

New Unionism and Over-Managed Professors

By Gary Rhoades

The National Education Association has been exploring what President Bob Chase calls New Unionism as a means to increase professionalism for teachers at all levels and improve the quality of the education teachers provide. This is a concept with particular relevance of higher education.

Higher education faculty and staff are “managed professionals,” as I’ve noted elsewhere,¹ and need a public professional unionism that is a more expansive conception of New Unionism and that provides a solid foundation of old unionism’s emphasis on job protections.

The New Unionism I’m talking about argues that faculty and staff should participate in institutional decision making about financial and strategic management, as well as decision making about quality and professionalism.

This New Unionism calls for higher education unions to pay more attention—in their collective

bargaining agreements and beyond them—to the public interest.

Let’s take these ideas one at a time. Why be concerned about financial and strategic decision making?

There is a clear pattern across the board, in key contractual areas, of extensive, increasing managerial discretion. This discretion is linked to a systematic restructuring of faculty work and the work of the rest of the professional workforce in higher education.

In making this point, I want to emphasize that, at their most fundamental level, these managerial restructuring efforts are not about cost, for expenditures and costs continue to rise in higher education. Nor are they about quality, for faculty and student quality are being increasingly assessed but not invested in.

Rather, these restructuring efforts are about control, the control of faculty as a workforce, and the restructuring of the terms and

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There is a pattern across higher education of managers allocating salary monies based on merit and market.

conditions of employment for professional workers generally, in ways that ensure greater managerial discretion and control.

What follows is a summary of trends in key contractual areas: salary structures, retrenchment, use of part-time faculty, use of instructional technology, and intellectual property that I've drawn from my recent analyses of contracts.² I hope an examination of these trends helps clarify the substance and extent of higher education restructuring.

Salary structures. The standard salary structure in higher education union contracts is the across-the-board-percentage raise. Also standard in the contracts of two-year colleges is the set salary schedule, with built-in steps and salaries. The contracts of most four-year colleges and universities do not have such schedules. Instead, they tend to have salary minimums and ranges.

Such structures, managers note, inhibit managerial discretion, preventing the differential reward of faculty by merit and restricting managers' ability to restructure higher education to respond to the changing marketplace. Management's solution: merit and market clauses in collective bargaining agreements. How extensive are these practices?

Managerial discretion in setting and shaping faculty salaries is considerable and increasing.

Most salary schedules afford managers discretion in where on the schedule new faculty will be placed. Moreover, nearly one-third of higher ed contracts have merit clauses that speak to the differential reward of faculty that are meritorious—in the contracts of four-year institutions, the percentage is nearly three-fourths.

Only about 20 percent of these contracts have market clauses, but this number is growing. Equity clauses, found in only about 17 percent of contracts, deal mostly with general internal equity issues such as salary compression, speaking to faculty concerns about salary differentiation.

The strongest evidence of increasing managerial discretion in this area is trends in actual salaries. Faculty raises over the past ten years have remained relatively flat, in inflation-adjusted terms.³

Moreover, there is an increased pattern, across higher education, of managers allocating salary monies on the basis of merit and market, not cost-of-living adjustments. Indeed, merit increases may not even meet inflation.

Finally, there has been an increased differentiation of salaries in unionized institutions, expanding

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the gap between the salaries of faculty in higher- and lower-paying fields. Historically, such dispersion was considerably less in unionized settings than on non-unionized campuses, but the difference is decreasing.

Similarly, the gender gap in salaries has been less in unionized settings, but the difference is decreasing here also, as the gender gap increases on unionized campuses.

Growing salary dispersion speaks to the exercise of managerial flexibility in shaping faculty salaries, primarily through the use of market mechanisms. If merit was the principal mechanism, there would not be such a dispersion among the average salaries of fields.

Such dispersion also represents a systematic restructuring of higher education. Faculty salaries are a key component of instructional expenditures. Differentiating faculty salaries means differentially allocating resources among fields.

R*etrenchment/layoff.* To most people outside academe, and to many within, retrenchment is about firing individual faculty. The employment structure at stake is tenure.

Managers claim tenure unduly restricts their flexibility to address changes over time in the

marketplace, as well as in individual faculty member performance. These managerial claims are exaggerated.

Despite tenure, there is ample room for managerial discretion. About one-third of tenure-track faculty are not tenured. A large—and growing—number of full-time faculty are not on the tenure track. A large—and growing—number are part-time. And the courts have largely upheld the managerial prerogative to define conditions that allow for tenured faculty layoffs.

In the 1970s and early 1980s the contest over faculty's right to a job and the protection provided by tenure focused on financial exigency. The AAUP defined financial exigency in the mid-1970s as a financial crisis threatening the entire institution. The courts did not agree, in several decisions recognizing even non-crisis economic rationales that justified layoffs of tenured faculty.

Over the last fifteen years, the terms of battle have shifted, according managers even more flexibility. Rationales for retrenchment have come to be more academic—program reorganization or curtailment—than economic, more based on medium- and long-term strategic planning than on short-term crisis management.

Management effectively and contractually has gained the

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discretion to lay off faculty and to reorganize or eliminate academic programs, departments, and colleges. Layoffs continue in a small number of institutions, but a more fundamental process of restructuring is taking place through reorganizations that have touched virtually all campuses in the country.

Use of part-time faculty. The numbers and proportion of part-time faculty in higher education has ballooned. Nationwide, part-timers account for 40 to 45 percent of all faculty and about two-thirds of all faculty in the community colleges.

Hiring part-time faculty is portrayed by higher education managers as necessary to meet short-term demands that arise at the last minute because not enough or too many students enroll in classes. But I offer a more long-term perspective from which to view the use of part-time instructors.

There are more subtle ways of reorganizing the academic workforce... than by retrenching faculty. There are more efficient and less politically problematic ways that have more dramatic results. Hire more part-time faculty. They are cheaper. They make it easier to shift faculty resources from one unit to another, for they are easier to hire and release.⁴

It is hard to imagine managerial flexibility being greater than it currently is in using part-time faculty. More than three-quarters of faculty collective bargaining agreements specify no conditions of appointment/release for part-timers.

Moreover, managers are given considerable discretion in these agreements in retaining part-time faculty while laying off full-timers.

Use of instructional technology. As in the private sector, managers in higher education are investing in technology. These managers claim that by using instructional technology, they can provide more education to more students at lower cost—and higher quality. Such claims are largely encouraged by state legislatures and the private sector.

Faculty view instructional technologies as vaguely threatening. Comfortable with current practices, faculty want the use of technology to be voluntary. And they do not want technology used to spy on them in their classrooms.

But instructional technology can be viewed in another way also:

Instructional technologies are... a means by which managers can bypass full-time faculty's influence and claims on the curriculum. Utilizing instructional technology to provide courses and programs of study

With increased managerial control has come the corporatization of higher education—‘academic capitalism.’

potentially represents a variation on subcontracting... It is electronic subcontracting. Managers are constructing a curricular realm over which they have discretion and control.⁵

In expanding the use of instructional technology to deliver curriculum, managers enhance their control over what courses will be offered, how they will be taught, and who will staff them. Less than half the contracts in the NEA higher education contract data base address instructional technology.

Intellectual property. In the case of intellectual property, the current restructuring is a matter of fundamentally changing the role of faculty from educators to producers of commercial products, from value enhancers to revenue generators. To the extent that faculty buy into this, the negotiation with higher education managers will simply be over ownership and distribution of profits.

Key issues in determining ownership of intellectual property are whether faculty use institutional resources in creating the property, on whose time it is created, and whether it is a “work for hire.” Recognizing the commercial value of faculty intellectual products—patents, software, educational materials—managers have sought

to gain ownership of them.

Presently, managers have much discretion. In most collective bargaining agreements with intellectual property clauses, decision making about ownership consists of negotiations between individual faculty members and administration and discretionary determinations by managers about faculty’s use of organizational resources and about on whose time the property was created.

The public also has an important stake on the outcome of these negotiations. Why should the public care about this contest for control? Because with increased managerial control has come the corporatization of higher education—an “academic capitalism” that reduces higher education organizations to enterprises seeking to generate revenue and that reduces education to workforce training.⁶

Where does this corporate approach take us? Towards a “supply side” model of investment that increases costs and reduces access to higher education, that heightens one of society’s basic social problems by increasing the gap between haves and have-nots, and that abandons higher education’s cultural role in socializing citizens whose contribution to society goes beyond the wealth they amass.⁷

So what are faculty to do? The most evident union response, in the

Managers are using their increasing managerial discretion to restructure higher education.

case of NEA, is New Unionism: an attempt to move away from an adversarial approach towards more cooperative, interest-based bargaining to improve the educational enterprise.

In my view, faculty taking this approach need to be clear about their own interests: how they are sometimes consistent with, but at other times distinct from, management's interests. Faculty must also be clear on how the interests of faculty and the institution relate to the larger public interest.

Faculty need a strong public professional unionism that combines old unionism's strengths with an expanded New Unionism to address public interest issues.

The focus of New Unionism, notes NEA President Bob Chase, is quality.⁸ Chase told a March 4, 1999 National Press Club meeting:

The New Unionism is about putting issues of school quality front and center at the bargaining table... This is the soul of our new NEA. This is our central organizing principle: to enhance the quality and professionalism of teachers and other school employees. NEA is speaking a new language of standards, responsibility, and accountability.

The theme of quality dominates:

quality teachers, quality schools, a larger role for faculty in organizing their educational organizations for excellence—in short, collaborative bargaining, “co-management.”

Indeed, Chase, in another visit to the National Press Club in 1999, called for increased flexibility in negotiations, reiterating his 1997 call for “contracts that empower and enable,” versus contracts that encumber and restrict flexibility.

“A great wall of contract protections can have the unintended effect of blocking necessary changes,” he noted.

Let me offer some cautionary thoughts. First, as discussed in the first section of this article, managerial discretion is already considerable and is increasing, and managers are exercising that discretion to restructure higher education. Thus, faculty unions need to be aware of the very real power struggle that is at play over the future of the academic profession and higher education.

Second, the language of co-management sounds very much like the decades old language of “shared governance” in non-unionized higher education, which most of us have come to believe is more mythology than reality.⁹

Traditional shared governance is a model in which, at best, faculty advise and managers consent. At worst, it's a model where faculty

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“advice” is taken only when the faculty consents to the managerial view.

Moreover, the notion of shared governance has generally meant demarcating areas where faculty have a role—academic and curricular areas—versus the areas where faculty don’t have a role—budgetary matters.

Decision making about academics seems as if it should fulfill New Unionism’s focus on quality and professionalism. Yet most academic issues have financial dimensions, and most financial issues have academic implications.

Consider Bob Chase’s example of co-management offered at the Press Club meeting:

We are saying to management ... certain things you said were off limits, we insist on opening for discussion. For instance: strict entry-level standards for teachers, teacher mentoring, peer assistance, and review ...”

For me this process becomes co-management when the standards and reviews applied to teachers apply to administrators as well, when decisions about administrators are made by faculty, just as decisions about faculty are made by administrators

And co-management, for me,

occurs when the concept applies not just to the management of the teaching workforce, but to the institution as a whole, to budgets and strategic decisions.

I would extend New Unionism’s push for teacher/faculty involvement in decision making to include but go well beyond issues of quality and professional standards.

The challenges and situation are different in higher education than in the public schools, which were the focus of Chase’s attention in the National Press Club address. There are public interest issues of cost (tuition) and access in higher education that are absent in the K-12 schools.

More is at stake in higher education than improving the professional conditions of work for faculty and improving educational quality, as important as these issues are. I would compare higher education to health care, which is being increasingly and extensively managed and privatized.

The major focal points of the public critique that facilitated the reorganization in health care were cost, access, and quality, with an underlying critique of the workload of physicians and their relationships to their patients.

The issues in higher education are very much the same. New (and Old) Unionism addresses only part

How does a faculty union pursue the public interest in negotiating faculty salaries?

of what is at stake as this restructuring moves to higher education. Faculty unions need to pay attention to public interest, to cost and access, as they work to ensure a role for faculty in the restructuring.

Now let's return to the collective bargaining process. For each of the areas I analyzed earlier I will propose defensive and protectionist Old Unionism strategies. I will also point to examples of more proactive, New Unionism strategies. Finally, I offer examples of strategies linked to public interest.

Salary structures. The most effective defensive posture for higher education unions is to maintain the traditional contractual structures of across-the-board raises and salary ranges and schedules, paying particular attention to raising base salaries.

Another defensive strategy is to resist the expansion of merit and market provisions in higher ed agreements—three-quarters of four-year institutions already have such clauses, but most contracts in two-year institutions do not.

What's wrong with merit pay? First, many of these systems artificially restrict the number of faculty that can be identified as meritorious. Next, merit pay allocations are too often based as much on managerial as on peer decisions. Also, in non-unionized institutions, contrary to popular belief, merit or pro-

ductivity are not major factors in determining salaries—seniority is.

An additional defensive strategy for unions is to expand internal equity provisions, especially in contracts for two-year institutions (44 percent of contracts in four-year institutions have such provisions, only 9 percent of those in two-year settings do).

A New Unionism strategy would be to ensure faculty involvement in and control of decisions about merit, market, and equity pay. Peer-based review and decision making is central to professionalism.

What of the public interest? How does a faculty union pursue the public interest in negotiating faculty salaries? The answer may be some form of indexing. Nationally, increases in the salaries of senior management have outpaced increases for faculty.

In private sector health care, for instance, CEO salaries have become a focus of public outrage. It might make sense to index faculty salary increases to those of senior higher education managers to ensure that no salaries balloon in a time when cost and tuition are issues, thereby undermining the public's sense that the public interest is being served.

Retrenchment. The most common faculty strategies in cases of retrenchment have included

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elements of both Old and New Unionism.

On the one hand, there are the protectionist strategies. One strategy is to define the few, extreme conditions—financial exigency, for instance—when tenured faculty can be laid off. Another strategy requires managers to lay off part-timers before tenured faculty. A third strategy defines laid-off faculty rights to be recalled for new positions. A few contracts have strong language that prevents layoffs, period.

On the other hand, there are strategies that are both defensive and proactive: establishing a lengthy set of due process procedures that makes retrenchment difficult to carry out. In some cases, the process involves faculty participation in the decision making surrounding retrenchment.

Of course, as noted earlier, there are serious limits to the effectiveness of such participation. Yet the combined efforts of faculty unions to negotiate contractual protections and faculty involvement in retrenchment decisions have made it more politically difficult for higher education managers to lay off faculty.

Are there strategies that might speak to the public interest in the area of retrenchment? To begin with, faculty unions must expand

the role of faculty in deliberations surrounding retrenchment to include more than just defending faculty jobs. The faculty must link the health of the academy to a broader public interest.

For example, most colleges and universities are central to the economies of their surrounding areas. It is not in the public interest for campuses to follow a path of ongoing reductions. More than this, most current discussions of reorganization fail to consider in any systematic and concrete way how different plans will impact the local community.

Such a calculus should go well beyond the purely economic focus of most current thinking, which reduces higher education to a servant of the economy. Universities and colleges contribute to the public interest through playing a range of social and cultural roles and preparing a wide range of social service professionals—in education and health care, for instance.

Faculty should seek to involve a wide set of constituents and incorporate a wide range of considerations into institutional reorganization and retrenchment decision making.

Use of part-time faculty. There is ample need for professional conditions of work for part-time faculty. There is also need for more higher education units to bargain stronger

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clauses regarding the ratio of full- to part-time faculty, in numbers, and in the proportion of student credit hours generated.

In this area, perhaps more than any other, the Old Unionism should be vigorously pursued. But there is also an obvious link between the strategies of Old and New Unionism. One form of protection is to ensure far more professional involvement by both full- and part-time faculty in decision making surrounding part-time faculty. For example, full- and part-time faculty should make decisions on the appointment and release of part-time faculty.

Ensuring peer involvement is, at one and the same time, a means to promote professionalism and quality and a means to reduce managerial flexibility. There are a wide range of conditions of work that need to be professionalized for part-time faculty, and some of these — such as providing for peer review and peer involvement in hiring—would be revenue neutral.

The connection of the part-time issue to the public interest in quality education should be consistently advanced. The increased use of part-time faculty is ironic, given current criticism of full-timers.

If the criticism of full-time faculty is that they are not in their

offices on Fridays, what about part-timers who do not even have offices? If the criticism is that full-time faculty are not available to students outside of class and office hours, what about part-time faculty who, for the most part, have no defined duties or time, for which they are paid, outside of class?

If the criticism is that full-time faculty do not care enough about the quality of their teaching, what about part-timers who may never even have their teaching evaluated by peers?¹⁰

Faculty unions should negotiate professional conditions of employment for part-time faculty that best serve the interests of faculty, students, and the public—including defining the conditions in which the public and student interests are best served by the use of part-time faculty.

Instructional technology. Most current contract provisions covering instructional technology focus on protecting faculty. For example, the most common contractual clauses address pay, displacement, ensuring that the use of technology is voluntary, and the intellectual property issues that arise from the use of technology.

But there are far too few contracts—slightly less than half — that even address instructional technology. This is one area where faculty union contracts could use a

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healthy dose of Old Unionism in the form of defensive strategies.

For example, far too few contracts limit new duties and responsibilities that attach to the use of technology—more preparation, more E-mail interaction with students, and so on. Such new responsibilities should not simply be added on to existing instructional load by default.

But to adopt only a defensive strategy that seeks to distance current faculty from having to use new instructional technologies is to run the risk in the next decade of having full-time faculty themselves marginalized. Instead, faculty should seek broader control of the curriculum by gaining a voice in decisions about instructional delivery systems.

Very few contract clauses call for faculty to be part of the decision making about whether to use instructional technology in various programs, nor do contracts call for faculty to help decide what technology to purchase.

Taking this more active role, gives an important opportunity to invoke the very real public interest issues at stake.

Managers offer several rationales for increasing the use of technology to deliver curricula. They claim it enables more efficient delivery of instruction at compara-

ble or higher quality, and that it increases access to higher education, making it more available to those who otherwise would not be able to pursue a college education.

Those are lofty claims. Faculty should hold managers accountable for what they promise, building in contractual language that provides for the evaluation of the comparative costs of using new instructional technologies, the quality of the overall program in terms such as student outcomes, and the extent to which access is increased for traditionally underserved populations. And faculty should be central players in those evaluation processes.

Intellectual property. Contractual provisions—as many as there are and as far as they go—afford considerable claims for faculty over their time, use of institutional resources, and intellectual property.

Such claims are greater in collective bargaining agreements than they are in the policies of non-unionized research universities. Thus, the protection of rights through collective bargaining approach has served the faculty fairly well. But these protections need to be extended to more faculty. Currently, they are found in less than half of the agreements.

At the same time, faculty bargaining agents could pursue more proactive strategies. In the context of intellectual property, for

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instance, co-management might be particularly relevant, taking the form of faculty/administration committees that adjudicate decisions surrounding ownership, such as the extent to which organizational resources were utilized and to which property was created on faculty's own time.

Current contract provisions tend to leave such decisions to negotiations between the individual faculty member and administration, with administration given the discretion to make a decision if no agreement can be reached.

Quality control issues are also particularly relevant—for example, in the use of materials. Some contract provisions now ensure that faculty members who create educational materials can control their future use, requiring they be updated before being reused, for instance. But such provisions are few in number.

Faculty bargaining agents could go even farther in invoking public interest issues in negotiating intellectual property provisions. Currently, contract provisions concentrate on the extent to which the faculty member or the institution will get ownership and profits.

A few contract provisions ensure that students at the institution do not have to pay above cost for materials created there. But, apart from

this, there is little consideration of the broader public interest.

Faculty are not just private producers of commercial goods. They are educational consumers—and in most unionized settings they are public employees—as are their students. So, too, are colleges and universities educational consumers.

In the rush to advance claims of ownership, both parties to the collective bargaining process seem to lose sight of this fact. I would encourage bargaining agents to search for ways to set aside a proportion of the proceeds from intellectual property to directly address high profile public interest issues.

These issues will vary by locale. But, in any case, the community ought to be able to directly see some immediate benefit to the community from the creation of products in publicly-funded institutions.

In the past, the principal strategy of academic unions grappling with control issues in higher education was to negotiate professional autonomy vis-a-vis institutional managers.

There continues to be a need for such approaches to collective bargaining, and there is a substantial need to expand protections for faculty in the contracts.

But, in the future, faculty unions should adopt an approach that

There is ample room for ensuring and enhancing the faculty role in decision making.

focuses also on quality and professionalism, as well as on key budgetary and strategic issues. There is ample room for ensuring and enhancing the faculty role in the decision making that is shaping the future of higher education.

Finally, in the context of a multifaceted public critique of faculty and higher education, faculty bargaining agents need to address key public interest issues with contractual provisions that connect the interests of faculty with the interests of the public.

In offering a few ideas for moving beyond the traditional employment contract, I build on a few quotes from my book.

For some years, faculty and their unions have worked to protect their autonomy, to insulate faculty as independent professionals from managers' discretion, to maintain degrees of freedom at the margins. ... The challenge [full-time] faculty and faculty unions now face is whether they can manage to work in concert as a collectivity to more proactively redirect the academy and whether they can reorganize themselves with other production workers who are currently at the margins of the organization, before faculty themselves are increasingly reorganized to the margins of

the academic enterprise.¹¹ [C]ommunity political support is absolutely essential to the success of public sector unions.¹²

First, I would briefly note that faculty can move beyond the employment contract by recognizing and forming common cause with other constituents on campus to create a formidable interest group of higher education employees.

This means part-time and full-time faculty, academic professionals, and support personnel. This includes unionized employees and growing categories of largely non-unionized "managerial professionals," those employees who are professionals, but not faculty, and who work on administrative calendars and in administrative offices but are not line administrators.¹³

Too often, it has been too easy for managers to divide and conquer in restructuring higher education. It is time for faculty unions to spend more time not only in membership development within their own units, but in fostering closer ties among various campus unions.

It is also time for campus unions to ensure that the growth areas in higher education employment are either incorporated into existing bargaining units or those new workers are encouraged to create units of their own. Together,

Think of the impact if each college or university had a big sister relationship with one or two public high schools.

higher education employees could offer a distinctive voice shaping the future of higher education.

Second, I would emphasize the need for faculty unions, at the local—as well as the state and national—level to articulate an agenda to the external world that is connected to the key public interest issues of the area. Two examples should provide a sense of what I mean.

In the state where I work, one in four children lives below the poverty level—nationally, it's one in five. An educational union that overlooks this fact overlooks one of the major problems and challenges currently confronting our society. It also overlooks an opportunity for educational unions to take a position that promotes the involvement of higher education professionals with public school professionals to mitigate and reduce child poverty through various outreach programs.

One obvious step is to work through the public schools. NEA is wonderfully positioned to bridge the gap between higher education and the public schools in ways that serve society. Indeed, President Chase alluded to such cooperative efforts in his Press Club remarks.

Think of the impact if each college or university had a big sister relationship with just one or two

public high schools, with professors assisting teachers and students, and college students mentoring and tutoring high school students.

This is but one example of how educators could reach out. Such work need not be an add-on to faculty's other responsibilities. It could count and substitute for other service work or even for instructional load

Similarly, in most parts of the country, access to higher education has increased disproportionately for children of the highest social classes. Access for students of color, which has improved marginally in recent decades, is under concerted attack. In my view, faculty unions should take the opportunity to organize a concerted counterattack, to promote not simply quality education, but increased access for all to an affordable quality education.

Again, partnerships with public school teachers, as well as various social service employees, offer all sorts of possibilities. And again, this activity could be counted in calculating faculty workload.

I believe that the current, everyday work of faculty serves the public interest. Quality education serves the public interest. My suggestions are not meant to contradict that fact.

At the same time, faculty must acknowledge that community

support for the value of faculty and of public higher education is not what it could or should be. That challenges us to challenge managers to enable faculty to shift their workload at the margins in ways that make it feasible for faculty to be visibly, systematically, and collectively involved in directly serving their communities.

Imagine the image, in both of the above examples, of union members “working collectively, working for you (the community).” The agenda would be one of increased educational growth and opportunity, of increased investment in public education for the broad public interest, an agenda that NEA pursued quite aggressively and effectively in the early 1900s.

Of course, there is a big difference between identifying good contract language and offering ideas for union activity, on the one hand, and,

on the other hand, getting such language into the contract and putting such activities into practice.

I recognize that as a practical matter. I also recognize it as a matter for research. One of the next steps of my research, as I continue to track contract language, is to explore strategies and practices of local union presidents and contract negotiators.

I hope to contribute to national, state, and local dialogues about the meaning and practice of New Unionism in ways that advance the interests of the profession and the public.

It is to that end that I suggest a move towards a “public professional unionism” that combines the powerful employee protections of the Old Unionism, with the expanded, proactive professional involvement of the New Unionism, and a focus on issues of public interest. ■

Endnotes

¹ See Rhoades' (1998a) book, *Managed Professionals: Unionized Faculty and Restructuring Academic Labor*. Also see Bob Chase's 1997 National Press Club Speech, “The New Unionism—A Course for School Quality,” in which he uses the phrase coined by Heckscher, 1988.

² See Rhoades, 1998a, 1999; Hendrickson and Rhoades, 1997; Maitland and Rhoades, 1999. That work utilized the NEA's Higher Education Contract Analysis System (HECAS), which now includes over 330 contracts from two and four-year colleges and universities, negotiated by each of the three major national faculty unions, the NEA, the American Federation of Teachers (AFT), and the American Association of University Professors (AAUP).

³ Bell, 1999. Indeed, inflation-adjusted salaries of faculty are essentially the same as they were in 1970-71 (there were drops in real salaries in the 1970s; in the 1980s there was a partial recovery).

⁴ Rhoades, 1998a, p.131.

⁵ Rhoades, 1998a, p.265.

⁶ Slaughter and Leslie, 1997.

⁷ Rhoades and Slaughter, 1997.

⁸ Chase explicitly drew the term from Heckscher's (1988) book. Other books use this title as well--some more recent (Troy, 1994), and some dating way back (Portcous, 1935; Soule, 1920).

⁹ Mortimer and McConnell, 1978.

¹⁰ Rhoades, 1998a, p.132.

¹¹ Rhoades, 1998a, p.279.

¹² Rhoades, 1998a, p.276. In making this statement I draw from a book by Paul

Johnston, Success Where Others Fail: Social Movement Unionism and the Public Workplace (1994).

13 See Rhoades' (1998b), article, "Reviewing and Rethinking Administrative Costs."

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