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Testimony of Dr. George M. Murphy, Adjunct faculty at Central Connecticut State University

I am Dr. George M. Murphy, of Pleasant Valley, Connecticut. I feel I should tell you a bit about myself, that my testimony might be put into the appropriate context. I have graduate degrees from Boston University, the University of Connecticut and Western Colorado University. I have been certified as a teacher, Guidance Counselor and a School Psychologist, and licensed as a clinical psychologist and a professional counselor.

In addition, I have had careers as a professional photo-journalist and as an educational researcher, with national award-winning productions in both areas.

I am a retiree of the Connecticut State Department of Education, where I served as a psychologist in the Vocational/Technical schools division. I am also U. S. Army, retired (served 23 years in a 43 year period), in both senior enlisted and commissioned status. I am a graduate of the Army's Command and General Staff Officer College, at Fort Leavenworth, Kansas.

My first experience as an Adjunct faculty member was in 1963, when I taught a statistics course at UCONN's graduate school at Storrs, Conn. In addition to my regular activities, I have been teaching at the college level off and on ever since. On the day that I officially retired from the State Department of Education, I received a phone call from the Chairman of the Psychology department at Central Connecticut State University, who asked me to teach a research design course for his department, and I have been a member of the Adjunct Faculty at Central more or less since that time, (about 15 years).

I am a member of the approximately 34 percent of part-time faculty at Connecticut State University System (CSU) whose only job is that of faculty member, who has no other significant income-producing activity.

There are more than 2,000 of us contingent (adjunct) faculty in the CSU System, all four campuses included.

Under the Collective Bargaining Agreement (CBA) between the Board of Trustees for the CSU system and the faculty union, The American Association of University Professors (AAUP), "part-time members have no guarantee of continuing employment." [Art. 4.6, CBA]

The law, as it is presently constructed has created a new class of working poor, especially in its present interpretation of "reasonable assurance." My own employment history at CSU negates the application of such reasonable assurance. In my fifteen years as adjunct/contingent faculty at CSU, the 'reasonable assurance' factor was only appropriate two times out of three. In other words, about **one third** (1/3) of the time there were changes in what I might have been asked to teach (courses dropped, changed, substituted, etc.)

In addition, **in no instance** (except this past December, one time in 15 years), have I been ever informed that I would be teaching for the next semester, either verbally or in writing. Each semester ended as I filed my grades, and I was left to wonder if, or when, I would be asked to come back to the campus for the next semester's activities. Eventually, perhaps only a week or two before the next semester was scheduled to begin, a letter would arrive, offering me a contingent appointment.

The offering letter was not a contract, but a letter of intent, stating that, **IF** there was no full-time faculty available to teach the course, and **IF** enough students signed up for the course, and **IF** the University could find the money to pay me, then would I please come to the campus and teach the course? The letter warned that "any unanticipated absence of financial resources may also be the basis for ending this appointment at any time." [Standard form letter for a part-time appointment in the CSU system].

To my mind, the letter of intent is not a contract, as there is no *Quid pro Quo*, as the responsibility appears to be loaded on the recipient. As a former public-school teacher who had reached tenure a number of times, I can understand the rationale of preventing those under continuing contracts from filing for unemployment insurance. But we part-time faculty members have no contracts, we have no expectation of re-hire (our CBA warns us not to expect it), and we should be allowed, like other temporary workers at the University such as food service personnel, to file for unemployment at the end of our period of temporary employment.

The reality of the situation is that the federal legislation in this area (copied by the Connecticut General statutes), has created a new class of over educated under-compensated workers, the migrant workers of the Information economy, the adjunct college professors.

There are more than 2,000 adjunct/contingent faculty, as compared to approximately 1,430 full-time faculty in the CSU system.

The misuse of the "reasonable assurance" doctrine, as it is now practiced by members of the Labor Department in contravention of rulings from the Board of Review, has caused considerable heartache and difficulty for me, personally, and for many others known to me. The procedure is supposed to be simple and direct, but some members in the Labor department have added their own requirements to the process.

The first question is supposed to be, "Have you been asked to teach next semester?" If the answer is no, then the person is supposed to be approved for Unemployment Insurance. That's as far as it is supposed to go, but some workers in the Unemployment Office have looked at an applicant's prior work history, and denied the application, based on their assumption that the person probably will be asked to return to teach for another semester, and denied the application.

My case is now before the Superior Court.

I was not informed, until the middle of August that I would be asked to come back to the University to teach. The prior semester ended at about the 8th of May, some three months before. I filed an affidavit at that time stating that I had not been asked to return to teaching. I should

have been approved for Unemployment Insurance at that time. Someone decided on their own (in violation of the procedures set down by the Board of Review for Unemployment), to check up on my prior history, and denied me out of hand.

The 'reasonable assurance' lack of specific definition is causing problems across the country. California had a case, decided in favor of the part-time faculty members, and it went to the Circuit Court, and was upheld.

The *Cervisi* decision in California led to similar activities in the State of Washington, which approved their own version of the *Cervisi* decision, in that the 'reasonable assurance' doctrine lacks specificity, and that a contingent assignment is "not a reasonable assurance of continued employment" and that part-time faculty were allowed to collect unemployment between semesters. The State of New York is considering similar action.

The New Faculty Majority (a national Interest group of Part-time college professors) has made Unemployment Insurance a major issue, as the Federal legislation adopted more than ten years ago is preventing part-time faculty from using Unemployment Insurance. Some are afraid to apply for Unemployment Insurance for fear that they might get fired! Recent data indicates that tenure for professors is declining, and that between 55 and 65 percent of all instruction at the college level, across the country, is performed by part-time/adjunct/contingent faculty.

The key issue is fairness. Many college professors have areas of special expertise that are not usually in high demand by the general public, but fit well within the structure of the university in its search for knowledge. Should not college professors enjoy some of the same responsibilities and benefits of citizenship as mechanics and pot washers? Are professors to be singled out because their knowledge base is specialized and perhaps a bit mysterious, as compared with the average Secretary II or a University Maintainer I? It is a classic case of intellectual discrimination (even though college professors are not protected as a class... maybe they should be!)

Part-time faculty do not have continuing contracts, the CSU Collective Bargaining Agreement forbids it!

I urge you to approve the modification of the legislation to allow the doctrine of 'reasonable assurance' to fall by the wayside, and/or that a contingent faculty appointment would not be considered to be a 'reasonable assurance' of continued employment.

George M. Murphy, Ph. D.

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