

Principles for Higher Ed Bargaining Related to COVID-19

AFT Washington shares our locals' concerns for the health and wellbeing of our members and community during the COVID-19 outbreak in our state. The shutdown of campuses and move to online learning platforms will have obvious effects on our work, especially those who are contingent faculty and classified staff. Below are areas that AFT Washington faculty locals will want to address in bargaining over the effects of COVID-19. Please do not hesitate to contact your union organizing representative for support, in particular when you wish to Demand to Bargain over the effects of COVID-19 related changes to your working conditions.

Primary concerns when considering a Demand to Bargain

1. Every employee must be held harmless economically and professionally for the dislocation caused by COVID-19. No one should be required to use accumulated and/or compensated leave time to enact the institution's response to coronavirus. This particularly includes adjunct and contingent faculty, graduate employees, and hourly staff. Employees who are required to self-isolate or be quarantined should not be required to use personal sick time or other previously available paid leave for this.
2. Institutions should make efforts to ensure contingent faculty remain employed throughout this pandemic and this includes use of emergency reserves – this is, after all an emergency. Some options might include lowering enrollment thresholds and suspending policies for “bumping” adjuncts when a full-time faculty member needs to meet their workload. Instead, full-time faculty could make up their load by doing other work, including new work that COVID-19 has created.
3. Institutions should commit to not contesting unemployment claims made as a result of COVID-19.
4. Institutions must provide the necessary support for transitioning to an online teaching format wherever that is part of the institution's response plan for COVID-19.
5. Anyone who is not already teaching online and who is required to do so as part of the institution's response plan must be compensated at the instructional rate or the bargained hourly rate for transitioning material online; pay should be retroactive if this is already being done.
6. If an instructional term is extended due to the virus, institutions should be prepared to provide additional compensation for faculty/staff who would normally not be under contract beyond the end of the semester/quarter, and who may be obligated to other jobs in the ensuing semester/quarter.
7. If an instructional term is shortened, the union must be involved in developing the new schedule, including but not limited to, length of class sessions, alternatives to face-to-face class sessions, maintenance of pay, etc.

Other considerations for your workplace

1. Colleges and universities must keep foremost in mind that their campuses are sanctuaries for many of their students – a college campus may be the only location where students have steady access to food, shelter, safe living quarters, and internet access. Institutions must plan to assist students who do not have viable strategies for relocation from campus or alternatives for online learning.
2. Racism and bigotry have no place in anyone's response to COVID-19. Institutions, faculty, and unions must condemn instances of racism and bigotry connected to this virus in the same manner and to the same extent they would do so at any other time.
3. Faculty members, particularly adjunct/contingent faculty and those on the tenure track who are not yet tenured, must be protected against the punitive use of negative teaching evaluations during the period of the disruption (a quick transition to an online format may create a lack of depth; a faculty member may not have been adequately trained to teach online, etc.).
4. Institutions must acknowledge that transitioning a course to an online environment in a one-time crisis does not necessarily mean that the course can be successfully taught in an online environment under normal conditions.
5. Institutions must not take this opportunity to appropriate intellectual property to which they would not otherwise have had access; teaching materials moved online because of the one-time emergency created by COVID-19 are not the property of the institution for future use.
6. New contracts signed with online program managers (e.g. Canvas) specifically to handle this crisis should be of short duration, should be fee-for-service (not a percentage of tuition), and should include contractual protections for faculty intellectual property rights.
7. All employees must be held harmless as individuals for data breaches that may occur when they are making reasonable use of non-institutional computing devices, networks, and other resources in attempts to maintain institutional continuity.
8. Faculty and graduate assistants who were expected to present at conventions, conferences, artistic events, or other gatherings that were cancelled due to COVID-19 must be held harmless for their inability to do this; institutions should not attempt to reclaim non-refundable conference expenses from members of their academic communities.
9. Academics working on grants from non-intelligence agencies who may develop or uncover unflattering information regarding governmental responses to COVID-19 should be advised that they have protections through the Whistleblower Protection Act. Employers cannot block grantees from speaking, nor can they mandate pre-screening of communications through legal departments or public information officers. Grantees can file a whistleblower retaliation claim if they experience reprisal for disclosing information that the employee reasonably believes is evidence of an abuse of authority relating to a federal contract or grant or a substantial and specific danger to public health or safety. For more on the rights of whistleblowers see <https://whistleblower.org/wp-content/uploads/2020/01/WhistleblowingScienceGuide.pdf>.