

Fight for Equal Pay Resolution cont. By Rick Baum

### Part 1: Local Leaders unanimously reject submitting equal pay resolution to the California Federation of Teachers Convention

More than two weeks before the deadline for local union leaders to submit a resolution for consideration by the upcoming CFT convention, I sent my union leaders a resolution calling for all unions to make a demand in negotiations for equal pay for equal work for equally qualified and experienced faculty. Their approval was necessary for it to be taken up at the convention. I asked them to submit it even if they disagreed with it and let the convention delegates decide whether to support it. Five days later, I received an email from my union president.

She wrote that the union's executive board would decide to approve or reject my request in two days and promised to let me know the result that day. After waiting five days, I wrote to the leadership and was informed that they had unanimously rejected passing the resolution because, in the words of my union president, they had "several concerns and questions." They could have addressed them by amending it, but they failed to do so. I wrote asking what were the "concerns and questions," but never received an answer. Their rejection prompted me to write about what had happened in an article published by [Counterpunch](#).

The leadership was also troubled "that the full membership did not have an opportunity to weigh in on it [the resolution]," even though they had time to put out a message asking for the feedback of members. Seeking the meaningful input of members into their decisions is uncommon. For example, just two weeks later, without asking them for their view, the leaders informed members that they were [taking a legal action](#) against the administration "for violating the rights of full-time faculty and failing to meet the needs of our students."

### Part 2 Leaders prevent a Vote on the resolution at the once a semester membership meeting.

I reworded the resolution. It now called on the leaders of my local to put forward a demand in negotiations for equal pay per load factor (the percent of full-time work done by a part-time faculty member) by equally qualified and experienced faculty. The realization of this goal would only be a step towards ending our two-tier contract since it did not address the gross inequality in benefits.

This resolution is mild. It is not a call for making equal pay a non-negotiable demand with a threatened strike if it is not accepted by management.

To my surprise, especially coming on the heels of my Counterpunch article, the leadership placed my resolution on the membership meeting agenda. A link to it was provided giving people a chance to review it well before the meeting. However, it was called a first reading which, under Robert's Rules of Order, means it could only be discussed and not voted on.

When the resolution was taken up at the membership meeting, I made a proposal that called on those present at the meeting to vote on it. The validity of the proposal was disputed with the leading voice being a former union president who is a part-timer. She claimed it could not be done under union rules. Nevertheless, a vote was taken on my motion which was rejected by a 12 to 8 vote. When I noted that the next membership meeting would not take place for some six months, I was promised by the union president that at the delegates meeting in a month, a vote on the resolution would occur. I also understood her to say that all members, not just delegates and officers, would be able to vote.

After the vote, a discussion on the resolution was held. I was asked to revise it taking into consideration comments made, something I soon did by adding more content, but not changing its essence.

### Part 3 More obstacles to the resolution moving forward

More than two weeks before the delegates' meeting in April, I sent the union leadership the revised resolution that is below. I also requested that it be sent out with the agenda as was done for the membership meeting.

Instead, the older version of the resolution was sent out. I wrote to the leadership two times requesting that they send out the revised resolution—a request they ignored.

On a Friday prior to the Tuesday, April 15 delegate's meeting, I received a phone call from my union president. She told me that I must have had a misunderstanding because there was no promise that non-delegate members would be able to vote on the resolution at the delegate's meeting. More importantly, she asked that I withdraw the resolution from the agenda until the next membership meeting in the fall. She said that it would give the leadership (not membership) time to revise the resolution into one they could support which would help it to receive a favorable vote. I declined the offer.

At the delegates meeting, time was scheduled for a report on the CFT one-tier task force by the same part-timer who is the former local president and is a member of the task force. During the entire school year, a report on the task force had not been scheduled. Given the timing of this report, I suspected it was scheduled to undermine support for my resolution.

In her report on the task force, she discussed what she called the difficulties of bringing about an end to our two-tier system saying state legislative changes were needed. However, she also said local bargaining units could bring about some changes to move us towards a one-tier system but that we need to focus on what is feasible, never suggesting that equal pay is possible. As an example of what she found feasible would be to add steps to the part-timer's pay scale. This proposed change would not be relevant to most part-timers because the current steps already cover people who have worked in the district for 28 years. Essentially, what she

expressed came across as a belief that achieving a one-tier contract would take years in addition to the more than 40 years we have had two-tier contracts.

Next, my union president introduced and shared my revised resolution. She stated that the union's executive board had unanimously rejected the first version of it—the one for the CFT convention, and next stated that it had also been rejected by the local part-timers committee, something that never happened. What had happened is that the CFT part-timer's committee, as clarified by a member of the committee, "did not vote against your resolution, they only declined to support it." Their action was puzzling. I never sent the resolution to them. It was to be dealt with only by my own union. I only learned it was taken up by them at this meeting.

After this "uplifting" introduction, the discussion began. Since one can often only speak once, although offered a chance sooner, I decided to wait until a few people had spoken so I could respond to what was expressed.

I intended to say that AFT 2121 had a historic opportunity to play a leading role in moving us on a path towards ending our two-tier contract. I would have continued that given the times in which we are living, in which public education, academic freedom and tenure protections are being attacked, for the sake of all of us, our unity and to foster our strength and to stop management from keeping us divided, I urge you to pass the resolution as a first step towards moving us on a path towards equality.

However, my addressing the resolution itself did not happen. After the second or third speaker, the union political director, a part-timer, who as of four days before had told me he had not bothered to read my resolution, introduced a substitute motion. This was an unrelated resolution with the title "Resolution in Support of Ending the Two-Tier System Within the California Community Colleges." It probably should have been ruled out of order since my resolution focused on making a demand on pay. Additionally, this resolution had not been sent out prior to the meeting for people to have a chance to review it, and it called for making no demands. At this Zoom meeting, some were unable to read it. Nevertheless, it was immediately seconded. A month later, at the May delegates' meeting, this substitute motion that when presented came across as his own individual motion and was described in the minutes of the April meeting as "proposed" by him turned out to be a leadership resolution.

The content of this second resolution was not discussed. Instead, people opposed to my resolution spoke including the former local president, the part-timer on the CFT One-Tier Task Force. Another expression of opposition came from a full-timer who, like me, teaches classes on American government that should include the topic of struggles for equality whose successes are viewed as positive advances of democracy.

One objection expressed was that my resolution would tie the hands of union negotiators. That showed a lack of understanding of the negotiating process in which demands are put forward and then negotiated over, perhaps altered or rejected. No one's hands would be tied by demanding equal pay for equal work by equally qualified and experienced faculty.

Another objection was pure demagoguery. The preposterous claim was made that the resolution attacked part-time counselors and librarians who are paid at a greater rate than part-time teachers. Here is the language in the resolution on this issue.

***“Whereas, part-time librarians and counselors deservedly have pro-rata pay of 100%\* meaning their load factor is multiplied times the pay of what one who works full-time who is on a similar step and column while teachers have pro-rata pay of 86%,”***  
(emphasis added)

\*Clarification: 100% pro rata pay is a myth. Under our step system, all part-timers move up a step (generally resulting in a pay increase) every two years while a full-timer moves up a step for each year of service resulting in the pro rata pay of part-time counselors and librarians falling below 100% after just one year.

The next speaker, the union vice president, made a motion to end further discussion and postpone a vote until the October membership meeting—reflecting the desire expressed by the union president in our phone conversation. Immediately, the union’s parliamentary stated that this motion, under Robert’s Rules of Order, could not be discussed.

Officers and delegates voted 9 to 1 in favor of ending the discussion. Clearly, the vote indicated that a vote on my resolution would have likely resulted in a defeat, but by not voting on it, no one had to go on record opposing equal pay for equal work.

I would later look up the rules and conclude that the parliamentary’s ruling about no discussion was wrong. I emailed the leadership about this claiming the vote was invalid and, presumably, only applied to the business at hand, the resolution introduced by the union’s political director. I also asked to submit my resolution to the entire membership for a vote in a special election. I never received a reply.

#### Part 4—Resolution put on the Agenda of the May Delegates’ Meeting

The [link to the agenda](#) for the May delegates’ meeting had an item to which 45 minutes was to be devoted with the title “Pay parity resolutions (action item).” Despite the decision not to take up my resolutions until October, the leadership decided to do so at the May meeting. Not until the day of the meeting was the link of the revised resolution provided.

A discussion was held. What turned out to be the leadership resolution was passed by the few eligible voters (delegates and officers) present. No vote was taken on my resolution. It was only discussed.

A new opposing argument was made by the former union president who is a part-timer. She contended that requiring the putting forward of an equal pay demand in negotiations is anti-democratic! This view represented a failure to understand how the blessings of the majority are not always required when upholding the democratic principle of equality. Also speaking in opposition to my resolution was the part-timer who is the union’s political director.

## Achieving Equal Pay

How could a system of equal pay for all faculty be achieved under the CCSF contract? It is a simple matter. Put all faculty on the same pay scale which results in 100% pro-rata pay based on one's load factor, and have part-time faculty, like full-time faculty currently do, move up a step for each year of service instead of every two years. While these changes happening overnight is preferable, what is key is whether significant progress is being made toward achieving them as each new contract is negotiated.

An argument would likely be made that we support more pay for part-timers, but that requires the state providing more money for this purpose. More money would, of course, help. But progress could be made by re-orienting what is sought/achieved in negotiations. The last CCSF negotiated faculty contract resulted in an across-the-board increase of 14% in pay over three years. Under it, those making the most money will receive the biggest dollar increase in pay per class taught, increasing pay inequality. The money could have been allocated in a way in which those at the bottom of the pay scale would have received the biggest increase. For many, such a result is a basic union principle, especially for a union leadership that claims to want to end two-tier contracts (see their resolution), achieve social justice, and sees itself as acting democratically.

## Conclusion

My union leaders did allow an airing of my resolution. Some even thanked me for bringing up the issue. This experience might be seen as a form of what Herbert Marcuse called ["repressive tolerance"](#) --you allow something to happen that you oppose instead of suppressing it to give the impression you are being open and adhering to democratic principles while at the same time you create numerous bureaucratic obstacles--in this case, for example, not providing members with resolutions in advance of meetings and preventing a vote from being taken. In other words, their actions provide a form of "democracy" that lacked substance and transparency. By passing their own resolution that calls for a one-tier system yet being unwilling to put forward a demand to bring about the beginning of its realization, they failed to live up to their rhetoric and claimed ideals. The result was the stifling of an action towards justice for part-time/contingent faculty.

Equal pay for equal work is so intrinsic to democracy that no vote should be necessary for a union to make it a demand in negotiations and to fight for it. A union committed to democracy is one that fights for equal treatment of all members, which includes job security and equal pay and equal benefits (per load factor) for all equally qualified and experienced workers that they represent.

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I appreciate the time Jack Longmate and Keith Hoeller spent providing useful suggestions for improving an earlier version of this article. They, of course, have no responsibility for what I have written.

Copy of revised third version of resolution. Sections in red and not in italics are changes made after the membership meeting.

## **Equal Pay for Equal Work Resolution**

*Whereas, a basic principle of democracy is equality,*

*Whereas, many fights for justice that we support, including the civil rights movement, the gay liberation movement, and the women's movement, are fights against discrimination and for equal treatment,*

*Whereas, the college receives the same level of funding **per student** whether a class is taught by a full-time or part-time faculty member,*

*Whereas, the grade a student receives is treated the same whether a class is taught by a full-time or part-time faculty member,*

*Whereas, the February 2018 [CFT Policies and Positions Handbook](#) indicates at 4.3.7 that "The California Federation of Teachers supports: ...Equal pay for equal work among contingent and tenure-track faculty."*

*Whereas, AFT 2121's own [Sunshine Document](#), that was crafted for the last round of negotiations, declares at 1E the position of seeking to "Achieve a one-tiered contract with equality in pay, benefits, and strengthened job security for all faculty and all assignment types."*

**Whereas, part-time librarians and counselors deservedly have pro-rata pay of 100% meaning their load factor is multiplied times the pay of what one who works full-time who is on a similar step and column while teachers have pro-rata pay of 86%,**

**Whereas, the actual amount of work and the quality of work performed by all faculty varies tremendously with some part-time faculty taking on extra tasks for which they are not paid while some full-time faculty do little work beyond teaching their classes though they may devote much more time to their students than do other faculty members,**

*Therefore, be it resolved that we, AFT 2121, favor and will demand in all contract negotiations that equally qualified and experienced teachers be paid the same amount of money per class **or lab taught** whether that teacher is a full-time or part-time faculty member,\* and that this demand not be achieved by reducing the value of the pay package (salary and benefits) of full-time faculty nor reducing the jobs or scheduled classes of part-time faculty, and that this*

*demand for equal pay being achieved be recognized as a first step towards ending our two-tier contract since, among other matters, it does not call for equal benefits.*

Therefore, be it further resolved that to achieve equal pay for equal work, there will be one pay scale for all faculty in which part-time faculty whether teaching credit or non-credit classes are paid based on their load relative to that of a full-time faculty member, and that all faculty move up a step on the pay scale every two semesters they work.

Therefore, be it further resolved that a resolution calling for equal pay for equal work based on principles stated here be submitted by AFT 2121 to the upcoming AFT convention for their consideration.

*\*For greater clarification: If a full-time faculty member currently has a salary of \$100,000 that comes to \$10,000 per three-unit class, then an equally qualified and experienced part-time faculty member would be paid \$10,000 when teaching a three-unit class. Under these conditions, an across-the-board percentage pay increase provides both a full-time and part-time faculty member with the same pay raise amount per class taught or per load factor.*

Introduced as Political Director's resolution, but is actually the leadership's resolution:

## **Resolution in Support of Ending the Two-Tier System Within the California Community Colleges**

Whereas, AFT2121 believes that equality is a basic principle of democracy; and

Whereas, a college receives the same level of funding whether a student is taught, supported, or counseled by a full-time or part-time faculty member; and

Whereas, the grade a student receives is treated the same whether a student is taught by a full-time or part-time faculty member; and

Whereas, the February 2018 [CFT Policies and Positions Handbook](#) indicates at 4.3.7 that "The California Federation of Teachers supports: ...Equal pay for equal work among contingent and tenure-track faculty."; and

Whereas, AFT 2121's [Sunshine Document](#) from 2023 has the stated goal to: "Achieve a one-tiered contract with equality in pay, benefits, and strengthened job security for all faculty and all assignment types."; and

Whereas, the Academic Senate for California Community Colleges has written a resolution

committed to continue the work called for in their Fall 2023 resolution 17.03, ["Supporting Equal Rights for Part-time Faculty"](#) promoting and supporting legislation enacting the united faculty model for all California community colleges and actively encouraging system-wide changes to ratify the united faculty system; and

Whereas, the Academic Senate for California Community Colleges' resolution calls on local academic senates to collaborate with local collective bargaining units to provide equal access to opportunities in curriculum development, governance roles, professional development, and institutional planning for part-time faculty who wish to engage in such work.

Therefore, be it resolved that we, AFT 2121, favor that equally qualified and experienced faculty be paid the same amount for the same work; and

Be it finally resolved that AFT 2121 will continue to support the efforts of the CFT and the Academic Senate for California Community Colleges to end the two-tier system.