

44

**Testimony on S.B. 934, "An Act Concerning the Reasonable Assurance Doctrine Under the Unemployment Compensation Act. Hearing: 2/15/02**

Thank you for this hearing on a most crucial piece of proposed legislation. I say "crucial" because many part-time faculty, like myself and my husband, are wholly dependent for our livelihood on the wages we earn through teaching, between the two of us, at four different institutions of higher learning. I have been teaching at CCSU and the University of Hartford for the past sixteen years. My husband has been teaching courses at the University of Connecticut and Naugatuck Valley Community College for the past seven years. Even though we teach more than a full load of courses, we are considered part-time employees.

Although we teach three to four courses each semester in the fall, spring and if we are lucky to get courses, in the summer, we are paid on a part-time contractual basis. When the semester ends, our paychecks stop. In fact, we are for all intents and purposes fired, with legal expectation of being rehired even if we have worked for the same institution for many years.

Yet, when we apply for unemployment we are most often denied, challenged, and sometimes expected to go through a lengthy appeal process.

I believe that the current law governing instructional employees is just plain wrong and, even worse, it is discriminatory against a class of workers: part-time instructional faculty. While other employees who are furloughed or laid off for a period of time, even if they work for an educational institution, get to collect unemployment benefits, faculty who suffer a similar furlough period often cannot collect unemployment benefits.

The "reasonable assurance clause" is not confusing to faculty who apply for unemployment benefits because we know that we have no expectation of re-employment, that is no reasonable assurance. Our employers tell us so very clearly in the letters of appointment they send us. Yet, when it comes to applying for benefits, our employers challenge us and actually deny their own rules, going as far as to hire private contractors to appeal our cases.

Simply put, the "reasonable assurance clause" is bad legislation because it discriminates against a particular group of workers and it is applied arbitrarily. There have been times when I have been granted benefits, while my husband has not, even though our situations are the same. It depends on who the hearing officer at the Unemployment Office is and how he or she chooses to interpret the clause. If there is a law, it should be well understood by all who are charged with applying that law. The "reasonable assurance clause" is not a law that is understood because it contradicts itself at every turn. I urge you to consider seriously the testimonies that are presented to you today.

Jane Hikel and Gerald Hikel