

Bargaining Workload and Workforce on the High Tech Campus

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Technology is changing the way colleges organize and deliver instruction for distance education *and* on the campus. These changes affect the workload of current faculty, *and* the future structure of the professional workforce.

This chapter examines the effects of new instructional technologies on collective bargaining for workload and workforce issues. How can faculty unions negotiate these related sets of issues? What can we learn from current contractual language about technology and workload—the effects on class size, for example? What is missing from contracts? (One notable absence: workload clauses covering the use of technology to advise increased numbers of students.) Last, we discuss the use of technology in higher education, and the rise of “academic capitalism in the new economy.”¹

WORKLOAD VS. WORKFORCE: DEFENDING TERRITORY; LOSING GROUND

Collective bargaining agreements more often address workload than workforce issues; it is easier to negotiate working conditions of current faculty than the future configuration of the faculty workforce.² But the two issues are connected, especially when colleges introduce new instructional technologies. Bargaining units must consider workload and workforce in contract negotiations.

Contracts more often address technology issues related to distance education than to on-campus instruction.³ The impact of technology on faculty and instruction is more obvious—especially for managers and national union leaders—for distance education, but, again, the two are tightly connected. Bargaining units must address the effects of technology on campus-based educational activities that affect more members.

Information and instructional technologies affect the connection between faculty workload and the configuration of professional employment. Bargaining technology often means defending traditional rights found in the workload section of a contract. Take course load and remuneration. Do courses taught at a distance—or on campus with extensive technology—count as part of the

regular workload of a faculty member, or are these courses treated as a voluntary overload that is paid at a flat, per-course rate? Are there class size limits to distance education or technology intensive on-campus courses? What are the advising responsibilities of faculty members in these classes?

New technologies challenge faculty control of the educational process, especially the curriculum. Must faculty utilize commercially marketed instructional platforms, such as Blackboard or WebCT, which structure the development, organization, and delivery of the curriculum? These technologies can help faculty to coordinate their curricular objectives and lessons. But these platforms may also: (a) standardize instruction and instructors; (b) advance a competency-based model of education in which these tools are explicitly embedded; and (c) ensure the increased involvement of other professionals and paraprofessionals who choose the platforms, maintain these technologies, train and support faculty, and develop technology-intensive materials.

Unions must adopt forward-looking strategies for addressing workforce issues while simultaneously defending current workload prerogatives. Advanced computer and information technologies shift the educational focus from faculty-student interaction to include more non-faculty personnel. The result: a diminished role for full-time faculty. Faculty members once developed and delivered courses on their own; this is no longer the case. The more information technologies mediate faculty-student interaction, the more intervening professionals and personnel become involved in producing a course. That's why some scholars, policymakers, and academic managers claim we need to unbundle the faculty role, separating the work of content experts from course delivery, evaluation, and assessment.

We are bargaining the working conditions of current *and future* faculty. Negotiators must recognize and counter the push toward contingent faculty and support professionals at the expense of full-time faculty members.

TECHNOLOGY AND WORKLOAD: WHAT CONTRACTS INCLUDE AND OVERLOOK

What do contracts say about working conditions? To answer these questions, we

examined the current version of NEA's Higher Education Contract Analysis System (HECAS).⁴ Most provisions continue to address pay, course assignment, and workload, particularly class size.⁵ The few technology-related workforce provisions usually address layoff protections when colleges move to distance education. What is overlooked? Provisions focusing on the increased use of e-mail and instructional platforms, articles addressing on-campus instruction, and clauses affecting the future shape of the workforce and the definition of employees.⁶

Most technology-related workload clauses focus on pay for distance education courses. Pay scales vary widely, but most specify one-time payments for course development, or overload payments for teaching with technology. Some clauses ensure royalties for faculty developers of technology-based courses, even if other personnel deliver the courses.

Few contracts address the use of technology in on-campus instruction; the exceptions focus on pay. The contract for Oakland University (Michigan), which does not confine technology-related provisions to distance education, calls for a task force to deal with pay and intellectual property, but not with technology-related workload issues. The contract for the University of Connecticut promotes the use of on-campus instructional technology by offering one-time pay incentives.

As an incentive to development of courses to be delivered at a distance and/or courses which significantly incorporate the use of educational technologies in the delivery of such courses, such as but not limited to, interactive multimedia and computer modeling programs, faculty members preparing the first offering of such a course may receive additional load credit not to exceed the total credits for the course for such development. Such load credit may be part of the member's regular load during the academic year or part of a summer or inter-session assignment compensated pursuant to Article 1 1.2. The member shall receive the normal load credit for teaching the course unless the members and the appropriate dean expressly agree otherwise for compelling reasons.

The Hofstra University (New York) contract also includes pay provisions for using instructional technology on the campus.

The University shall pay to each full time faculty member a special bonus to enable the faculty member to prepare him/herself to enhance the use of technology at the University. There shall be two bonuses that shall be distributed as follows: (1) five hundred dollars (\$500) to be paid during the 2001–2002 academic year; and (2) seven hundred dollars (\$700) to be paid during the 2002–2003 academic year. In order to receive each bonus, the faculty member must be in the employ of the University as of the last day of the semester preceding the academic year in which the bonus is to be paid and on the effective date of the bonus. The term “member” shall include faculty members on special or medical leave. In addition, the faculty member must submit to his/her Department Chair a form in which he/she agrees to provide his/her e-mail address on his/her course syllabi and state that he/she will use his/her best efforts to incorporate technology into his/her instruction. The faculty member shall receive the bonus within thirty (30) days of submission of the form.

The Hofstra clause ignores associated workload issues. The contract for Western Michigan University also offers a pay incentive.

30. §8 FACULTY FUND FOR COMPUTER BASED MULTI-MEDIA AND WEB-SUPPORTED COURSES. To encourage a high standard of excellence among members of the faculty at Western Michigan University in support of faculty members who wish to develop computer based multi-media and web-supported courses, a Faculty Fund for Computer Based Multi-Media and Web-Supported Courses has been established. The administration of this fund shall follow policies established by the Senate Committee on University Computer Policy, approved by the President of the Faculty Senate, the President of the University, and the President of the Chapter. The funds shall be administered through the Office of Information Technology. Awards funded by these monies shall be awarded only to bargaining unit faculty. The awards may be used for a combination of equipment and software purchases, a stipend for the developer, and travel for specialized training. All equipment purchased through this grant shall be the property of the University.

The contract induces faculty to use technology in on-campus courses by providing resources on one occasion. This clause equates

the increased use of instructional technology and educational quality; other colleges similarly confuse and conflate the use of technology with pedagogical innovation and quality.

Most distance education workload clauses also include course assignment provisions that typically ensure that professors use technology voluntarily. The language used by Cincinnati State Technical College, Ohio, is typical: “In furtherance of the above enumerated objectives, faculty members are hereby encouraged—but not required—to develop and/or deliver courses utilizing EPMI [electronically purveyed methods of instruction].” Faculty members receive workload credit for these courses: “A faculty member who delivers electronically-purveyed courses shall receive workload units equal to no fewer than the unit-value-plus-one workload units of the course.” But most clauses mandating a voluntary approach, like most incentive-based clauses, do not address on-campus instruction.

Many administrators wish to define classroom-based instructional innovation and quality by the use of technology, especially high tech instructional platforms that structure course activities and objectives. Two contracts with undesirable clauses clarify the stakes. Technological competence is a condition of appointment for part-time faculty members at Columbia College (Illinois).

The College acknowledges the significance of seniority and the value of past service of unit members in making teaching assignments. Such shall be given consideration by the College in addition to consideration of the qualifications of the individual faculty member to teach a given course, his/her training and experience, quality of performance, and (where applicable) the current technology and/or pedagogical techniques with which the unit member is familiar, together with such other factors as may be pertinent. The making of such an assignment shall be within the sole discretion of the College.

The contract for Baker College, Michigan, makes training and certification in the use of technology a condition for providing faculty members with a computer. The contract also allows institutional discretion in making technology available to faculty.

The College shall provide a College-owned desktop computer to each teaching faculty

member according to the minimum specifications below. . . . The College will determine and provide the software officially adopted by the College necessary to meet the information literacy certification requirements. . . . The College will evaluate each teaching faculty member's past and current class assignments and will determine if more than the minimum hardware and software is required. . . . Teaching faculty members must complete minimum information literacy certification and training requirements. . . . basic computer skills, e-mail (Pegasus mail), word processing, information resources, AS/400-Rally Access, and presentation software. As curricula expand and/or technology changes, the College retains the right to revise the minimum certification requirements and/or require additional training. Each teaching faculty member must provide his/her Dean/Associate Dean with proper documentation that certification and training were completed. . . . The College will provide training as one option for meeting certification. Faculty members may be required to use their own time to complete the training. . . . Each teaching faculty member will include a statement in his/her annual action plan indicating how he/she will achieve and maintain the current certification and training requirements. In the event a teaching faculty member does not meet the certification and training requirements, the College will remove the computer system from the teaching faculty member's office.

Technology-related workload provisions for class size typically ensure that: (a) class size remains the same as in regular courses when courses are delivered with technology, (b) faculty members receive a pay differential when student numbers exceed a certain class size; or (c) faculty members or their academic units have a role in determining class size. Some provisions may limit the number of sections or sites that a college can include in a distance education course. The detailed distance education provision for Cincinnati State Technical College states, "Appropriate 'class' capacities and maximum student enrollments in electronically-purveyed courses shall be established by the appropriate divisional faculty, in consultation with the appropriate divisional dean or director." To repeat: most class size provisions relate to distance education courses, not to technology intensive, on-campus classes.

Negotiating class size is difficult, whether or not mediated by technology. One key problem: translating the demands on faculty time for the diverse tasks across the disciplines. English composition classes entail many essays; introductory mathematics and psychology classes may involve machine-scored tests, while science and language classes often require considerable lab time. Technology may increase workloads: faculty members in English may have more to read; on-line advising may increase for colleagues in math and psychology; science and language faculty may have to design virtual or on-line lab experiences.

Some contracts establish average class size goals. For example, the contract for Los Angeles Community College (California) reads:

Each department shall, as a goal, maintain an average class size of 34 students at the first census. In no way is this goal intended as a device for calculations related to a reduction of class offerings. Class offerings are determined by an array of data including but not limited to student demand, articulation agreements, graduation requirements, facility limitations, equipment limitations and others.

Other contracts limit the number of students assigned to a faculty member. One contract treats Telecourse students as less demanding on faculty, though these courses may increase their advising workload.

No fourth week class size combination for an individual Instructor will result in more than 640 student contact hours (SCH) per week (e.g., 16 contact hours with 40 students each). In calculating SCH, students in the following courses will be weighted by 0.5: Telecourses, PE 10, GED 746, ESL 761, any similar classes. The 640 SCH number is an upper limit, not a standard; and it is not intended, in and of itself, to increase class size. (Portland Community College, Oregon)

Most class size provisions—found especially in the contracts of two-year institutions—establish maximums that may vary by discipline and by the use of technology. Negotiators must assure that the use of technology results in a *decrease* or no change in the number of students in the course.

Some workload provisions address training and support of faculty using instructional

technologies. A clause in the contract for Cleveland State University, Ohio, states:

During both development and delivery of distance education coursework, the University shall ensure that appropriate technology, software, equipment, and personnel are identified and in place and shall provide appropriate training for faculty members, consistent with the need of the faculty member and the availability of University resources and services for that purpose.

The contract for Madison Area Technical College, Wisconsin, states:

For the faculty, a prerequisite for the use of ITV technology is the possession of specific ITV related skills. Instructors who teach with ITV technology must either possess the necessary skills or acquire them prior to teaching with the technology. Appropriate training for ITV presentation will be paid for by the college.

The following provision in the contract for Portland State University, Oregon, is not restricted to distance education:

The University also recognizes the increasing importance of educational media and information technology and its applications to effective teaching, learning, research, and communication; the University will offer the appropriate in-service training.

This clause equates technology use with "effective" instruction; using technology is not really optional.

Few contracts address the ongoing workload duties that attach to the use of technology, either in distance education or in on-campus classes. These duties may include increased student contact and advising responsibilities through the use of e-mail and instructional platforms. Most colleges, when they acknowledge that faculty members need increased time for class preparation at all, generally restrict support to the first distance education course.

Even strong workload clauses may overlook these ongoing duties. The contracts for Cleveland State and Kent State, Ohio, ensure faculty control of the methods and content of distance education courses, establish that class size will remain the same as regular courses, and provide for travel reimbursement. The contracts also recognize additional

work embedded in course preparation: compensation may include load reduction, banked extra credit points, or a grant for course development. But the contracts fail to consider additional advising time involved in distance education courses delivered through advanced technologies. Nor do they address duties attendant upon on-campus instruction that utilizes advanced technologies.

Take advising during office hours—a common contractual provision. Few contracts include language that credits technology mediated advising against on-campus office hours. The contract for full-time faculty at the College of the Desert, California, states:

Office Hours and Committee Assignments: Faculty members who teach on-line courses shall continue to be required to fulfill their office hours and committee assignments as set forth in the contract between the District and CA/CTA. The college adds e-mail and on-line advising and consultation to current office hours.

Utilizing information and instructional technologies means increased demands on faculty time. The contract for the University of Nebraska at Kearney lists the responsibilities associated with distance education.

(ii) Acknowledging simultaneous presentation to off-campus students via television and/or computer aided instruction, and recognition of their presence in the "audience" through planned involvement;

(iii) Assisting in the development and application of appropriate support, e.g., graphics, computers, telephone, FAX, etc.;

(iv) Conducting pre- and post-class consultation with the media production staff;

(v) Establishing scheduled times for office hours, site visits (when needed), student consultations, testing, grading, course evaluation and continuous contact with the offices of Technological Services and Continuing Education. . .

Technology rich, on-campus courses may impose fewer demands on faculty, but each added responsibility imposes significant time demands that contracts must address.

Contracts less often address workforce issues, save for provisions addressing

technology and layoffs.⁷ The contract for Madison Area Technical College, Wisconsin, states, "The college's use of ITV [Interactive Television] technology will not directly result in either: 1. A dismissal for lack of work; or 2. Restriction of access of an instructor to a one hundred percent teaching load." The contract for the Fashion Institute of Technology (New York) contains a similar provision: "For the life of this contract, there will be no reduction in the number of employees and/or sections available to faculty on campus as a direct result of the college's participation in a distance learning program." So does the contract for the University of Massachusetts, Dartmouth: "The purpose of teaching with technologies is to enrich and to increase the availability of the curriculum offerings of UMass Dartmouth. The parties agree that the use of such technology shall NOT be used to reduce, eliminate or consolidate faculty positions within UMass Dartmouth."

The contract for New York Institute of Technology assures the centrality of full-time faculty in the workforce:

The use of Distance Learning technology shall not be used to reduce, eliminate, or consolidate full-time faculty positions at NYIT. The Distance Learning program is intended to be live and interactive, utilizing only faculty members employed by NYIT. No pre-recorded form of instruction shall be employed by NYIT for the purpose of replacing live NYIT instructors (in whole or in part) regardless of the technology utilized (including, but not limited to, compact disk, videotape, satellite, cable, or fiber-optic reception from an off-campus location).

Some contracts establish faculty/student ratios for the life of the agreement, instead of ensuring the use of bargaining unit faculty in live instruction.

CONCLUSION: TECHNOLOGY AND ACADEMIC CAPITALISM IN THE NEW ECONOMY

Faculty members are managed professionals, confronting academic managers who seek to enhance their control over the workplace and workforce, and institutions that engage in market and market-like behaviors.⁸ To generate

new revenue streams, colleges intersect with the new information and knowledge based economy; they contract with companies for technology, and develop and market software and other technology-based educational materials. Aggressive pursuit of commercial possibilities and production efficiencies made possible by advanced information technologies characterize this "academic capitalism in the new economy."⁹

The use of new information and instructional technologies increases demands on faculty time. New technologies, for example, afford students greater access to faculty and encourage immediate responses to student inquiries. E-mail expands office hours beyond the office, and beyond a delimited number of hours a week. Other demands arise from the pressure to develop new skills, to invest more time in preparing courses for a more complex delivery system, and to interact with others who work with the information and instructional technologies. Instructional technologies *speed up* faculty work.

These technologies are also changing the way that education is "produced" and the structure of the professional workforce. The changes are not confined to distance education. Campus involvement with high tech companies and services is changing the way we work, and the personnel involved. The educational process is becoming a product or service.

One key change in the production and delivery of instruction, and in the organization of professional work: unbundling the faculty role into discrete tasks. These tasks include developing multimedia instructional settings and materials, organizing course content, delivering the course, advising and supporting students, and assessing courses. Distance education course production increasingly resembles a high tech or "virtual" assembly line. "Academic capitalism in the new economy" is changing the faculty workforce just as mass production transformed craft labor a century ago. The new configuration utilizes more part-time and contingent faculty members and more support and managerial professionals.¹⁰ Faculty must address the challenges posed by information and instructional technology by negotiating workload *and* workforce issues.

NOTES

- ¹ Slaughter and Rhoades, 2004.
- ² Rhoades, 1998a.
- ³ Rhoades, 1999.
- ⁴ 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.
- ⁵ Rhoades, 1998a.
- ⁶ We identify some important exceptions below.
- ⁷ A HECAS search on the term "workforce" yielded more hits for provisions dealing with workforce development programs than with workforce issues such as layoffs and numbers of full-time faculty.
- ⁸ Rhoades, 1998a.
- ⁹ Slaughter and Rhoades, 2004.
- ¹⁰ Rhoades, 1998a, 1998b.

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