds:

1. “The proposed bargaining unit includes employees who are within a bargaining unit which is covered by an existing collective bargaining contract. The final year of the existing contract is 1985-86 academic year.
2. In any event, the definition of the proposed bargaining unit is unduly vague making it impossible to determine the exact number of employees in the proposed bargaining unit.”¹⁴

On June 22, 1984, the IELR Board filed an Election Petition, advising the part-time faculty and Oakton Community College to reach a “voluntary consent agreement” to hold an election, and assigned Mr. Herbert Berman to investigate all inquiries. Ms. Karen Beck wrote Mr. Berman on August 14 that she recognized the basis for the protest petition. “We believe it stems from the description, ‘Educational Employees teaching six or more credit hours.’ This duplicated the phrasing used by the full-time faculty in its recent contract to describe non-full-time teachers typically referred to as ‘part-timer,’ who teach 2 or more courses per semester....” Ms. Beck went on to say “it must be clearly understood that as a body of educators, we were never invited to attend discussion towards negotiations” by the full-time faculty, and that “we were not invited nor allowed to vote on the ratification of that contract. Therefore we do not consider the full-time faculty association behind the contract, a viable representative of our interests.”¹⁵

¹¹ Ibid.

¹² Karen Beck, “Memo to OCC Administration, May 2, 1984.

¹³ Illinois Educational Labor Relations Act, Section VII (c), (2), 5.

¹⁴ Stanley B. Eisenhammer, Attorney for the Board of Trustees, Oakton Community College, Letter to Dr. Martin Wagner, Chairman, Illinois Education Labor Relations Board, June 1, 1984.

¹⁵ Karen L. Beck, acting co-chairman for an Adjunct Faculty Association, letter to Herbert Berman, Illinois Education Labor Relations Board, August 14, 1984.

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In the final paragraphs of her letter, Ms. Beck said that the bargaining unit needed a list of those educators, who, according to their teaching loads, would be eligible to vote, and any newly hired teachers who would also fall into this category. The Director of Personnel was to forward this information to Mr. Androff, but “after many weeks, no information has been received.”¹⁶

On September 7, the IELR Board requested in a letter to Mr. Androff that the adjunct faculty clarify its initial petition by submitting an amendment that “specifically describes the employees your organization seeks to represent.”¹⁷ Therefore, on September 12, 1984, the following amendment was submitted by Mr. Androff, acting co-chairman for the Adjunct Faculty Association:

“Adjunct Faculty Association” shall represent those faculty members teaching six or more credit hours and defined as full-time educational employees in HB1530, Section 2(b), and who are considered without contract and part-time by the Board of Trustees of Community College district 535 as defined in Board Policy No. 4115, as revised 19 May 1981, and who have been excluded from recognition and benefits agreed upon in the Memorandum of Agreement signed 20 March 1984 by and between the Board of Trustees of Community College District 535 (Oakton Community College) and the Oakton Community College Faculty Association (OCCFA).”¹⁸

This amendment to the petition clearly showed that the part-time faculty were excluded from the full-time faculty contract, and they were recognized as “part-time” by the Oakton Board of Trustees (even though considered “full-time” by the new law), and therefore eligible to form a separate bargaining unit. Copies of the amendment were sent to Dr. Thomas Ten Hoeve, President, the four Vice Presidents, and the Deans of the five Clusters. On September 14 the IELR Board acknowledged the amended petition, and it advised both parties of a possible hearing if a consent agreement to hold an election was not reached. On October 2nd the IELR Board notified both the part-time faculty and Oakton Community College that a hearing was scheduled for October 22nd in Chicago, but before the hearing materialized, a representative of the part-time faculty met with the assigned Oakton administrative negotiator and a consent agreement for an election was signed.¹⁹

Gaining Certification as a Bargaining Unit

On November 28, 1984, an election, supervised by the IELRB, was held by eligible part-time faculty (those teaching six or more credit hours) in order to decide if the Adjunct Faculty Association would be the official bargaining unit for part-time faculty. The

¹⁶ Ibid., 2.

¹⁷ Patricia C. Witkowski, Investigator, Letter to Mr. James Androff, September 7, 1984.

¹⁸ James L. Androff, “Amendment to the Petition for Recognition as a Bargaining Unit filed 2 May 1984, Case No. 84-RC-0094, September 12, 1984.

¹⁹ Sweeney and Dayton, 82.

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election, held only on the Des Plaines campus between 8 am and 8 pm, resulted in an overwhelming approval of the Adjunct Faculty Association – forty-two votes to four. Consequently, in December, 1984, the Adjunct Faculty Association was established, authorized by the State of Illinois to bargain collectively with the Oakton Board of Trustees.²⁰ At this point the Adjunct Faculty Association became the first union for part-time faculty at a community college in the State of Illinois.

No one knew how the AFA would fare, and no one could predict if other community colleges would use its precedent in establishing their own unions for part-timers. The entire process of gaining legal recognition took slightly less than a year, but much more work had to be done. The association's members had to write a constitution establishing the structure of their organization and then plan a membership drive to attract dues-paying members.²¹ A committee was formed, with Mr. Androff as chairman, to begin the process.

AFA Constitution and Bylaws

The organizational structure of the Adjunct Faculty Association was determined at the January 18th meeting of the Executive Committee. The Constitution and By-Laws of the new Adjunct Faculty Association stated that membership was open to “all faculty members employed part-time and teaching six or more credit hours in a given semester.”²² Four officers were to be elected by the members for one year terms: President, Vice-President, Secretary, and Treasurer. Any officer could be removed by a two-thirds vote of those voting at a membership meeting. This formed the Executive Committee which was required to meet once a month during the school term. A Board of Directors, consisting of the Executive Committee, Divisional Representatives, and various chairpersons, was to adopt the annual budget, recommend the dues, and approve all expenditures and committee appointments. Their meetings were also once per month during the school term.

In addition, a voluntary nominating committee, organized by the secretary, was authorized to conduct elections by secret ballot each September. Regular membership meetings were required for each September and February, with a quorum consisting of a “majority of the dues paying members present.”²³ In the first election, Jim Androff was elected president, Karen Beck, Vice-President, Lorraine Murray, secretary, and Barbara Dayton, treasurer.²⁴

The basis for the establishment of the Adjunct Faculty Association (AFA) necessarily divided the part-time faculty. Those teaching six hours or more (two classes) were

²⁰ Ibid.

²¹ Sweeney and Dayton.

²² Constitution and By-Laws of the Adjunct Faculty Association of Oakton Community College, Article II.

²³ Ibid.

²⁴ First contract, 1985-87.

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included, but those teaching only three hours (one class) were excluded. Since teaching loads varied depending upon registration levels, class assignments, and cancellations, the eligible part-time teachers fluctuated from semester to semester.

In January, 1984, Ms. Karen Beck, Vice-President of the AFA, reached out to part-time educators teaching three or more hours, as well as those teaching more than six. Her newsletter included the “initial proposals for consideration and agreement” that she and Mr. Androff had presented to President Ten Hoeve. These proposals were based upon a written survey that had been sent out, informal communications between part-timers teaching three hours with the AFA leadership, and research done by Mr. Androff. Among the list of eighteen “initial proposals for consideration and agreement prior to formal negotiations” were the following:

1. Formal recognition and seat at the Board of Trustees monthly meetings
2. A room for AFA, supplied with necessary desks, chairs and file cabinets
3. Paid release-time for the Executive Board of AFA, “as is provided for OCCFA and the Clerical union”
4. Modification in Board position on the Faculty Senate....expanding voting representation to AFA
5. Extension of Board Policy #4238 to include part-timers in tuition wavers
6. Dialogue towards the establishment of a Board policy to eliminate “bumping” of part-timers by full-timers
7. In absence of a full-time contract for summer session, equal preference between full-timers and part-timers in course selection
8. Creation of a pro-rata salary track for all part-time faculty²⁵

A few days after he met with the president, Vice-President Harvey S. Irlen sent a memo to Mr. Androff and Ms. Beck indicating that the college would provide a portion of room 2574 as an office space, at least on an interim basis. Mr. Irlen also indicated that the Board of Trustees accepted their request to be seated at the Board table. All other items on the January 21st memorandum, can, he stated, be addressed during the negotiating process.²⁶ Nevertheless, Ms. Beck expressed dissatisfaction with the arrangements with room 2574 and hoped that any discussions about the transformation of this space would be made with input from the AFA executive board.²⁷

According to Marilyn Sweeney and Barbara Dayton’s timeline, early in 1985, the AFA explored the possibility of remaining independent and using their own lawyer, or affiliating with one of the national teachers’ unions. Ultimately, the AFA leadership recommended affiliating with the Illinois Educational Association (IEA) and its umbrella

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²⁶ Harvey S. Irlen, inter-office memo to Jim Androff, Karen Beck, January 25, 1985.

²⁷ Karen Beck, Vice President of AFA, memo to V.P. Harvey Irlen, February 5, 1985.

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organization the National Education Association (NEA). An election held on April 20, 1985 (consisting of 29 paid members out of 87 part-time faculty members), was nearly unanimous in approving AFA's affiliation with the IEA. Now the AFA negotiating team began working closely with the IEA representative to get their proposal ready for negotiations.

The affiliation with the IEA/NEA required "organizing dues" from each member of \$50 for the year 1985-86, plus the \$10 dues for AFA. "The benefits promised [by joining IEA/NEA] FAR exceed the mere cost of an additional \$10 over the current cost of yearly AFA membership," Karen Beck wrote to the AFA membership.²⁸

Negotiating the first Contract

In May, 1985, right when negotiations got started, there was a change in the AFA's Board of Directors. According to a memo sent to President Ten Hoeve, "In a unanimous endorsement, the Board officially recognized Karen Beck, former Vice President, as the new President of AFA. Due to philosophical differences with the Board and the general membership, Jim Androff is no longer serving as President."²⁹ [The "philosophical differences" between Mr. Androff and the Board were most likely over the AFA's decision to affiliate with the IEA as opposed to the AFT.] Until September elections were held, the other executive officers moved up to fill the vacancies: Lorraine Murray became Vice-President and Barbara Dayton became Secretary/Treasurer. From May until October, Ms. Murray, Ms. Beck, and Ms. Dayton, along with the IEA negotiator John McCluskey, were in formal negotiations with the OCC Administration and their lawyer.

Early in 1985, the AFA leadership sat down with the IEA representative John McCluskey to determine the most important issues facing part-time faculty. Many issues were the same as those that had been articulated by the PTFAC: job security, timely class assignments, and salary, among others.

The major concern was job security. Adjuncts never knew from one semester to the next if they were going to teach. "We never knew what, or if, we would teach. The division secretary would call us at the last minute (right before the semester started), and if you weren't home, she would go on to the next name on the list, and you were out of luck."³⁰ This unprofessional treatment added greatly to the general lack of respect felt by the part-time teachers.

The other big issue was money. Although pay for lecture hour equivalent (LHE) had increase somewhat over the first seven years, 1970 to 1977, salary increases had then stagnated. Moreover, salaries for adjuncts were a fraction of those paid per class to full-

²⁸ Karen Beck, V.P. of AFA, "Memo to Part-timers teaching 6 or more hours, Spring, '85", April 23, 1985.

²⁹ AFA Board of Directors, "Memo to President TenHoeve," May 13, 1985.

³⁰ Barbara Dayton, interview, on January 20, 2011.

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time teachers. Mr. Androff had always believed that pro-rata salary with full-time faculty was the goal.³¹

Negotiating for benefits with the administration was a new ball game. Each side, the adjuncts and the administration, had three negotiators. The first AFA negotiating team consisted of Barbara Dayton, Lorraine Murray, and Karen Beck. Margaret Lee, Vice President for Curriculum and Instruction, was a negotiator for the Board and sat across the table from Ms. Dayton. During the first negotiations, the Board of Trustees was represented by their lawyer Mr. Lifton, and the AFA was represented by John McCluskey, the IEA Uniserve director³² Most of the back-and-forth discussion was carried on by these “experienced” negotiators. When at one point in the discussions Ms. Dayton expressed her fear that something was not “fair,” the Board’s lawyer, Mr. Lifton, shot back, “In negotiations, we don’t use the word “fair.” Perhaps naively, the AFA leadership thought conditions would improve now that they were organized. “We had high hopes.” Barbara Dayton remarked later, “and most of them were dashed.”

What did the Adjunct Faculty Association gain from their first two-year contract? First, the Board agreed to provide the AFA with a list indicating the number of seniority credits for each part-time teacher no later than November 1st of each year. Secondly, the Board agreed to a salary schedule for part-time teachers based on years of service. The schedule was limited to six steps (years), providing a small salary increase (\$20 to \$30 per credit hour) each year. For the first year of the contract, the amount paid per credit hour started at \$300 and topped at \$400 per credit hour for a teacher with a Ph. D. It was a “very limited number of steps, and we did not get nearly as much as we had hoped,” Ms. Dayton remarked.

Secondly, when making class assignments, the Board would first consider faculty who taught six hours in either of the previous two semesters. “Such Adjunct Faculty shall constitute the primary pool for making part-time assignments.”³³ The Board would follow “non-binding criteria” in making such assignments, such as the qualifications of the teacher, the number of times the teacher had taught the course, and the length of service at the College. There was still no guarantee of a job, but it appeared to give some preference to experienced teachers.

The first contract also enumerated the responsibilities of adjunct faculty, such as attending all organizational meetings. It also listed some benefits for adjuncts, such as the right to invest in a tax-sheltered annuity program, join the credit union, and receive a

³¹ Christine O’Donnell, secretary, “Minutes from the AFA meeting on June 19, 1997.

³² Since Mr. McCluskey also represented the full-time faculty in their negotiations, some part-timers were suspicious that he might have a “conflict of interest” and sell out part-timers for larger gains for the OCCFAC.

³³ Article II, “Collective Bargaining Agreement between the Board of Trustees, Oakton Community College and the Adjunct Faculty Association at Oakton Community College, 1985-1987.”

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tuition waiver for one course. A grievance procedure was spelled out, including an appeal procedure for disciplinary actions taken against Adjunct Faculty.

As a local paper reported on October 27, 1985, “the first contract ever negotiated in Illinois between a college Part-Time Faculty and Board of Trustees was unanimously ratified by both sides at the Oct. public Board meeting of Oakton Community College.”³⁴

Anxiety in the “Fishbowl”

Perhaps the reasons for limited success for the Adjunct Faculty Association in its first contract lay in the anxieties felt by both sides, and ultimately the lack of respect that part-timers got from the administration. “All successes of bargaining are based upon the respect you can get from the other side,”³⁵ John McCluskey observed, and the AFA had little.

The Oakton administration, not surprisingly, was concerned about the “eligibility question.” If part-timers taught four sections (12 hours) as some had been doing, could they legally sue for full-time benefits? Vice President Lee quickly stopped approving four courses for part-timers, limiting part-time teaching load to three classes (9 hours). Many part-timers saw their income plummet. In addition, the administration believed five years was “long enough” for an adjunct to teach at Oakton. Therefore, administration was adamant about limiting salary increases to no more than five steps.

What about Oakton’s public image? Oakton Community College had an excellent reputation, but the administration did not want other community colleges criticizing them for “giving away the store” to part-time faculty, or encouraging a “part-time revolution” that would impact other colleges.³⁶ Higher salaries for part-time teachers, they argued at the negotiating table, drove up students’ costs, and community colleges were there to serve the public. “Students came first.” Finally, no administrator was about to give up their “divine right of class assignment,” which seemed to be threatened by the adjuncts stressing priority lists. Management was adamant that they would always keep the right to assign a course to whom they wished³⁷

Many members of the newly formed Adjunct Faculty Association believed that other community college teachers would be watching them, and soon other part-time faculties would also organize. Oakton’s Adjunct Faculty Association, as Illinois’ first part-time union, would be setting an example. “We were unprepared for the opposition that the administrations in other community colleges would offer,” Ms. Dayton said later.³⁸

³⁴ “OCC Part-Timers Get First Ill. Contract,” *The Leader*, October 27, 1985.

³⁵ John McCluskey, interview of March 7, 2011

³⁶ Ibid.

³⁷ Ibid.

³⁸ Barbara Dayton as quoted in IEA/NEA Higher Education Issues, www.ieanea.org/members/higher-education-education-issues (accessed 20 April 2011)

Second Contract, 1987–90: Deadlocked negotiations, Nursing Faculty

By the time the second contract needed negotiating, the Adjunct Faculty Association had changed its leadership. Ms. Karen Beck had left Oakton creating a vacancy in the presidency. Barbara Dayton and Lorraine Murray had both served on the first negotiating team, and each of these two activists had a following. Consequently Ms. Dayton and Ms. Murray agreed to serve as co-presidents. [Although John McCluskey said he “engineered” this arrangement, Ms. Dayton disagreed. Interestingly, no one thought that it violated the AFA constitution and bylaws.] The two women also agreed to serve on the negotiating team for the second round of bargaining in 1987.

Just before negotiations were to begin, the OCC Board of Trustees announced it was considering a plan “to reduce the property tax and freeze it and tuition fees for the next four years.”³⁹ Mr. David Hilquist, Vice President for Finance, recommended cutting the rate to 19 cents per \$100 assessed valuation from the current rate of 20.1 cents per \$100. Trustee Diana Loveland supported the reduction, saying, “I’m highly in favor of the tax rate cut. It should have been twice that. We have so much money coming in, the funds are all so high, we just gave everyone a raise, and everyone has all the equipment they need. Now let’s give the taxpayers a break.”⁴⁰ Mr. Hilquist predicted a reduction in enrollment, causing a drop in personnel from “142 full-time teachers to 140, and from 100 part-time faculties to 97” within the next four years.⁴¹

In the March issue of the *OCCurrence*, Lorraine Murray and Barbara Dayton took issue with Mr. Hilquist’s numbers and Ms. Loveland’s statement. “In truth, there are currently approximately 300 part-time faculty, not 100,” and Diana Loveland’s quote about giving everyone a raise was inaccurate. “The adjunct faculty has not just received a raise; in fact, we will shortly begin negotiations for our second contract.”⁴²

The OCC Board of Trustees voted to cut the tax rate base in March, 1997. Bargaining meetings between the Adjunct Faculty Association and the Oakton administration took place on March 13, 9, 30, and April 20 and 27. When contract negotiations broke down for the fifth time, the AFA team invoked federal mediation to “solve salary and scheduling problems.”⁴³ “We have no choice,” said Ms. Dayton. “We would like to meet the administration half-way, but we’re going to fight for what we believe in, and what we believe in is fair.”⁴⁴ She went on to say that the administration was backing away from an agreement in the current contract where “experienced part-time teachers would be given preference for job assignment over newly hired teachers who have never taught.” In addition, only a very small number of teachers would get a pay raise.⁴⁵ Ms. Dayton said

³⁹ Dennis Ortlund, “Board to consider lowering tax base,” *OCCurrence*, February 23, 1987.

⁴⁰ Ibid.

⁴¹ Ibid.

⁴² Ibid.

⁴³ Doris Folkl, “Mediator to settle faculty contract fight,” *occurrence*, May 1997

⁴⁴ Ibid.

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that union representatives would bargain for a “healthy salary hike” since Oakton part-time teachers are ranked sixth in the state on a salary schedule distributed by Oakton administrations. At the time, Oakton’s part-time faculty earned between \$915 and \$1,245 for teaching a three-credit hour course, but Harper College’s part-time faculty earned between \$1,179 and \$1,350, the second highest in the state.⁴⁶ Chief negotiator for the Adjunct Faculty was John McCluskey, the IEA Uniserv Director, Lorraine Murray, Barbara Dayton, and Dr. Judith Ross.⁴⁷

“They came in with demands for almost 100% raises in salary,” Mr. Hilquist said, “so we came back with a zero offer,” Mr. Hilquist defended the administration’s tough stance by saying, “Our part-time faculty ranks in the top 15% of the state for salary rates...and they’re very professional...but nobody’s job can be guaranteed.”⁴⁸ The administration was represented at the negotiations by Mr. Hilquist, Margaret Lee, Vice president for Curriculum and Instruction, and Fred Lifton, the college attorney.

For the first time Oakton’s full-time faculty association seemed to support the adjuncts. Mr. Frank Fonsino, president of OCCFAC, said, “We support what the part-time people want. Their pay is low. They’ve made some very reasonable requests, from what I’ve seen of what is going on at the table, and we support their efforts to get a fair contract.”⁴⁹

Federal Mediation

In May a federal mediator was called in after nine meetings between the AFA and the administration, which began on March 13, failed to result in an agreement. “I have really come to question the administration’s commitment to excellence in teaching,” Ms. Dayton was quoted as saying in the student newspaper the *OCCurrence*. “If you are trying to do things as cheaply as possible, I question your ability to attract and keep good teachers. I’m actually embarrassed to report back to my union membership on the salary offers from the administration.”⁵⁰ “We made a major concession by agreeing to include the language on job assignments they had in their last contract,” Mr. David E. Hilquist said. “We offered an increase in salary of 19.8 percent compounded over a three-year period, but the part-time teachers’ representatives said they were unhappy,” he continued. Ms. Dayton countered by saying, “I only know that I’ve been teaching here for 12 years, and the administration’s salary offer would net me a \$10 raise over the next three years.” In a statement mailed to *The Daily Herald*, the IEA negotiator John McCluskey called part-time teacher pay “disgraceful.” He added that ...Payment of part-time faculty is a national disgrace.”⁵¹

Ibid.

⁴⁶ Madeleine Doubek, “OCC union rep calls for mediator,” *Daily Herald*, May 1, 1987.

⁴⁷ Doris Folkl, “Negotiations deadlocked,” *OCCurrence*, April 27, 1987.

⁴⁸ Ibid.

⁴⁹ Ibid.

⁵⁰ Doris Folkl, “Part-timers deadlocked on contract,” *OCCurrence*, June 8, 1987.

⁵¹ Madeleine Doubek, “Federal mediator sought in contract negotiations at OCC,”

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In July 1987, two members of the Adjunct Faculty Association presented a petition at the Board of Trustees regular meeting “requesting understanding and support from the Board of Trustees.” Ms. Dayton said that “We offered to make a substantial concession in money, but they came in with nothing substantial in assignments.”⁵²

In September 8, 1997, after six months of negotiation and federal mediation, Oakton’s part-time teachers voted unanimously to accept a three-year contract. “It’s a contract we can live with,” Ms. Dayton said. She went on to say that all part-time teachers will receive an across-the board raise and will now be paid by the credit hour or lecture hour equivalent, whichever figure is higher. “LHE’s are a new way of paying teachers. . . . They take into account the lab hours put in by science and vocational teachers. This conversion has made them very happy.”⁵³

According to the contract, the compensation schedule included steps one through five, and an eighth year. The amount paid for credit hour ranged from \$320 to \$425 during the first year of the contract, and increasing to \$365 to \$455 to the third year of the contract. For the first time, coaches, counselors, applied music teachers, and clinical nurses were included in the bargaining unit. The nursing staff had been a concern for the administration, since during the Nurses’ Practicum, nurses were sometimes teaching fourteen hours a week. Could they then claim to be full-time teachers? Mr. Hilquist, V.P for Business and Finance, approached the AFA and insisted that nurses be included in the AFA contract. It was in the administration’s best interest not to have them defined as “full-time.” For the AFA it was an added headache.

The contract also added a benefit to the President of the Adjunct Faculty Association, who received payment to transact business: three LHEPF’s (lecture hour equivalent part time) for each semester. This was a customary benefit to union presidents who had to work many extra hours on union business. Nevertheless, one Trustee remarked, “Why on earth was the administration paying for the union?” Since the AFA now had a co-presidency, Ms. Dayton and Ms. Murray shared the stipend.

A major area of disagreement was class scheduling. “We got absolutely no guarantees in this contract on scheduling,” Ms. Dayton said. “So this is one of the things the adjunct faculty will continue to bargain for in the future.”⁵⁴

Third Contract, 1990-93: Academic Freedom, “Win-Win”

Co-presidents Barbara Dayton and Lorraine Murray were again part of the negotiating team in May 1990. However, since the last negotiations were so difficult (an agreement was reached only with the aid of a federal mediator just a few days before the first day of class), both the Adjunct Faculty Association and the administration agreed to use the

⁵² Doris Folkl, “Teachers petition,” *OCCurrence*, July 1987.

⁵³ Doris Folkl, “Part-time teacher contract approved,” *OCCurrence*, September 21, 1987.

⁵⁴ Ibid.

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“win-win” bargaining method. College President Thomas Ten Hoeve said that Oakton first used the “win-win” method with the full-time faculty. “It’s just that the process worked so well...we thought we’d apply it to these discussions.”⁵⁵ According to an article in *The Daily Herald*, the “win-win” bargaining method allowed both the union members and the college administrators to negotiate between themselves in a “non-adversarial” atmosphere.

According to Robert Birnbaum in his article “Co-operation in Academic Negotiations,” Win-Win emphasizes problem solving, improving communications, and strengthening campus relationships which will lead to improved outcomes on both sides.⁵⁶ Instead of each side presenting a list of demands, both sides enter into negotiations with a list of questions. These questions are initially presented at a large meeting which includes the negotiating teams from each side, high level administrators, and the Board of Trustees. At the end of the meeting, the issues are grouped together and assigned to committees, where the heart of negotiations takes place. Each side, although looking at an issue from a different perspective, should have a “mutual interest” in reaching a solution for the common good. In the 1990 negotiations, the AFA had two committees: money and working conditions.⁵⁷

As a result of the negotiations, the *Daily Herald* reported that the part-time faculty gained a 10% pay hike. Although the Adjunct Faculty Association’s membership was 150 teachers (composed of faculty teaching six hours or more), the raise applied to all 487 part-time faculty. The compensation schedule added step eleven to the previous contract which had steps 1-5 and step 8.

A gain had also been made in the LHEPF’s (Lecture Hour Equivalent for Part-Time Faculty) awarded for science labs. On an ongoing basis, the negotiating team had worked for equity with the full-time faculty regarding lab hours. As the full-time faculty moved towards lab hours counting more, the adjuncts wanted similar compensation. As a result, science labs moved from .5 LHEPF to .7 for the second two years of the contract. Unlike the full-time faculty, however, adjunct teachers were held back by the eleven-hour rule. The administration was adamant that the limit for adjunct faculty be eleven hours, so as the labs increased in fractions of an hour, it limited science teachers to two classes, since three classes with labs would be over the limit.

An additional compensation, a \$100 “preparation stipend,” was allowed for any adjunct whose class was cancelled due to low enrollment. In addition, the administration arranged for a meeting room for Association business on the Des Plaines campus, and released time for the President of the Association to conduct business.

⁵⁵ Vicki Speer, “Oakton to try ‘win-win’ with part-time staff, *The Daily Herald*, ____1990.

⁵⁶ Robert Birnbaum, “Co-operation in Academic Negotiations,” as quoted in Barbara Dayton, “WIN-WIN as a Negotiating Process for Part-timers, MLA presentation, December 1990.

⁵⁷ Barbara Dayton, December 1990.

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Another important addition to the third contract was the addition of Academic Freedom, ensuring that the adjunct faculty, like the full-time faculty, had the freedom to present its own instructional materials. This also meant that adjunct faculty could select their own textbooks.

An addendum to the contract suggested that part-time faculty would be able to teach up to nine credit hours (three courses).⁵⁸ This “pilot project” created an Eligibility Roster for Part-Time Faculty, allowing an adjunct who had been employed for two years or more to apply to teach three sections. Although not part of the contract, this addendum at least recognized that some part-time faculty wanted to teach three classes.

Demand to Bargain Letter

On March 18, 1991, the co-presidents of the AFA sent a “demand to bargain” letter to President Thomas Ten Hoeve concerning Article 2.6 of the 1990-1993 contract. The article in question related to assigning classes by seniority, and according to the AFA letter, solving the problem informally had been unsuccessful.⁵⁹ Specifically, the AFA found that the Personnel Office had not issued a current list for 1991-1992 fall assignments, and that the new eligibility list was a unilateral change in the practices applied to creating the “primary pool.”⁶⁰ President Ten Hoeve referred the issue to Margaret B. Lee, Vice Present for Curriculum and Instruction.

In May of 1991, Dr. Lee informed the Deans that “in order to comply with the letter and spirit of the provisions under 2.6 of the current AFA contract, I am asking that you duplicate this memo and the attached lists for your Chairs and review with them the guidelines established in the contract and in this memo.”⁶¹ There were two lists attached: one was a “grandfather list” that included teachers who had taught up to and including the summer of 1990, and the other was a “primary pool” list, which “will be re-created annually and distributed by the Personnel Office in March so that it can be used by the Chairs as they make assignments for the subsequent fall semester.”⁶²

Ms. Lee then requested from the AFA’s co-presidents suggestions for the eligibility list, “the pilot project which enables us to assign 3 courses to faculty.”⁶³ According to the third contract (1990-93) with the AFA, the college agreed to run a pilot project allowing part-time faculty members who “show and are able and willing” to accept assignments to three sections, provided the LHEPF total does not exceed eleven.”⁶⁴ Part-time teachers

⁵⁸ Beth Wilson, “OCC part-time faculty get 10% pay hike,” *The Daily Herald*, ___ 1990.
⁵⁹ Barbara Dayton and Lorraine Murray, Letter to President Thomas TenHoeve, March 18, 1991.
⁶⁰ Barbara Dayton and Lorraine Murray, Letter to Dr. Lee, April 3, 1991.
⁶¹ Margaret B. Lee, Interoffice Memo, “Adjunct Faculty Assignments,” May 14 1991.
⁶² Ibid.
⁶³ Ibid.
⁶⁴ J.C. Thompson, Memorandum, “Adjunct Faculty Association Three-Section Eligibility roster Anticipations and Assignments.” January 25, 1991.

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would fill out a form to apply for inclusion on the “Roster of Part-time Faculty Members Eligible to Teach Three Courses.”

The WIN-WIN Process of Negotiation

According to the AFA’s co-president Barbara Dayton, the WIN-WIN negotiation process was theoretically good, but in reality the side with the most power defined the “common good.” On August 2, 1990, Ms. Dayton wrote President Ten Hoeve that the AFA believed that “WIN-WIN was preferable to the adversarial form of bargaining undertaken in the past and that it left each side with more positive feelings.”⁶⁵ However, because of the AFA’s lack of strength, the union was unable to make the changes it wanted in the status quo. Ms. Dayton attributed the union’s relative weakness to the nature of part-time teachers:

“Part-timers are transient, often remaining in one institution only a year or two; part-timers are diverse, ranging from the businessman who identifies more with management than with labor, to the recent graduate waiting for a full-time job, to the housewife trying to supplement the family income, to the ‘freeway-flier’ trying to support himself teaching at two or three institutions simultaneously. It is difficult to get these individuals to realize that they all have something in common.”⁶⁶

Nevertheless, Ms. Dayton admitted that WIN-WIN had several advantages. “Those members of the Administration who participated have a better understanding of the concerns of part-timers....It was significant that six of the seven Board members chose to participate. This would seem to indicate an interest and a concern on the part of the Board for part-timers.” She went on to say that the process seemed to improve the relationship between the Adjunct Faculty Association and the Administration and the Board, and that “this may be use to advantage in future negotiations.”⁶⁷

There were several reasons why Ms. Dayton did not think that the AFA made any measurable contractual gains using WIN-WIN. Perhaps it was because “we are the only part-time union in the State of Illinois” and that the “supply of part-time teachers is greater than the demand.” Little progress will be made, she continued, unless “the employment situation for part-timers changes or part-timers in other junior colleges in Illinois unionize and begin putting pressure on their school boards.”⁶⁸

Since 1954, the State of Illinois had the choice of having its teachers participate in Social Security or its own pension program. For community colleges, the choice was between Social Security and the State Universities Retirement System of Illinois (SURS). Since the Oakton administration would have to match the employee’s contribution of 6% as

⁶⁵ Barbara Dayton and Lorraine Murray, Letter to President TenHoeve, August 2, 1990.

⁶⁶ Barbara Dayton, “WIN-WIN as a Negotiating Process for Part-timers,” December 1990.

⁶⁷ Ibid.

⁶⁸ Ibid.

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required by Social Security, and the State of Illinois would pay the employer's contribution under SURS, the administration opted for adjuncts to be covered under SURS. Although many adjuncts who had been contributing to Social Security opposed this decision, adjuncts began contributing the required 8½ % of their paycheck to SURS beginning on July 1, 1991.

Fourth Contract, 1993-1996

The WIN-WIN- process of negotiation was dropped after the third contract, and in 1993 the negotiating team for the Adjunct Faculty Association went back to presenting its "demands," hoping that the administration would not say "no." The issues of how classes were assigned, as well as how many credit hours adjuncts could teach, were again topics of negotiation.

The language in the fourth contract stated that "the Adjunct Faculty Association is invited to annually submit to the Vice President for Curriculum and Instruction a list of courses each faculty member has taught, so the department chairs can "make assignments in accord with the philosophy set forth above" and "where feasible, such assignment shall be for six hours per semester."⁶⁹ The language gave the impression that the AFA would have some input in how classes were assigned, but, the "divine right of class assignment" was still maintained by the administration. The administration did agree that the "President of the AFA shall receive four LHEPF for each fall and spring semesters" to be divided if there was a co-presidency.

The salary schedule....

Adjuncts: "Education on the Cheap"

Even after the recognition of the Adjunct Faculty Association as the bargaining unit for part-time faculty, major concerns for part-timers persisted. One basic weakness was the issue of eligibility. Only teachers who were teaching two classes (six hours) were eligible to be a union member. As a result, many new part-time teachers were not eligible, resulting in a sizable percentage of part-time teachers excluded. Additionally, there was a constant turnover of part-time teachers.

On one hand, many people in the college seemed supportive of the AFA. Part-timers were often viewed by the administration as younger people who would bring in fresh ideas and new energy. Conversely, some administrators believed that part-timers "outlived their usefulness" after five years, and therefore, contractual salary schedules need only go to year five or six. Obviously, the administration viewed the part-time faculty as saving the

⁶⁹ Section II (2.6)

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college millions of dollars it otherwise would have had to spend on full-time faculty with benefits.

From a full-time faculty's perspective, part-timers filled spots that full-timers did not desire. The sentiment among many full-timers was to avoid teaching on the Skokie campus, so the Skokie campus became a "part-timer operation."⁷⁰

It also was becoming clear to the women on the negotiating team that John McCluskey, the IEA Uniserv Director, was the real negotiator for the AFA. He did most of the talking at the negotiating table. Rather than imparting the art of bargaining to the AFA leadership, he did the bargaining himself. More alarming was his friendly relationship with Mr. Lipton, the lawyer for the Board. Before each negotiating session, Mr. McCluskey and Mr. Lipton held animated conversations, a "good-ole-boy" atmosphere that, not surprisingly, was not what the AFA leadership wanted to project.

On October 1, 1995, Margaret B. Lee officially was named President of Oakton Community College replacing retiring President Thomas Ten Hoeve, who had served as president for eleven years. Since 1985, Ms. Lee had been Vice President for Curriculum and Instruction, and the AFA leadership had met her when negotiating their first contract. Margaret Lee had once been an adjunct teacher herself. "I have an innate sympathy in my heart for those people who get called a day before class starts and get sent the syllabus in the mail, and there's no other contract throughout the semester with anyone until you're told, 'Turn in your grades.'" ⁷¹ As the new college president began her tenure at Oakton, it was a hopeful sign for the adjunct faculty.

⁷⁰ John McCluskey, interview on March 7, 2011.

⁷¹ Margaret Lee as quoted in "At One 2-Year College, Adjuncts Feel Left Out, *The Chronicle of Higher Education*, October 18, 2009.