

# In support of the Professional Staff Congress/City University of NY tentative agreement: Vote yes

November 18, 2019



*Editor's note: Members of the Professional Staff Congress (PSC), the union representing professional staff and faculty at City University of New York (CUNY), are voting on a proposed agreement, a Memorandum of Agreement (MOA) with CUNY. In this piece, Steve London, University-wide Officer, Professional Staff Congress, and a member of the negotiations team explains why members should "vote yes" and endorse the agreement. The argument to reject the MOA, "vote no," is found here. Both pieces are being published without change, as the authors have presented the arguments and facts. We invite replies.*

Public higher education in general and the City University of New York (CUNY), in particular, have had to deal with austerity budgets, the growth of contingent, low-paid part-time adjunct instructors, and wage growth that barely keeps up with inflation. For CUNY, these trends are rooted in the mid-1970s fiscal crisis of New York City and collective bargaining regimes which grew out that fiscal crisis.

New York State public sector unions do not have the right to strike under the State's Taylor law. Severe penalties have been imposed on unions challenging this prohibition. In addition to the Taylor Law, public sector collective bargaining is framed by "pattern bargaining." This is a process whereby the City and State negotiators target the weakest and largest bargaining units and settle with them first. This establishes a "pattern" for other unions to follow that is essentially a political arrangement that is enforced by both management and unions. "Pattern bargaining" is both a political and a technical process. For example, the faculty and staff union representing the State-University of New York employees signed a recent contract that included a "me-too" clause. This clause says that if another union gets a higher across-the-board settlement, the State University union has the right to reopen their contract negotiations. This places a tremendous burden on other unions' negotiations, because a breakthrough contract by one union will force State and City managers to confront having to reopen already settled contracts.

Of course, both the Taylor Law strike prohibition and "pattern bargaining" conditioned by a divided union movement would best be dealt with through unity and collective action with other unions. Sadly, though through no lack of trying by PSC leadership, those are not the conditions confronted by the Professional Staff Congress (PSC), the CUNY faculty and staff union, in the latest and prior rounds of bargaining.

In this round of collective bargaining, the PSC took on the adjunct system of exploitation as its major demand. A militant and creative campaign was undertaken that produced an agreement that

successfully navigated around the constraints named above. We did this by creating a political space where our main equity demands were considered outside the constraints of “pattern bargaining” and austerity budgeting. While this Tentative Agreement does not end the adjunct system or austerity budgeting for CUNY, it is a signal achievement of progressive union leadership and lays a solid foundation for future gains.

## **AN HISTORIC AGREEMENT**

The Tentative Agreement reached between the PSC and the City University of New York is truly an historic agreement.

1. It moves CUNY, one of the largest employers of adjunct labor, to the edge of ending the adjunct system of exploitation;
2. It establishes the principle of making advances in adjunct pay by paying adjuncts for their unpaid labor;
3. It is a settlement that circumvents pattern-bargaining with significant contractual “productivity” gains 30% above pattern;
4. It devotes significant resources to equity for both full-time and part-time employees;
5. It eliminates one of the most pernicious aspects of adjunct exploitation (churning teachers through the lowest level of pay) by placing more money on the bottom salaries where most adjuncts are hired;
6. It comes with additional funding from New York State and New York City - unlike recent contracts from the State (but not the City); and
7. It comes after a strong, militant campaign that built on years of prior struggle.

Let me go over each of these in turn:

**Contingency and low-paid work:** The PSC has fought in prior contracts to end adjunctification and contingency at CUNY and with this agreement in place, will have made substantial progress. Adjuncts are doubly exploited. They are part of the “just-in-time,” contingent workforce, and they are further exploited by being paid a fraction of full-timers’ salaries. The goal of PSC leadership has been to end both contingency and low-paid work.

Part of our long-term strategy has been to maintain the tenure system for all our major full-time faculty titles: Lecturer, Assistant Professor, Associate Professor, and Professor and to establish a certificate of continuing employment for teaching adjuncts . We have struggled against the University’s attempts to cut into tenure-track lines and we have been largely successful. Due to our efforts, CUNY is one of the few large public systems that has limited contingent full-time appointments.

The second part of our long-term strategy has been to increase the pay, benefits, and job security of teaching adjuncts so that the super exploitation of low-paid adjuncts is brought to an end and conversion to full-time lines becomes economically feasible.

We have already achieved adjunct health insurance (City Health Insurance for eligible adjuncts worth on average \$10,600 in additional compensation), important progress on adjunct job stability (3-year appointments for eligible adjuncts), dedicated adjunct professional development funds, 225 adjunct conversion to full-time lines, significant equity increases.

In this Tentative Agreement, by 2022, we will establish a single rate compensation system with significant increases in minimums for a 3-credit course per title: Lecturer - \$5,500; Asst Prof - \$6,000; Assoc Prof - \$6,500; Prof - \$6,750, and within rank uniform payment for all adjunct hours

worked. These new salary rates increase the bottom compensation by 71% and overall average compensation by 45%.

While these increases are significant and historic on their own, they are within range of closing the gap with equivalent full-time titles. A full-time equivalent Adjunct Lecturer (8 courses) will be paid \$44,000. The minimum salary for a tenure-track Lecturer position is \$52,000, a difference of \$8,000. With adjuncts already receiving benefits, the cost to convert to a full-time line will be about \$15,000. While still short of equivalency, this gap is small enough so that conversion to full-time becomes a realistic possibility.

**Paying for unpaid labor:** One of the main features of this Agreement that makes future progress promising is that we established the principle of increasing adjunct compensation by paying for adjuncts' unpaid labor. Here, I am referring to the additional 15 office hours for each 3-credit course. This was done through a long, militant and smart campaign that highlighted the work adjuncts do outside of the classroom. Adjunct organizers and unions across the country have pressed this point in arguing for higher compensation. We got it done! Not only does this put us in a strong position to increase compensation in the next round of bargaining by demanding that more unpaid hours are paid, but it sets an example for others to point to in their struggles.

One of the key political arguments we made in winning this principle is that paying adjuncts for office hours is good for students, and this generally falls within the strategic objectives of "bargaining for the common good."

**Pattern bargaining:** In the Tentative Agreement, we reached political agreement with CUNY, City and State to count the value of the additional paid office hours outside of "pattern bargaining" constraints. Most of the additional adjunct pay we won in this Agreement is not counted as adding additional expenses within "pattern" limits but as "productivity increases." In fact, we were able to devote more than 30% of the entire value of the pattern (tens of millions of dollars) just to adjunct equity and have it not count toward the pattern amounts. This Tentative Agreement is pattern conforming in terms of the across-the-board increases, but the actual value we received is the pattern across-the-boards plus 30% more in value. Having these additional "office hours" conceptualized as "productivity increases" was a tremendous political victory. The big collective bargaining advance in this Tentative Agreement, and one that positions us well for future rounds of bargaining, is that rectifying the structural exploitation of adjunct labor should not be bound by the institutionalized limits of "pattern bargaining."

**Equity and full-timer support:** The Tentative Agreement does not just provide equity for teaching adjuncts, but it does so for 3,000 full-timers in both teaching and administrative titles and additional money for professional development funds, travel funds, Welfare Fund, and other benefits. While final contract ratification numbers are not yet tallied, full-timers have almost universally supported the adjunct equity demands in this contract. This is a result of the careful work and campaigns carried out by the union over the years that emphasize both the immorality of the adjunct system of exploitation and the fact that increasing adjunct pay is in everyone's interest.

**Churning low-wage workers at the bottom:** A feature of this Tentative Agreement is to end the practice of having salary steps within each title and moving to a single hourly rate for each title. There are typically 5 steps within each adjunct title and it takes 3 years to move from one step to the next higher step. These steps delay an adjunct's progress to a higher wage. Management likes steps for this very reason. Central to the adjunct system of exploitation is maintenance of low minimums and churning adjuncts through these minimums. Steps help make this possible. 30% of all adjuncts are on the bottom step of the adjunct lecturer rank which is currently \$3,222 for a three-credit course. Our campaign demand was for a minimum of \$7K precisely because the low minimum

is the most pernicious part of adjunct exploitation.

We used the additional tens of millions of dollars from the office hours payments we won in this Agreement to strategically position us to end this exploitative practice. This is where the single rate fits in as a strategic building block to end adjunct exploitation. If we maintained the steps in each rank, then we would have to distribute these tens of millions of dollars in such a way so that the minimums would be lower than the \$5,500 we achieved. This should be obvious. If we were to maintain salary steps and put money on the top steps, it would mean there is less money to devote to raising the minimum. The distribution of funds is a choice. Raising the minimum as much as possible given the resources available is the right choice to make real progress toward ending adjunct exploitation. New and most current adjuncts will experience significant salary increases.

The bargaining team recognized that transitioning from a step system to single rate system would not be fair to the minority of current adjuncts who had labored through years of steps. So, the Tentative Agreement provides for a transition provision for current adjuncts whose hourly rates will be above the single rate by “red-circling” them; thus, allowing them to keep their higher individual rate so that no long-serving adjunct is disadvantaged by the transition.

**Adjunct office hours are funded:** Another major success of our campaign is that the Governor and Mayor have owned the additional payments for office hours, and CUNY and the PSC anticipate that these contractual gains will be funded. This provision alone does not break austerity funding of CUNY, but it demonstrates that through bargaining we have brought additional resources into the University. This represents another important building block for making future gains and finally ending low-paid contingency.

**Critique alone does not make history:** Some analysts are very good at critique and eloquently express what they don't like. Critique alone, however, is a negative moment and does not move us forward and make history. Given all the constraints within which we operate, the PSC leadership has put forward a plan of action and a strategic vision to end the system of adjunct exploitation at CUNY. While we have made substantial progress in implementing the vision and plan of action, this Tentative Agreement by itself does not end austerity nor adjunctification. But, with ratification, substantial progress will be made toward those ends, and the building blocks will be in place for further advances. This Tentative Agreement is not just a quantitative advance in salary for adjuncts and others, but a qualitative change, preceded by a powerful struggle, that recognizes the legitimacy of one of our central and historic demands: adjuncts should be paid for their unpaid labor and that this payment should not be constrained by pattern bargaining.

To those who offer important and cogent critiques of the circumstances we confront, I would quote Marx, “Philosophers have hitherto only *interpreted* the world in various ways, the point is to *change* it.”