

Bargaining Family-Friendly Space in the Workplace

By Christine Maitland and Gary Rhoades

Christine Maitland is an organizational specialist at the NEA Pacific Regional Office. She has more than 20 years' experience in higher education labor relations. The former higher education coordinator of NEA's Higher Education Research Center, Maitland is organizing new higher education locals, working on organizational development for states in the Pacific region, and continuing to write on labor relations.

*Gary Rhoades is professor and director of the University of Arizona's Center for the Study of Higher Education. Rhoades studies academic labor, higher education, and institutional policy. His publications focus on retrenchment, administrative costs, and intellectual property policies. His latest book is *Academic Capitalism in the New Economy* (Johns Hopkins University Press, 2004, coauthored with Sheila Slaughter).*

Kristine Dougherty, former chief negotiator for the United Faculty of Florida, conducts the HECAS contract searches and language summary for this chapter each year.

In the industrial era, employers searched for profit by controlling employees' lives. But unions successfully reconfigured the social contract between employer and employee by negotiating benevolent contract provisions and securing benevolent legislation. Legislative successes included child labor laws, eight-hour workdays, 40-hour workweeks, and health insurance and pensions for retirement. Union-created humane workplaces supported employee growth and separated work from leisure, and work from retirement.

These gains are now under attack. Employers retreat from their responsibilities towards employees by hiring more contingent personnel, reconfiguring health care benefits, and walking away from "family-friendly" benefits, child and family leaves, and child-care support. Unions respond by working to ensure a living wage, enhance the lives of employees' families, and enable employees to fulfill family responsibilities.

Academic institutions lag behind businesses in implementing family-responsive policies. "Colleges need to recognize that it is often in their economic

self-interest to retain existing faculty members," notes one analysis, "particularly in the sciences where laboratory start-up costs can run into the hundreds of thousands of dollars." Women who are offered a parental leave earn *more*, note other studies, because they are more likely to remain with their employers after their children are born.¹

The workplace in higher education has been structured as an "academic workplace for men of a bygone era." "Academe emphasizes competition over collaboration, solo work over joint efforts, and basic research over applied," notes one commentator. Faculty jobs offer flexibility that seems compatible with parenting, but the volume of work is difficult to manage. Women in academe are less likely to have babies than women in medicine and law. Tenured women are less likely than tenured men to become parents, and "women that do have babies advance more slowly than either women without children or men with children."²

The changing status and demographics of large numbers of faculty members heightens the need for

family-friendly contract provisions and workplaces. The proportion of academics teaching part-time doubled in the past 30 years. The number of academics working full-time but off the tenure track increased from less than 21 percent to over 24 percent between 1987 and 1992—an extraordinary shift.³ Colleges hire only two-thirds of recent cohorts of faculty members to tenure track positions, one study finds, down from over 83 percent a decade ago.⁴ Large proportions of contingent faculty members are women. Despite important changes in household responsibilities of men and women, women are still the primary caregivers for children and parents. Thus, faculty members are less secure in their employment, more subject to employer control, and must cobble together several teaching positions to survive—all while assuming greater family responsibilities.

This article examines family-friendly language contained in collectively bargained contracts in the National Education Association's Higher Education Contract Analysis System (HECAS). We focus on tuition waivers, leaves related to family issues, and childcare. Articles in previous *NEA Almanacs* have discussed tuition waivers for the professional development of employees. The essay focuses on tuition waiver benefits for *dependents* of employees, highlighting provisions for dependents of contingent workers.

We conclude with two comparisons:

- “Exemplary,” “progressive,” or “best” practices in unionized colleges to modal practices identified in a national study of full-time, non-tenure track faculty members.⁵
- Policies covering family leave practices in unionized institutions to policies in 153 public and private four-year colleges and universities.⁶

TUITION WAIVERS

Tuition waivers contribute to the professional development of employees. They also enhance the educational levels of employees' dependents.⁷ The contract of South Suburban College, Illinois, includes an admirable statement of the family-related purposes of these waivers.

SECTION 14.1 PURPOSE

The Board and the Association agree that it is in the interests of the College, the faculty and the general public served by the College that the level of educational attainment of the faculty members of the College, their spouses and

dependents be facilitated and enhanced to the greatest degree possible. To that end, the Board agrees to the provisions of this ARTICLE 14.

Contract provisions for full-time faculty and support staff are comparable. Contracts for adjuncts and for graduate assistants are more limited in scope, particularly in providing tuition assistance for family members. The fastest growing categories of faculty members are least likely to enjoy tuition remission.

Many contracts covering full-time faculty members provide tuition remission for dependents, though the maximum number of courses permitted varies widely, and most colleges do not waive fees. The University of San Francisco, California, contract states: “Association members and their academically eligible spouses and dependent children currently receive full remission of tuition for all University courses, but must pay all fees.” Similarly, the University of Rhode Island contract reads: “Spouses, children and domestic partners of full-time faculty, enrolled full-time or part-time in the University, degree or non-degree candidates, shall pay all regular University fees except the General Fee.”

The South Suburban College provision, in contrast, covers all fees that attach to enrolling in a course.

All full-time faculty members covered by this Agreement, their unemancipated children and legal spouses residing in the same household, may enroll in courses and programs offered by the College and may be reimbursed up to an amount equal to in-district tuition, the one time application fee and the student development fee.

These differing provisions are significant because colleges and universities seek to generate more revenues from students by increasing fees, and by posting higher tuition rates for selected programs. The Hofstra University, New York, contract limits tuition remission: “This benefit does not include enrollment in full-time doctoral programs, the Saturday College Program, the Executive MBA (EMBA) Program, courses in the Law School or tutorial or independent study courses for which faculty are compensated on a per-capita basis.”

Most contracts also limit tuition remission to undergraduate courses. The University of Montana contract states:

Dependents may utilize the tuition waiver benefit to take courses at a college of technology or in any other two-year or certificate programs

and to obtain a first baccalaureate degree at any unit of the university system. Dependents may not use the tuition waiver benefit to attend law school or obtain a graduate degree. The tuition waiver does not apply to non-credit, continuing education or other self-supporting courses.

Some contracts provide tuition remission for graduate work, though at different levels. The University of Detroit-Mercy, Michigan, contract states:

Spouses of employees may receive full tuition and fees for undergraduate courses and three-quarter (75 percent) tuition grants for graduate courses in programs leading to masters degrees in colleges or schools covered by this Agreement. Dependent children of employees may receive full undergraduate tuition grant benefits exclusive of fees and three-quarter (75 percent) tuition grants for graduate courses in programs leading to masters degrees in colleges or schools covered by this Agreement. Spouses and dependent children of retired, disabled or deceased employees may receive full undergraduate tuition grant benefits exclusive of fees for regular courses leading to a degree and taken for credit provided that the employee has served continuously for the five (5) years preceding retirement, disablement or death.

One key issue: who is a family member for tuition remission purposes? Most contracts cover spouses, dependent children living at home under a certain age, or both. The University of Massachusetts, Lowell, contract includes adopted children and/or stepchildren. A few contracts provide tuition benefits to domestic partners. For example, the Mt. Hood Community College, Oregon, contract states: "Retired faculty members and their spouses or domestic partners shall receive tuition waivers as granted regular full-time faculty members." So, too, Hofstra's contract:

After a full-time faculty member has completed two semesters of continuous employment or, in the Library, one-hundred ninety (190) workdays, the spouse or same-sex domestic partner of a full-time faculty member shall be entitled to receive the same tuition remission benefits as full-time faculty members; a spouse or same-sex domestic partner, however, shall not be limited to eight (8) credits per regular semester.

The contract for the University of Rhode Island includes "domestic partners of full-time faculty members." The Hofstra and URI contracts cover full- and part-time faculty members, but benefits differ among

employee categories. Adjunct faculty and graduate assistants receive far more limited benefits: tuition remission is generally reserved for the employee; spouses or dependents may participate if the employee transfers the benefit to them. The Mount Hood Community College contract for adjunct faculty states:

Each employee will be eligible for a tuition waiver in an amount equal to \$250 for each term in which the employee is working for the college. Such waiver may be used for tuition for credit courses or the fee in lieu of tuition for non-credit courses (commonly called Fee B). Such tuition waivers are not cumulative. An employee may use a tuition waiver, however, in the term immediately following the term in which the waiver was earned. Tuition waiver(s) in increments of \$250 may be assigned by the employee to members of the employee's immediate family to be used in the term in which the waiver is earned by the employee or the term immediately following the term in which the waiver was earned.

The contract for adjunct faculty at Sauk Valley Community College, Illinois, indicates:

The College agrees to grant free tuition enrollment at the College for the faculty, their spouses, or their children under 23 years of age, to the extent of the number of credit hours taught by the faculty member during each semester. Such waivers may be used in the current semester, or either of the next two semesters, including the Summer semester. If the tuition waivers are not used during those periods, they shall expire. Student activity fees are not considered part of the tuition waivers.

The most generous provisions for employees and their dependents provide tuition assistance at institutions that are not part of the college's system. The Cooper Union, New York, contract combines tuition reimbursement and interest free loans.

For those bargaining unit members employed two or more years at The Cooper Union. 1. Undergraduate Tuition Assistance: Cooper Union agrees to pay 60% of the net tuition of the children of bargaining unit members (up to a maximum of \$6,000 per child per year) when these children are enrolled as full-time students at any accredited undergraduate institution. Payments shall be made by Cooper Union directly to the institution.... Cooper Union agrees to provide an interest-free loan to bargaining unit members, not to exceed 100% of the remaining net tuition per child per year, and not to exceed \$4,500 per child per year.

Cooper Union's contract also assists with the costs of graduate school study:

Cooper Union agrees to provide an interest-free loan to bargaining unit members, not to exceed 60% of the net tuition of each child per year, up to a maximum of \$5,300.00 per child per year, for those children of bargaining unit members who are matriculated students in an accredited graduate program.

LEAVES RELATED TO FAMILY ISSUES

Collective bargaining agreements provided leaves for faculty members from the outset. But providing family-related leaves is a more recent phenomenon. Many contracts refer to the Family Medical Leave Act (FMLA) when providing for childbirth, adoption, placement of a foster child, or family illness. The contract for the Alaska Community Colleges states:

Pursuant to the Family Medical Leave Act of 1993 and the Alaska Maternity and Family Leave Act of 1992, all eligible Faculty Members are entitled to a minimum of 18 weeks of sick leave (paid or unpaid) during a calendar year. If a Faculty Member requests a second leave or continuation of their original request pursuant to the Family Medical Leave Act of 1993 and the Alaska Maternity and Family Leave Act of 1992, the Faculty member must have worked at least 1,250 hours (excluding leave and holiday hours) in the prior calendar year.

Yet contracts vary in the number of weeks covered, the terms of the leave, and whether the employer continues to pay for health insurance. Western Michigan University's contract offers good language for a health insurance clause:

Health Benefits. During the period of a FMLA leave, Western shall maintain coverage under any group health plan as defined by the FMLA for the duration of such leave and at the level and under the conditions of the coverage that would have been provided if the member had continued in employment for the duration of the leave.

Many contracts extend benefits beyond FMLA compliance. The Camden County College, New Jersey, contract indicates: "The College will comply with the provisions of the Family Leave Act, which addresses leaves of absence for the birth or adoption of a child or serious health condition of a family member." It extends up to two contiguous semesters

of unpaid childcare leave for faculty members with a child or for faculty members whose domestic partner has a child, and permits extensions at the board's discretion. The contract for the University of Massachusetts, Lowell indicates that the parties agree to implement the board's Family Medical Leave Policy, and then speaks to conditions that extend beyond FMLA, including the provision of one semester of paid parental/adoptive leave and the possibility of subsequent unpaid leave.

The contract of Governor's State University, Illinois, equates pregnancy and child care with illness and disability: "An employee may use up to 20 days of earned sick leave per academic year for parental leave upon the birth or adoption of a child of the employee." This benefit covers lecturers with more than six years of at least half-time service, academic professionals, and tenure track/tenured faculty.

Can a faculty member "stop the tenure clock" while on leave? The California State University contract says yes.

A faculty unit employee's probationary period may be extended by the President for an additional year when such faculty unit employee is on Workers' Compensation, Industrial Disability Leave, Nonindustrial Disability Leave, leave without pay, or paid sick leave for more than one (1) semester or two (2) consecutive terms. Faculty taking a one-year leave of absence for pregnancy/birth or adoption shall be allowed to "stop the tenure clock" for a period of one year.

The contract for the University of Massachusetts, Lowell states:

A non-tenured faculty member who, due to reasons consistent with those outlined in the Family Medical Leave Act, may, at his/her discretion, delay, for one year his/her tenure decision date. A faculty member choosing to exercise this option shall notify his/her department chair, in writing, no later than one semester following the return from such leave.

Most contracts provide child and family care leaves for male and female faculty, but some contracts add provisions for women giving birth. The California State University contract states:

Family care or medical leave is separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b)(2). If a female employee takes part or all of the maximum four (4) months of pregnancy

disability leave, she may request up to twelve (12) additional weeks of family care or medical leave for reason of the birth of her child, or due to her own serious medical condition.

Many contracts also permit the use of sick leave for other events and situations related to family responsibilities. Contracts vary significantly, but such events may include family member illness and family medical appointments.

The Montana State University, Billings contract covering full- and part-time faculty, extends the definition of “family:” “The faculty member’s immediate family shall consist of spouse, parents, brothers, sisters, children, household members and relatives of the faculty member’s spouse in the like degree.” Here’s how the California State University contract—covering full- and part-time faculty members—defines family:

The term “immediate family” as used in this Agreement shall refer to the employee’s spouse or domestic partner, parent, grandparent, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, uncle, aunt, stepchild or stepparent of the employee, spouse or domestic partner, and close relative or persons residing in the immediate household of the employee (except domestic employees or roomers). Also included in this definition shall be any minor children or incapacitated individuals for whom the employee has primary responsibility or legal guardianship or conservatorship.

Most contracts also make pooled sick leave available for bargaining unit members who use up their leaves, but this benefit does not usually apply to family illness. One exception: The Cabrillo Community College District, California, contract permits unit members to contribute their benefits directly to their colleagues:

Any bargaining unit member may donate, in one (1) hour increments, accumulated and unused sick leave to another bargaining unit member when that bargaining unit member or a member of his/her family suffers from a catastrophic illness or injury, and that bargaining unit member has exhausted all fully paid leaves, as provided in this section.

The contract for Columbus State Community College, Ohio, states: “Faculty members may voluntarily donate any form of accrued paid leave to fellow full-time employees who are in critical need of leave

due to a catastrophic illness/injury of the employee or his/her immediate family.”

What happens when a death occurs in the family? Most contracts include bereavement leave clauses that are really “attend the funeral leave” clauses, as they typically cover less than a week. But these clauses include expansive definitions of family. Bereavement leave is normally taken from sick or personal leave. The Nebraska State College system contract reads:

Faculty members shall be granted leaves of absence without loss of salary for up to five (5) days during each academic year in the event of a death in the immediate family, unless otherwise agreed to by the college President. Immediate family shall be defined as spouse, children, stepchildren, grandchildren, adopted children or wards, parents, brothers, sisters, grandparents, or someone who bears a similar relationship to spouse of employee.

Most contracts provide adjuncts and graduate assistants less sick leave, personal leave, and tuition remission. These colleagues are also less likely to receive bereavement leave, and any provided benefits are considerably smaller. Contracts usually grant bereavement leave apart from other leaves. The Yuba College, California, adjunct faculty contract states:

Unit Members shall be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) working days, or five (5) working days if travel of more than 300 miles is required, per occurrence on account of death of any member of the Unit Member’s immediate family.

CHILDCARE

Most collective bargaining agreements ignore childcare—the issue most closely identified with “family-friendliness.” Few contracts offer direct childcare assistance, or access to childcare facilities for employees despite a powerful rationale: The changing demographics of the larger workforce, including faculty members—especially the growing numbers of multiple career couples that must balance responsibilities in the workplace and at home.

The contract for education support professionals at the University of Cincinnati, Ohio, states:

The University and the Union recognize that the care of children and elders by employees is an increasingly important issue affecting the workplace. The Union and University shall endeavor to educate their respective constituencies about

the need for flexibility and understanding about the dual role employees with dependents play.

The University of Connecticut provides child care assistance: "A pool of \$60,000 shall be established each year of this agreement to reimburse bargaining unit members for childcare expenses incurred in licensed day care facilities. Guidelines established by the parties shall control the reimbursement process." That fund must cover a bargaining unit that includes over 1,000 faculty members.

The University of San Francisco contract features more childcare assistance: "The University shall establish a fund of \$93,700 for 2003, \$98,385 for 2004, and \$103,304 for 2005, which shall be utilized for childcare services for the duration of the economic settlement of this agreement." Those amounts appear to provide considerable support, but the monthly benefit is relatively modest—ranging from \$242 for professors to \$302 per month for assistants. Eligibility depends on meeting specified criteria, including "family income level, single parenthood, need, whether to fund childcare requests in whole or in part, etc."

A clause in the Reading Area Community College, Pennsylvania, contract illustrates the limited recognition of employees' needs: "Employees who enroll their child(ren) in the College's Early Learning Center shall be charged the same prevailing rate as that established for students." Some contracts include indirect assistance through tax-free dependent care reimbursement accounts. But employees fund these accounts; employers do not contribute.

CONCLUSION

Changes in workforce demographics and increased pressures on families create new challenges for configuring a family-friendly workplace. The higher education employment sector lags in implementing family-friendly workplace policies. According to a recent study of parental leave policies, about three-quarters of 153 sampled four-year colleges and universities "do not offer paid leave, above either short-term paid maternity leave or the unpaid 12 weeks mandated by the federal Family and Medical Leave Act."⁸ Less than 20 percent of these colleges offered parental leave to men *and* women. Offering six weeks or less of maternity leave, the typical pattern, implies a "medical recovery model," the study notes, because six weeks is the time period for maternal recovery recommended

by the American College of Obstetricians for a normal delivery. The rationale for maternity leave, the study concludes, relates to the mother's physical recovery, not to the parenting of young children or to other family responsibilities.

Unions are therefore essential for assuring that an academic workplace provides for the family responsibilities of employees. The HECAS database reveals greater provision of family leave at organized colleges than in the sample of four-year colleges discussed above—an indication that faculty and staff benefit from union membership. But much work remains to make the workplace more family-friendly, especially in providing childcare and in increasing the extent and range of paid leaves for family issues.

Perhaps most important: improved provisions for adjunct faculty members and graduate assistants. A recent study of best personnel practices for non-tenure track full-time faculty excludes the contingent academic personnel we are considering.⁹ The study focuses on employees in the workplace, not on family-friendly issues. For example, it addresses leaves for the employee's professional development, but not for the educational development of employees' family members.

But, the rubric used in the study is helpful: The authors propose that universities should treat non-tenure track, full-time faculty members equitably, integrate these colleagues into the life of the college, and provide the professional benefits available to tenure-track faculty members. We would make the same claim with regard to family-friendly workplace provisions for all contingent faculty members. Much needs to be done before their benefits approach the benefits accorded full-time faculty members, though such humanizing practices are particularly important for all contingent personnel.

NOTES

¹ Wilson and Birchard, 2006.

² Wilson, 2005.

³ Baldwin and Chronister, 2001.

⁴ Finkelstein et al., 1998.

⁵ Baldwin and Chronister, 2001.

⁶ Yoest, 2004.

⁷ Maitland and Rhoades, 2005; Rhoades, Hendrickson, and Maitland, 2003.

⁸ Yoest, 2004, 5.

⁹ Baldwin and Chronister, 2001.

REFERENCES

- Baldwin, R.G., and J.L. Chronister. *Teaching Without Tenure: Policies and Practices for a New Era*. Baltimore, Md.: The Johns Hopkins University Press, 2001.
- Finkelstein, M.J., R.K. Seal, and J.H. Schuster. *The New Academic Generation: A Profession in Transformation*. Baltimore, Md.: The Johns Hopkins University Press, 1998.
- Maitland, C., and G. Rhoades. "Bargaining for Contingent Faculty." *The NEA 2005 Almanac of Higher Education*. Washington, D.C.: The National Education Association, 2005.
- Rhoades, G., R. Hendrickson, and C. Maitland. "Bargaining Professional Development." *The NEA 2003 Almanac of Higher Education*. Washington, D.C.: The National Education Association, 2003.
- Wilson, R. "Rigid Tenure System Hurts Young Professors and Women, University Officials Say." *Chronicle of Higher Education*, October 7, 2005.
- Wilson, R. and K. Birchard. "Looking for Gender Equity in the Lab." *Chronicle of Higher Education*, January 20, 2006.
- Yost, C. 2004. "Parental Leave in Academia." Report to the Alfred P. Sloan Foundation and the Bankard Fund at the University of Virginia, February 2004. <http://www.faculty.virginia.edu/familyandtenure>.