

# STAFFING SCHEDULES ROUND ONE: GENERAL INFORMATION

By Kris Fertel



6

Since it's spring...one of the most fertile areas for germinating new disputes between members and other members or members and management is staffing. Staffing is often erroneously conflated with scheduling. Scheduling is where the seeds of conflict are often gathered but not sown. So let's begin there in Article 4.

"Scheduling" is determining weekly student contact hour (WSCH) goals for major subject areas, workload goals for other service areas, creating class schedules and deciding class sizes in order to meet overall assigned workload goals. "Scheduling" also includes efforts to achieve a range consistent with legal/accreditation constraints, accommodate the needs of students, ensure the quality of education, and utilize facilities efficiently (4.5). To put it succinctly, "scheduling" is deciding what to teach, when to teach it, where to teach it and how often, if you're faculty. "Scheduling" is a plot of land on which we have many rights, as it is part of our shared governance and professional responsibility to cultivate and toil upon it so that the harvest will be abundant.

Staffing, on the other hand, is neither our responsibility nor our choice, although we are often invited, or otherwise enlisted, to participate in the process. Staffing is the work of management. It is their job to reside in the farmhouse and delegate who will do what in the field. However, as we are unionized paid laborers, we do have certain protections to try and ensure that the work is reasonable and that we are not discriminated against. We also have the right to have our preferences heard by management and to

be directly provided with a written explanation as to why they were not met upon request (4.5.3). As we square up those buffer strips, be careful not to get confused as to who is responsible for maintaining them, as that can be unclear when many of our fellow laborers are acting like managers under the title of department chair. Keep in mind that, ultimately, the choices are not theirs to make nor are grievances to be filed against them.

In short, generally, you can't grieve that you were asked to work within the work week or work year specified in your part of the contract, that you were asked to work Fridays or Saturdays, that you were asked to work at a specific time of day or evening, that you were asked to teach a certain course or level or perform a certain task that is within your job description and related qualifications, that you were asked to hold a minimum number of office hours on campus or that you were assigned to teach a course that is at an outreach center, as all of those possibilities are what you signed up for when you accepted the job. However, this was prefaced with "generally," as there are a few exceptions and many protections in your contract you should review and consider.

In terms of exceptions, all members should be aware that if you have a physical or psychological disability that requires accommodation and/or limits your ability to perform certain tasks, you should contact a union representative and make sure that you are talking to who you need to talk to, compiling appropriate documentation and enlisting the support of relevant support services to ensure that you are legally protected and adequately outfitted and accommodated to perform successfully. Never put yourself in the position of meeting with management to be interviewed or interrogated about such constraints without representation, especially if there are mental health issues that impair your ability to communicate effectively on your own behalf. You may also be exempt from certain assignments based on your individual job description, qualifications or concurrent contractual responsibilities.

In terms of workload protection, get to know the particulars of Article 4. Article 4 is divided into classroom and non-classroom faculty/staff with a special section with additional information for adjunct employees. A core component for all unit members is that workload distributions must not

[continued on page 15]

[from previous page ]

broadly, the strike led to advances in the areas of workplace safety, minimum wage laws and child labor protections. Lawrence was also the first major industrial strike in the U.S. and the heroic efforts of those involved lay the foundation for the militant working class organizing of the 1930s.

In recent decades, Americans have suffered through the most radical upward redistribution of wealth in human history. That shift has been accomplished in large part by a vicious attack on the working class, including a concerted campaign to pit non-union workers against those in unions. The resulting race to the bottom has enriched the few and devastated millions of lives.

The ongoing global challenge to corporate tyranny gives hope that the tables are finally turning, and echoes of the Bread and Roses strike ring through that resistance as vibrantly as an Occupy drum circle. The Occupy movement also serves as an important counterpoint to a labor movement that for decades has more closely resembled the Textile Workers Union of 1912 than the IWW, one where union bureaucrats are as threatened by rank and file initiatives as any employer.

The totalitarian control of our economic life that corporate elites exercise has brought us to the brink of national (indeed, international) catastrophe, and collective resistance is as necessary as it was 100 years ago. As the 99 percent continues to challenge the super-rich, we will do well to celebrate and study the Lawrence strike of 1912. In so doing we can perhaps begin to create a world where everyone has both sufficient bread to eat and “life’s glories” as vivid as the reddest roses.

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[from page 6 ]

discriminate (4.9.4). In other words, you can’t single out a specific unit member for personal reasons or professional reasons that are not included in the contract as exceptions nor determine assignment for that member based on such reasons or based on criteria that were not applied equally. However, do not confuse discrimination with equality. You can schedule by seniority, by lottery, by systematic rotation or whatever combination of the aforementioned and/or other agreed upon processes that your division or department has chosen to apply to all. If your current process is causing numerous conflicts between unit members or complaints, however, your manager should be alerted as it may be necessary to reevaluate or amend it to maintain a collegial atmosphere. Union representatives trained in IBA can be called on to help moderate such conversations if departments or divisions are unable to do so on their own.

There are also many other protections that normally must be observed unless there is mutual consent between the unit member and management. Unfortunately, not all members are aware of such conditions and often accept assignments that they did not realize they could refuse. For example, did you know that you do not normally have to accept being assigned more than three different courses concurrently (4.4.1)? Were you aware that there are limits on distance or online instruction or that you may only hold a maximum of two online office hours in place of on campus hours per semester (4.7.2.2.1)? Have you heard that full-time counselors should have ten hours of professional development per week excluding peak periods (4.8.3.2)? Were you told that assignments on Sundays are by mutual consent only and that assignments on Saturdays should attempt to accommodate religious convictions and/or observances (4.7.2.5 and 4.8.4.1-2)? Did anyone communicate to you that preference will be used for staffing summer courses; however, for adjuncts summer term is not counted as a semester for purposes of obtaining preference priority (4.10.6.2)? To get a complete picture of what you may opt to consent to or not and in what special situations you may be assigned without consent, you should read more under your job heading in Article 4, available at [www.lrcft.org](http://www.lrcft.org).

Stay tuned for Round Two: Sticky Staffing Situations for more specific information based on recently reported disputes and queries. Don’t worry, the farming analogy ends with round one. ■