

FAQ about Unionization of Adjunct Faculty and Lecturers

We thought it would be helpful to share some basic information regarding unions and your right to support and your right not to support a union.

Q: What is a union?

A: A labor union is an organization created under, governed and regulated by a series of mostly federal laws. In the private sector, including at private universities and colleges, when certified by a federal agency as the majority representative of a group of employees (called a bargaining unit), usually after a secret ballot election, the union becomes the sole and exclusive representative of all members of that bargaining unit for most workplace issues, including wages, hours, benefits and many working conditions and employment terms. Once certified, the union is legally empowered to negotiate with the employer on behalf of the group, and enter into a contract containing all agreements reached on those subjects. The union is likewise empowered to make any compromises with or concessions to the employer it deems advisable or necessary to reach such a contract.

Q: What does it mean to be solely and exclusively represented?

A: If a union is designated by a majority of the adjunct faculty members and lecturers who cast votes, your right to speak or negotiate for yourself or as a separate group (such as a department, school or classification) about most employment matters is transferred to the union. The union then has the sole and exclusive right to deal with the University regarding your wages, benefits and working conditions. Once exclusively represented by a union, the legal power of each employee to individually negotiate is transferred to the union, and the union becomes the agent for all employees in the bargaining unit, whether individuals or subgroups of the bargaining unit desire such representation or not. Once a union has been designated, it is illegal for an employer to negotiate with individual employees or other groups of employees in the bargaining unit on matters involving wages, hours, or other terms and conditions of employment.

Q: What is a bargaining unit?

A: A collective bargaining unit is a group of job positions with a sufficient “community of interest” that a union can reasonably represent the employees holding those job positions, particularly with respect to the negotiation of the employees’ terms and conditions of employment. If a union was elected to represent a bargaining unit of quarterly part-time and academic year adjunct faculty members, all employees holding those positions would be included in that bargaining unit and must accept representation by the union, regardless of whether they personally voted to unionize. The union does not, however, have any authority to represent employees outside the bargaining unit, or negotiate over such outsiders, whether or not its demands regarding the bargaining unit will directly or indirectly affect the outsiders.

Q: Will my employee information be kept private?

A: If a petition for an election is filed, the University is required by law to provide the union with the names, home addresses, home and cell phone numbers and personal e-mail addresses of those employees eligible to vote. Additionally, if a union is then elected to represent you, the University, by law, may also be required to provide additional confidential information such as age, salary, and dates of employment, performance evaluations, attendance and disciplinary history, employee benefit elections, and in some cases even Social Security numbers and certain aggregate health information about the bargaining unit if requested by the union.

Q: What does collective bargaining require?

A: Collective bargaining requires both the union and the University to meet and negotiate in good faith over wages, hours, and other terms and conditions of employment for the members of the bargaining unit in an attempt to reach a contract, called a collective bargaining agreement.

Q: Is an agreement guaranteed if a union is elected?

A: No. Any agreement requires the consent of both the union and the University on all mandatory bargaining subjects that either party raises. While both parties must bargain in good faith to try to reach an agreement, the law does not compel either an employer or union to agree to a proposal or require the making of a concession in bargaining. If the parties cannot reach agreement on all mandatory bargaining issues raised, they may reach a bargaining impasse.

Q: What happens if a union is elected and the union and the University cannot reach an agreement?

A: If the parties are unable to reach an agreement, a union may call a strike in order to pressure the University to accept its demands, or engage in other coercive activities. Unions may elect a strike at any time during bargaining. An employer likewise has various options in the event the parties cannot reach an agreement, including, amongst other things, the right to implement its last, best and final offer at a bargaining impasse. An employer can also simply leave the status quo in place at such an impasse.

Q: What does a faculty union strike involve?

A: In a University setting, it is important to keep in mind that those most directly impacted from striking faculty are our students. If the University were ever faced with a faculty strike, our priority would be to meet our fundamental obligation to educate our students and avoid any disruption to their academic programs and timely progress toward their degrees. In order to minimize harm to students, the University could continue classes by employing faculty who choose not to strike and faculty not in the bargaining unit. The University could also hire temporary replacements for striking faculty in order to keep its operations running. The University would not discipline or terminate employees for exercising a legal right to strike. Employees not working because they are striking, however, receive no pay or un-accrued benefits from the University during a strike, and are generally ineligible for unemployment insurance benefits.

Q: Will a union get me a pay increase?

A: Not necessarily. There would be no automatic increases in wages or changes in working conditions if a union is elected. Salary, job security, benefits, and other terms and conditions of employment would be subjects for bargaining between the union and the University, and any agreement requires the consent of both sides. Bargaining requires give and take, and the parties may make compromises that spread the benefits and burdens of an agreement amongst employees, or different groups of employees, within the bargaining unit. Even with good faith bargaining, sometimes agreement is not possible on some matters, including the balancing of benefits and burdens amongst members of the bargaining unit. If the parties reach an impasse, the University is able to implement whatever its last position was on the unresolved issues.

Q: Does it cost money to belong to a union?

A: Unions generally collect mandatory monthly dues. Frequently, there may be other costs such as initiation and other fees, fines and assessments that a union may choose to impose. Union contracts typically require the employer to withhold union dues or agency fees directly from your paycheck. Each union determines the amount of dues and fees it will charge. Inquiries about the amount of union dues and fees should be directed to the union. In most negotiations, unions will demand union security, requiring that *all* bargaining unit members either become dues-paying members, or agree to pay an agency fee usually approximately equal to the union dues. If an employer agrees to such union security, any employees refusing to tender such dues or agency fees may be subject to termination.

Q: Will a union get me job security?

A: Not necessarily. Just as with pay, job security provisions are a subject for bargaining between the union and the University, and any agreement requires the consent of both sides. Few union contracts outright prohibit employers from making needed economic or structural changes that may affect employees. Any outcome will depend on what is agreed during bargaining.

Q: If union organizers have promised or implied I will get higher pay and job security, how binding are those promises?

A: A union cannot unilaterally implement any changes to an employee's salary, benefits or job security. Subjects of bargaining such as these require agreement by both the union and the University. The only promise that a Union can confidently deliver on is to promise what they will *ask for* during bargaining.

Q: If a union is elected, will collaborative governance continue?

A: Any committees working on issues affecting the terms and conditions of employment of adjunct faculty members or lecturers would no longer be permitted to independently address those issues, unless the union agreed, as the union would be the exclusive bargaining representative. Few unions would agree to such independent committee activity without insisting upon their right to participate in such committees, or without retaining a veto right on committee recommendation and decisions.

Q: What laws apply to unions and the collective bargaining process?

A: The federal National Labor Relations Act and Taft-Hartley Act are the primary laws governing the collective bargaining process and union issues in the private sector. The National Labor Relations Board is the government agency responsible for the enforcement of the National Labor Relations Act; the U.S. Department of Labor generally administers and enforces the Taft-Hartley Act.