

Bargaining Professional Development

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Many colleges and universities are asking faculty, academic professionals, and support staff (ESP) to develop new skills and assume additional responsibilities. Some changes are related to the introduction of instructional and information technologies; others result from increased demands for accountability and pressure to enhance instructional productivity and quality. The rapid rate of change heightens the need for professional development opportunities for all academic employees. These opportunities range from the traditional paid leave or sabbatical to general professional development programs and to training programs for using new technologies.

Today's colleges must demonstrate increased productivity, but many institutions are cutting back on professional development opportunities to increase short-term "efficiency" and to save money in tight financial times. Many institutions, for example, now define sabbaticals—a standard employment practice for faculty in most colleges—as a privilege that managers may provide; not as a right. The approval process for sabbaticals is becoming more difficult and uncertain. Similarly, despite the considerable institutional investment in new technologies to mediate and enhance the delivery of classes and services, many colleges have not invested commensurately in training employees to use these technologies.

How are bargaining units ensuring, protecting, and even expanding professional development opportunities for faculty, academic professionals, and support staff? This chapter offers three perspectives. First, we explore changes in provisions for sabbaticals—a key professional development opportunity. Second, we look at current contractual provisions—and changes from older provisions—for the professional development of faculty in using instructional technology. Third, we note innovative and controversial professional development provisions in recently negotiated contracts for academic professionals and support staff.

SABBATICALS: CHANGE OVER TIME

Has the contractual provision of sabbaticals expanded, contracted, or changed in content? What about provisions for using new instructional technologies? To answer these questions, we examined past and current versions of NEA's Higher Education Contract Analysis System (HECAS).¹ Most HECAS contracts were negotiated in the 1990s; any changes therefore took place at most over only one or two contract cycles.

The contractual provision for sabbaticals is widespread. Between 75 and 80 percent of all contracts in two- and four-year institutions included language on sabbaticals in the mid-1990s and in 2000. Despite this consistency, some changes in contract language suggest the stakes involved, and the potential efficacy of a bargaining agent in preserving and expanding professional development opportunities.

We examined HECAS contracts that were renegotiated in the past seven years to identify changed provisions for sabbaticals—especially in pay and in limits on the number of sabbaticals that could be awarded in any year. About 43 percent of the HECAS contracts governing two-year colleges—but only 29 percent of the provisions in four-year institutions—limited the number of sabbaticals in the college or a department to a specified percentage of the faculty at any one time. Size might explain part of the difference between the sectors. Two-year institutions tend to be smaller, and smaller colleges may be more concerned about sabbaticals. In any case, these caps may significantly limit professional development opportunities.

Most provisions covering sabbaticals in a HECAS sample of contracts for two-year institutions remained the same over time. Some contracts slightly *expanded* provision of sabbaticals—either by dropping a limit contained in earlier contract, or by increasing the maximum number of sabbaticals allowed. But a few contracts showed new limitations. One new provision limited the number of sabbaticals awarded to five percent of covered faculty, and reduced pay for faculty on sabbatical. The old and new contracts specified 100 percent of salary for faculty members who left for a quarter. But the salary for colleagues on sabbatical for three quarters declined from 80 percent to 50 percent. In another case, the newer

provision limited the number of sabbaticals to no more than five percent of the faculty.

About one-fifth of the contracts covering four-year institutions showed changes in provisions regarding sabbaticals. Some changes established or increased the minimum number of awards. In one case, the pay offered to faculty on sabbatical *increased*: 100 percent pay for one semester, and 50 percent pay for the year in the earlier contract; 100 percent/80 percent in the later contract. In another case, non-regular members of the faculty became eligible under the new contract. Another contract added a sabbatical provision absent from the previous agreement. In no cases were subsequent provisions less favorable for faculty.

Most contracts thus preserved sabbaticals, and a significant minority increased the number of sabbaticals to be awarded or the pay allocated to faculty on sabbatical. This pattern is remarkable in a time of fiscal stringency when many other conditions of work and benefits are being reduced. But contractual language has changed. Sabbatical clauses remain in many contracts, especially in the more traditional four-year contracts, but general professional development clauses often subsume sabbatical clauses at other institutions. The professional development leave at Black Hawk Community College (Illinois) is modeled after traditional sabbatical provisions. Delaware State University uses the terms interchangeably. The Fox Valley Technical College (Wisconsin) contract uses the term "occupational leave." The Pennsylvania School of Technology sets aside a "retraining/upgrading grant fund" to "enable the Employee to remain current in his or her discipline or prepare for a new or different discipline important to the College."

The California State System contract lists many professional development opportunities for faculty: fee waiver; sabbatical leaves; difference in pay leaves; professional leaves without pay; short-term absences for approved conferences and other professional meetings; faculty exchange programs; and administrative intern programs. The contract also permits reductions in workload to "pursue scholarly activities, training or retraining of benefit to the CSU."

The Florida State System distinguishes between professional development leave and sabbaticals. The contract offers professional

leave to increase “an employee’s value to the university through enhanced opportunities for professional renewal, educational travel, study, formal education, research, writing, or other experience of professional value, *not as a reward for service*” (emphasis added). The university offers these leaves, which are seen as having a utilitarian value to non-tenured or tenure-track faculty. Professional development leaves are available after three years of institutional service; sabbaticals for faculty are available after six years of service.

INSTRUCTIONAL TECHNOLOGY: CONTRACTUAL PROVISIONS

Professional development provisions in many HECAS contracts enable professors to learn about the use of instructional technologies. But do contracts provide faculty members with *specific* opportunities and programs for utilizing technologies? The proportion of HECAS contracts providing professional development opportunities for mastering instructional technology grew from four to almost 20 percent of the agreements governing two- and four-year institutions between the 1994 and current databases.² Despite this fourfold increase, there is still a long way to go—these provisions still appear far less frequently than provisions for sabbaticals.

What practices have the contracts institutionalized? NEA has monitored the growth of language relating to distance education and technology in faculty and staff contracts for several years. Most contracts reflected a conservative, utilitarian approach to dealing with the technological changes on the campuses. Many contracts addressed workload—attempts to measure the equivalence of in-person and distance education preparation or class size. Contracts also addressed compensation. Some contracts moved from equating numbers with money to practices employed by entertainment unions, such as royalties and residuals.³ When addressing intellectual property rights, contracts moved from scholarly publishing and patent development—traditional academic areas—to detailing exclusive licensing schemes and protecting intellectual property in a digital environment.

Do any contracts provide for quality professional development for digital age faculty?

A major study NEA of professional development for faculty teaching in distance education programs, completed in fall 2002, asked: “What do faculty need to know to provide quality distance education instruction?”⁴ The researchers conducted in-depth interviews with ten directors or coordinators of professional development in institutions or consortia with national reputations for providing quality distance education.⁵ Directors in smaller institutions were faculty members who were responsible for training. Professionals in the faculty development field held the directorships in larger institutions. The researchers then conferred with experts in professional development for faculty teaching distance education courses in 91 institutions—42 had or participated in consortia that included institutions with collective bargaining agreements.

Many of the unionized campuses surveyed had contracts in the HECAS database. We examined 21 HECAS contracts for language addressing professional development issues in teaching distance education. The key question: “Is professional development language around teaching technology moving into the contracts?” The answer was “No.” Surveyed campuses reported extensive professional development activities, but collective bargaining agreements codified few of these endeavors.

The survey outlined the parameters for appropriate faculty development in distance education:

- The five most important areas of training: creating community; mastering the course management system; using communications tools, such as e-mail and chat rooms; creating and administering appropriate assessment instruments, and fostering collaboration among the students.⁶
- The median length of a distance education professional development training session is 30 hours; 20 hours came before a faculty member taught the course and an additional 10 hours came during the course. The survey recommended an additional 10 hours in continuing education over the next year. The initial training, the survey found, should be spaced in smaller blocks—not completed all at once.
- There should be two categories of instructors involved in the training: the technical

expert and the pedagogical expert.

According to the respondents, training in pedagogy should come first, then training in the relevant technology. Distance technology specialists and peers are equally important to training faculty to build community and hone pedagogical skills, while specialists should teach the course management system.

Training should begin, the survey noted, with strategies for teaching students online, not with the technology. But along with the five areas noted above, key desiderata when addressing technology included managing files, finding and capturing appropriate Web resources, and developing and using appropriate graphics. An online educational specialist, recommended the survey, should provide the bulk of the training before the distance education course was taught; a peer faculty mentor should provide most training during the course.

Many HECAS contracts mentioned committees that address the introduction of technology on the campus, but the details were often sketchy—participants would choose the topics of discussion. One key topic: the type of technology introduced onto the campus—software, hardware, and systems integration. The NEA study asked professional development leaders to describe a good course management system for distance education. Here are the five top components, in descending order: easy user interface; easy uploading; multiple file formats; online grade book; and appropriate test and quiz templates.⁷

Training provisions vary considerably in contracts that include technology training. Most training is voluntary and/or is offered to faculty involved in distance education:

Prior to teaching a distance education course, a faculty member shall be afforded the opportunity for appropriate training in distance education instruction or the use of a technology used by his/her University to offer distance education. (Pennsylvania State Colleges)

The justification for training is sometimes embedded in a language of quality:

The College and the Association acknowledge the importance of providing adequate technical support and training for

non-traditional courses, thus maintaining the highest possible quality of instruction. (John A. Logan College, Illinois)

Most training provisions relate to distance education, but some important exceptions exist:

The College commits to providing up to \$15,000 annually, administered by the Executive Dean of Instruction and available to full-time and part-time faculty whose current curriculum and course material need to be updated because of significant changes in the software and/or hardware used in these courses. (Bellevue Community College, Washington)

Additional workload credit or overload pay may be granted for...training in the special skills and methods necessary for successful instruction in the distance learning environment or in the development of significant instructional technology and materials. (Clatsop Community College, Oregon)

These exceptions should be expanded because the use of instructional technology has grown beyond distance education courses into regular classroom teaching. The growing demand for competent use of this technology necessitates broader support for the professional development of all faculty members:

The College encourages the use of high technology and/or innovative instructional methodologies in the classroom and will consider a faculty members' proficiency in and utilization of such strategies in the classroom as part of the evaluation process. (Burlington County College, New Jersey)

This clause, the contract notes, is "subject to the availability of such technology at the College and training in the use of such technology at the College." After specifying "minimum requirements" for information literacy that are obligatory for all faculty members, the Baker College (Michigan) contract adds:

As curricula expand and/or technology changes, the College retains the right to revise the minimum certification requirements and/or require additional training.

The contracts of some technical colleges include exemplary instructional technology provisions.

If the College brings in new equipment or machinery for which employees have to be

retrained the College will undertake to provide this training. (Fashion Institute of Technology, New York)

Whenever the Board installs new equipment, establishes new courses or new subject matter, or updates existing equipment, courses, or subject matter to such an extent that in the opinion of the administration, additional skill or technical knowledge shall be required on the part of the employee... the Board shall provide, at its expense, a training program. (Chippewa Valley Technical College, Wisconsin)

Faculty members, ideally, should determine when such training is required; as a minimum, they should be consulted. "To the extent possible," states the Los Angeles Community Colleges contract, "affected employees shall be involved in the selection and implementation of technological change." The provisions in contracts for technical colleges highlight a universal principle: When there are changes in the delivery of instruction involving the use of technology, faculty should have the opportunity to develop their skills and expertise in their use.

The Camden Community College (New Jersey) contract refers to faculty development for distance education:

A faculty member will have the option of enrolling in other institutions to obtain additional knowledge of training in the appropriate technology and/or methodologies in distance education. This additional technology... must be relevant to the faculty member's participation in distance learning at the College. The College may provide alternative methods of training by providing on-campus workshops, seminars, and instructional development opportunities at no cost to the faculty participants.

Western Illinois State University offers training in the technical aspects of distance education, though content and duration are not specified:

No faculty member shall be assigned to teach a distance education course using technology with which they are unfamiliar without the opportunity to be trained in the effective use of those technologies prior to the actual teaching of the course.

Faculty members at Joliet Junior College (Illinois) who receive training as distance education instructors receive a \$100 stipend.

The Lansing Community College (Michigan) contract mandates that all distance education instructors complete an employer-paid training program. Faculty members must earn certification from the Michigan Virtual University, a self-paced program that takes from 40 to 60 hours to complete:

The College will... offer Michigan Virtual University Certification training to all full-time faculty members and provide a stipend of \$500 to those who complete the training and obtain the certification. Part-time faculty who express a willingness to teach hybrid or virtual courses and who receive prior approval of their dean or designee, will also receive MVU training and the \$500 stipend.... Effective Spring 2002, anyone teaching virtually for the first time must have MVU certification.

ACADEMIC PROFESSIONAL AND SUPPORT STAFF PROFESSIONAL DEVELOPMENT

We now turn from professional development provisions for faculty to provisions for academic professionals and support staff. We reviewed staff contract provisions for programs that support or encourage acquisition of knowledge, skills, and training, and opportunities for advancement.⁸

Few academic professionals or ESP staff have sabbaticals because their positions tend to have less flexibility in scheduling work. A limited number of ESP contracts provide for an equivalent of sabbaticals: staff development leaves with partial or full pay for staff to attend school. Finger Lakes Community College (New York) offers professional development leaves—two months at full pay or half pay for four months—for formal education, research, and writing. Gavilan Joint Community College (California) offers professional growth leave—one year at half pay after five years of service.

The most common provision for professional development is tuition support. This support—a key benefit of working at a college—encourages employees to remain at the institution, especially as tuition costs rise. Some programs also support family members. Half of the programs waive tuition and fees; the other half reimburse tuition. Contracts vary on several key provisions: When can the

employee schedule the courses? If the course is scheduled during normal work hours, does it count as "work time" or must the employee make up the time? Must the courses be "job related"? Must the employee receive a "C" grade or better—"B" or better in graduate courses? Is there a cap on the lifetime use of credits? Must employees take the courses for "credit" or may they enroll in continuing education programs? Among the "waiver" programs, are employees restricted to courses open on a "space available" basis? Who pays for books and materials? Can an employee use the waiver or reimbursement at another college or university? Are employees subject to layoff eligible for this benefit?

Full and part-time employees—including spouses and dependent children—may tap the Mott Community College (Michigan) Educational Grant fund to enroll in credit courses at the college. The contract also provides tuition reimbursement for other college credit programs, for professional development, and for workshops and seminars.⁹ Monroe County College (Michigan) offers tuition waivers to a unit of maintenance employees and their families.

The Black Hawk College (Illinois) contract includes detailed language on tuition waivers. The tuition waivers cover part-time employees and employees in layoff states for one year. Employees may enroll in courses at other colleges, if not offered at Black Hawk. Only tuition is reimbursed—not books or other expenses.¹⁰

Section 18.7. Tuition Waiver. Regular full-time employees and their spouses and dependent children below the age of 23 are eligible for waiver of tuition for courses in which they enroll at Black Hawk College. Only tuition costs will be waived; no other fees or costs of the course will be waived. "Tuition waiver participants" will be allowed to enroll only if minimum enrollment in each class section is met with paying students and only if enrollment of "tuition waiver participants" will not push the enrollment above maximum class size established by the College. Part-time employees and their spouses and dependent children below the age of 23 are eligible for waiver of tuition for up to six (6) credit hours per semester. Full-time employees may be allowed to take College courses during regularly scheduled work hours if

the course is directly related to their work for the College and if the arrangement is approved by the employee's supervisor and the Director of Human Resources. Part-time employees will not be allowed to take classes during regularly scheduled work hours.

Section 18.9. Tuition Reimbursement. A regular full-time non-probationary employee may receive reimbursement for tuition which he has paid to a regionally accredited (i.e., by North Central Association of Colleges and Schools) university, college or adult education program.... The College will not provide reimbursement if other sources (such as scholarships, grants, etc.) have or will provide for reimbursement. Reimbursement will be at the rate of one hundred percent (100%) of tuition paid for completion of a pre-approved course with a grade of "A," "B," or "Pass." Reimbursement will be at the rate of eighty percent (80%) of tuition paid for completion of a pre-approved course with a grade of "C." No reimbursement will be provided if the employee receives a grade below "C," an "Incomplete," or a "Fail." An individual full-time employee is eligible to receive up to \$1000 per fiscal year in tuition reimbursement.

The Community College of Philadelphia has one of the rare forgivable loan programs: up to \$4,000 per year for full time study—maximum of \$9,000—and a \$4,000 maximum for part-time study.

The Los Rios Community College District (California) states that its contract for classified employees "is committed to the professional development and career advancement of its employees." A committee—jointly appointed by the administration and union—receives a training budget for members. Employees in the unit receive

enrollment fees and cost of books, not to exceed \$300 per Los Rios fiscal year, for any member of the white collar unit who enrolls in any of the District colleges or outreach centers. Classes must be taken outside scheduled work assignment, and books must be purchased at a Los Rios bookstore and required for the classes taken and completed under this section. Receipts and grade reports or transcripts must accompany request for reimbursement.

Employees can receive reimbursement for courses taken at other colleges if the courses are approved in advance, related to the current

work, taken outside scheduled work, and are not offered at Los Rios. The employee must receive a “C” or better in each course.

Monterey Peninsula Community College (California) and Lake Washington Technical College (Washington) provide salary increases or bonuses for completing course work or training. Most contracts with incentive programs *do not* waive or reimburse tuition. Several contracts require professional development plans for all employees or for workers with performance deficiencies. The contract at Portland Community College District (Oregon) allows classified employees to pursue career development within their current positions. The contract permits release time, flexible schedules, and temporary transfers (up to six months).¹¹

Many contracts have coordinated programs of professional development, overseen by committees with staff representation. The union often appoints the staff representatives on the committee, though some contracts do not specify membership. The San Joaquin Delta Community College District (California) contract states:

14.1.1 Three classified staff members nominated by CSEA shall serve on the Staff Development Committee. Other members of this committee shall be nominated by the Academic Senate, the Classified Senate, and SJDCTA. Administrators shall be appointed by the Superintendent/President.

The purpose of this committee is to review the needs of the total staff as regards individual staff development. The committee shall develop recommendations related to a staff development program for Delta College and advise the College President on any specially funded staff development projects.

Some contracts provide dollar amounts for professional development. The University of Connecticut specifies an increasing amount of money per contract year. Other contracts address time for training, flexible scheduling and release time for college courses, and time to prepare for certification and licensure exams. The contract for California State University—Bargaining Unit 6—Skilled Trades—offers release time with pay, flexible working hours, tuition, and travel. Work-related training is paid at overtime rates if

required by the administration and not completed during regular work hours. Training during work hours is counted as work time. University of Connecticut employees can request temporary flexible schedules to take courses.

A few contracts offer other advancement opportunities including career counseling. The contract for California State University—Bargaining Units 2, 5, 7, and 9—includes opportunities for temporary assignments in higher level positions for training, mentoring, and job shadowing. Victor Valley Community College (California) offers career counseling, mentoring, job shadowing, and cross training for classified employees.

Many colleges and universities invest heavily in their employees. The challenge: maintaining these benefits in times of fiscal stress.

CONCLUSION

All academic employees—faculty, academic professionals, and educational support staff—face increased pressure to learn how to utilize new instructional and information technologies effectively and efficiently. These employees must learn new skills and take on additional responsibilities, while doing “more with less.” Professional development opportunities offer the possibility of enhancing the lives of all bargaining unit members and therefore constitute a critical area of negotiation.

Given the difficult fiscal times confronting colleges and universities, bargaining units have maintained high levels of professional development opportunities—especially sabbaticals for faculty members and tuition waiver and reimbursement programs for academic professionals and educational support staff.

But there is still room for expansion. For all the investment in the hardware and software of new instructional and information technologies, colleges have not invested commensurately in the training and support of the employees who must learn and utilize these technologies. Some exemplary contract provisions ensure the training and support required to adopt technologies that improve the quality of education and services. But too many contracts lack these provisions and too many

employees go without these opportunities. Bargaining units must ensure an institutional commitment to supporting employees and enhancing quality.

NOTES

¹ HECAS, the Higher Education Contract Analysis System, is a searchable CD-ROM database with more than 760 higher education contracts. HECAS has full text retrieval capabilities.

² Rhoades, 1998.

³ Rhoades and Maitland, 2000.

⁴ This survey was commissioned from Abacus Associates and will be available in printed version from the NEA in Spring 2003. The survey was conducted from October 16, 2002, through November 4, 2002, by telephone interview.

⁵ Those institutions are Baker College (Michigan), Bristol Community College (Massachusetts), California State University at Bakersfield, Central Michigan University, Colby Community College (Kansas), Missouri State College, Montana State University, Ohio Learning Network, Pennsylvania College of Technology, and Utah State University. Of those institutions or consortia, seven had collective bargaining contracts or were associated with institutions that did as part of the consortia.

⁶ The other areas in descending order of importance: identifying and helping students who are disengaging; setting up and enforcing course rules, standards, and group norms; understanding

how and when to use asynchronous and synchronous communications tools; understanding how to protect the privacy of online students; managing conflict among students; and addressing the personal and emotional needs of students. Developers believed that faculty members were already competent in some areas and did not need training.

⁷ Other areas mentioned as important: ease of access and control, ease of export or import of files, user-friendly process for document sharing, comprehensive communications tools, and a drop box.

⁸ We did not search for provisions covering announcement of vacancies or priority in promotion into vacant positions.

⁹ Kellogg Community College (Michigan) offers similar benefits.

¹⁰ Essex County College (New Jersey) also offers tuition waivers for bargaining unit members, spouses, and children.

¹¹ The contract for Jackson Community College (Michigan) mentions professional growth and job performance improvement in its incentive program.

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