

# NATIONAL IMPLICATIONS OF LOCAL UNION ACTIVITY

by Gary Rhoades

In recent years, I've had the opportunity to meet with several state assemblies of unionized faculty about the restructuring of higher education and the terms and conditions of faculty work. Based on these discussions and my ongoing work with unions representing faculty, I've come to believe that it would be useful for the national unions to develop ways to inform local faculty union politics with nationally identified patterns in collective bargaining agreements. This is, after all, part of what the national union seeks to do through various mechanisms. But here I speak not just to leadership in the union but to the larger membership; indeed, in meetings and conversations, local leaders have spoken to the importance of communicating such ideas to local members.

In this article, I offer examples of how connecting the local and the national might enhance the local collective activity of faculty organizations. In one example, national norms in collective bargaining agreements provide a reference point, a benchmark against which the local contracts can be indexed. In a second example, in which the local context is in line with national norms, a national perspective can help locals iden-

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tify outlier cases of exemplary contract language. In a third example, the national context clarifies what is at stake in higher education restructuring, and this can inform and help frame the content of a distinctive and innovative statewide initiative.

The use of national data in local negotiations is already a relatively common practice in regard to salaries. In unionized—and non-unionized—settings, faculty often couch arguments for salary increases in terms of how local salaries rank in relation to salaries for faculty at

nationally comparable institutions and disciplines. I would like to see this strategy applied not only to a broader range of contractual conditions than salaries, but also to union activities beyond negotiating contracts.

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To strengthen their employment contracts, faculty need to draw on the national experiences of their peers. More is at stake than the relatively privileged position of faculty. The future control, content,

configuration, and direction of higher education is also at stake. Faculty unions should be the “stewards of the higher education enterprise,” mapping out a vision of higher education’s future that speaks to the broad public interest and captures the public’s imagination.<sup>1</sup> In articulating their vision and message, faculty can benefit from a national perspective on prevailing patterns of restructuring and viable alternatives to those patterns.

The following three cases provide examples of the value of national perspectives in informing local faculty union activity. The national outlook is provided by a study of over 200 collective bargaining agreements, including some contracts that have been negotiated within the past few years.<sup>2</sup> Information about the contracts in each state comes from analysis of contracts found in the 1999-2000 version of the Higher Education Contract Analysis System, an NEA-produced CD-ROM database of faculty union contracts, including contracts negotiated by the American Association of University Professors (AAUP) and the American Federation of Teachers (AFT) affiliates and by independent higher education unions. Information about local faculty union activity comes from state assembly meetings I participated in, as well as from state Association and state board websites.

The first setting is Wisconsin, where I talked with faculty from the Technical College System. The system’s 16 districts, which include AFT

and NEA affiliates, are the only public sector higher education unions in Wisconsin. In indexing these two-year institutions (for which I had 13 of the state's 16 district contracts) to the national database, all comparisons are made with national patterns among the contracts of two-year institutions. Following the restructuring trends found nationally, most of these districts have experienced a push to reorganize and discontinue programs, with the principal threat to faculty lines coming from programmatic reorganizations and reallocations of resources rather than the crisis-driven financial exigency of the 1970s and early 1980s. The national trend toward increased use of part-time faculty is also prominent in Wisconsin, where 71 percent of faculty in the technical colleges are part time. In addition, the system is emphasizing the increased use of instructional technology—another national trend. Indeed, the system has its own instructional delivery system (WIDS), which it markets nationally and encourages faculty to use in developing new courses.

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Some basic protections for faculty are limited in Wisconsin contracts seven more so than is the case nationally. For example, although most contracts in Wisconsin have reduction in force provisions, fewer than one-third identify causes for layoffs—compared with about one-half nationally—and virtually none call for faculty involvement in decision making about layoffs—compared with almost one-third nationally.

Clearly, there is room in Wisconsin for establishing a set of procedures that give faculty some voice in the processes surrounding reorganization and retrenchment that comes closer to matching the national pattern in two-year colleges.

An important exception to the above pattern is one Wisconsin contract that prohibits subcontracting that leads to faculty layoffs, and another that prohibits faculty layoffs due to the use of interactive television, the Lakeshore and Madison Area contracts respectively. Such provisions represent benchmarks that would be useful for faculty in other states to use. They could also serve as templates for faculty bargaining teams in Wisconsin. In the course of a morning's discussion about contractual language, representatives noted the need to improve communication among bargaining units in the state and to develop a mechanism for sharing good contract language statewide.

It is hard to imagine managerial flexibility being greater than it is in regard to the use of part-time faculty. For instance, nationally, only 17 percent of contracts in two-year institutions have provisions regarding appointment, about 19 percent have provisions limiting the numbers and use of part-time faculty, and nearly one-third discuss various rights and prerequisites for part-time faculty. In Wisconsin, there is virtually no discussion of appointment, no real discussion of protecting full-time positions in relation to part time, and only a few contracts that refer to

benefits for part-time faculty. As low as the bar is nationally, bargaining units in Wisconsin would benefit from raising the level of provision in their contracts to that standard.

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By contrast, contracts in Wisconsin offer more provisions in regard to the use of instructional technology than is the case for two-year colleges nationally. About one-half of the Wisconsin contracts have such provisions, compared with only about one-third nationally. For example,

more than half of the Wisconsin contracts provide for training of faculty who will use new instructional technologies, compared with 5 percent of contracts in two-year colleges nationally.

Some Wisconsin contracts cap class size—one caps the number of sites—in distance education. A few give faculty discretion as to whether courses can be taped and what will be done with the tapes when the course ends, protecting faculty's intellectual property fights.

But, overall, intellectual property rights provisions in the Wisconsin contracts are not very strong. Nationally, contracts provide greater claims for faculty in regard to their intellectual property rights, including cases in which institutional resources are used. In about one-fourth of the cases, there is reference to the negotiation of property rights between the individual faculty member and the institution. By contrast, the Wisconsin contracts that speak to the issue only provide for faculty ownership when the property is produced on faculty members' own time and at their own expense. Moreover, there are no references to negotiations over rights between the individual faculty member and the institution.

In sum, a few cases exist of Wisconsin contracts that provide models of good language for two-year colleges nationally—in the area of training, for example. Overall, though, Wisconsin locals could gain leverage in negotiating their contracts by indexing many provisions to national patterns and to state exemplars.

A second state assembly provides quite a contrast to Wisconsin. The California Faculty Association (CFA), an NEA affiliate, is the bargaining agent for faculty and academic professionals of the California State University System (CSU). There is one contract covering all CSU campuses, making for a somewhat different dynamic than is the case in Wisconsin where each college is covered by its own collective bargaining agreement. The conditions and interests of California faculty varied from one campus and part of the state to the next, but discussion focused on the one contract.

Although I studied community colleges in Wisconsin and the CFA represents faculty at four-year institutions, the basic challenges to faculty as a workforce are much the same. California, like Wisconsin, is experiencing many of the restructuring trends found nationally. Salaries are a major issue in California, as elsewhere, not just because of the size of the overall negotiated increases but because of the university's increased emphasis on per-

formance-based mechanisms for determining salary increases. (One of the highlights of its recently ratified collective bargaining agreement, the CFA points out, was the CSU's dropping of a demand to use 40 percent of the salary pool for performance-based increases.)

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Most campuses in California, as in Wisconsin, have experienced a push to reorganize and discontinue programs, not for reasons of financial exigency but based on the institution's new priorities. In addition, the use of temporary faculty in the CSU system is extensive. The *CFA Lecturer's Handbook* documents the increase in the proportion of lecturers relative to all CSU faculty from 37 percent in November 1991 to more than 50 percent today. The CSU system is also emphasizing the increased use of instructional technology. A key part of this technological push, as in Wisconsin and the nation, involves undertaking new commercial arrangements. As a result, the faculty's intellectual activity in the area of instruction, not just research, is being increasingly commercialized.

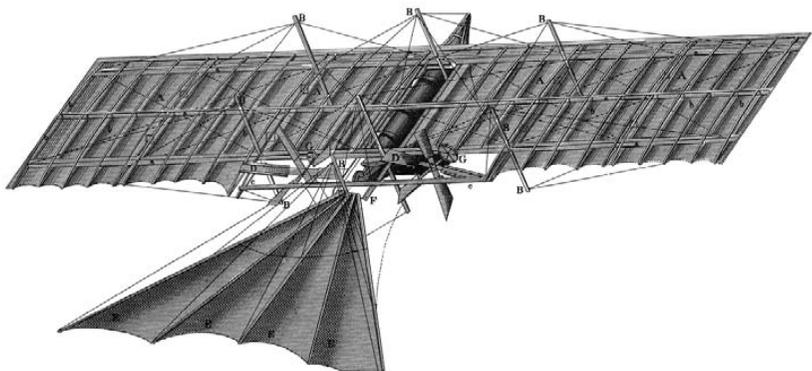
In many regards, the California situation reflects national norms and trends, especially in managerial flexibility and discretion in the system. In speaking with the CFA assembly, I emphasized this national pattern, partly because there is a tendency among faculty to attribute many problems to the particular administrative personnel with whom they are dealing. A national perspective can make it clear that the problem is not a

matter of particular players but a key structural issue.

As is the case nationally with retrenchment clauses, the California contract cites non-crisis and non-financial reasons as rationales for laying off tenured faculty in a blanket statement that affords managers extraordinary discretion: “lack of work or lack of funds, or a programmatic change.” Moreover, as is generally the case in contracts nationally, the California contract affords managers considerable discretion even in situations in which established procedures exist. For example, seniority and order of layoff rules may be overridden if management determines the expertise of remaining faculty in the affected department is insufficient to address the needs of the unit. Junior faculty members can be retained if the administration judges their expertise is more central or significant to the department’s future than that of their senior’s expertise.

**I**f this is the norm nationally, there are nevertheless examples of contractual provisions that offer significant protections for faculty. For example, there are contracts that prohibit any subcontracting of bargaining unit work or that prohibit layoffs due to the use of distance education. Similarly, there are a few examples of provisions that index any reductions in the faculty workforce to reductions in other classifications of personnel, including administrators.<sup>3</sup>

On the other hand, the California contract offers some important language regarding the use of part-time faculty, which in some ways sets a standard nationally. For example, the CFA contract establishes permanent jobs for long-term temporary faculty, makes temporary faculty eligible for salary increases—including those based on merit—and provides for



review of part-time faculty. The latter point could be critical if it were extended to the appointment/release process. As I have told each state assembly, part-time faculty, as professional peers, should have a voice in the selection of their colleagues. The idea is to extend mechanisms of professional decision making and to reduce managerial discretion. Another contract that might be useful as a national benchmark is Columbia College's, which establishes various professional rights for part-time faculty—representation in departmental decision making, and cancellation fees to be paid when scheduled courses for which they are hired are canceled.

By contrast, the California contract lacks protections and provisions for professional control in regard to the use of instructional technology. As noted earlier, there are important national examples of provisions that prohibit layoffs due to the use of distance education and/or instructional technology. Perhaps even more important are those cases nationally in which

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bargaining unit positions are protected, not just the jobs of current employees. There are other examples of contracts that limit class size and use of instructional technology and afford departments curricular control over distance education offerings. Some contracts explicitly build in considerations of public interest related to managerial claims that technology enhances quality and access and reduces cost. Thus, a few provisions call for systematic review of whether quality is maintained and access is ensured.<sup>4</sup> Of course, none of these provisions represent a national norm; rather they constitute exemplary cases of contract language on which locals and states can draw.

**I**ntellectual property is a key issue in the case of distance education and instructional technology. Although the CFA contract follows the national pattern, the contract's intellectual property clause is not particularly generous to faculty, either in the issues of ownership and control, or the question of shares of the profits. The issue of ownership often hinges on the question of faculty's use of institutional resources, and there are some good examples nationally of contracts that define such conditions quite explicitly.<sup>5</sup>

In addition, control over the use and rebroadcast of materials has become particularly significant with the increased use of instructional technology. The California contract would benefit, as would most nation-

ally, from drawing on a few exemplary provisions that ensure faculty members control over the use and reuse of course materials and courses they have developed. Similarly, there are examples nationally of provisions that do not leave the issue of shares up to the individual faculty to negotiate with the institution and its attorneys. Instead, they clearly define shares, or they establish committees that include faculty to review and participate in the decision making that surrounds assignment of intellectual property rights.

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A third state assembly that I spoke with offers yet another distinct setting. Higher education affiliates of the Illinois Education Association (IEA) include faculty from community colleges, one public university, and a private four-year institution. The discussion of national patterns included reference to contracts in two- and four-year institutions, and for part-time as well as full-time faculty.

Nevertheless, the basic challenges confronting faculty in Illinois are much the same as they are in Wisconsin and California. The Illinois Board of Higher Education has been emphasizing merit and market adjustments in salaries. Despite the absence of any financial crisis at the time in Illinois, institutions were subject in the late 1990s to a "Priorities, Quality, and Productivity" (PQP) initiative that involved reorganizing and discontinuing programs. The use of part-time faculty has grown well above the national norm to three-quarters of all faculty in two-year colleges by the 1990s. The Illinois Board is emphasizing the use of instructional technology to expand access to higher education, free of the constraints of campuses. Finally, in Illinois, as in Wisconsin and California, there is an increased emphasis on commercial benefits tied to curricula and courses.

In Illinois, the restructuring agenda of management has come first in the form of a "Citizen's Agenda" advanced by the Illinois Board of Higher Education and then an "Illinois Commitment" consisting of various performance standards. This Board agenda has energized an effort by some faculty to articulate an alternative agenda for Illinois higher education that would more accurately represent the vision and voice of all faculty across the state. Rather than simply responding to the Board's document, this group of faculty aims to develop its own initiatives and analyses. Such an ambitious and creative undertaking could inform and energize

faculty in other states across the country. In turn, the Illinois effort could benefit from a national perspective on patterns of restructuring and examples of faculty's external political initiatives to reshape the discourse about higher education in particular and education generally.

Each of the state assemblies I talked with addressed external political issues. The IEA effort is distinctive because of the scope of its ambition—to advance an alternative vision of higher education. Yet IEA higher ed could learn from the “Great Schools” initiative in Wisconsin, which seeks to involve higher education faculty and communities in the public schools. Part of the point is to promote an image of faculty working not simply to promote their own interests as employees but to enhance quality and genuine educational opportunity for the whole population. This sort of an effort by the state's educators and their union represents a more compelling vision than the Illinois Board's accountability agenda that simply exhorts improvement in the schools with little sense of how higher education, writ large, can contribute to that.

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In short, national perspectives can be useful not only in matters of language in the employment contract, but in matters of how to shape the future of higher education.

In their everyday work lives, faculty move back and forth between local and national settings. One minute, we are in a classroom faced with the immediate needs of a specific group of students. Another minute, we are canvassing a national resource base of professional materials to use in teaching that specific class. One minute, we are conducting a piece of scholarly activity that is before us. Another minute, we are canvassing a national pool of sources and data to inform our particular scholarly project. One minute we are talking with a colleague in the hallway. Another minute we are on the Internet interacting with colleagues in an “invisible college” that spans states and nations. We are always focused on commitments and realities shaped by the local institution that employs us and by the larger professional community that defines us. In Alvin Gouldner's classic terms, we are both locals and cosmopolitans.<sup>6</sup>

It should also be this way with the faculty's collective political strategies and activities. Effective negotiations with management should be sensitive to local particularities and idiosyncrasies even as they are

informed by a sense of national patterns and new developments. Whether in traditional bargaining—the competitive trading of bargaining chips—or collaborative bargaining—the cooperative pursuit of common interests—it makes sense for faculty to understand the local context and the national context. Effective political action beyond the bargaining table also should be grounded in local understandings informed by national consciousness. Whether in forming coalitions with other faculty and unionized employees in education, or in forming alliances with the

broader community, it makes sense for faculty to address local realities and at the same time expand their sense of what is realistic with an understanding of the national context.

**I**offer three practical suggestions for some initial steps unionized faculty and their union staffs can take in this direction. One step focuses on contract language. Another focuses on the contract negotiation process. A third focus-

es on the externally directed messages and initiatives undertaken by faculty unions. All three involve use of e-mail and the Internet. All three also have relatively limited costs attached to them.

In making these suggestions, I am not implying that faculty unions do not currently provide valuable resources to their members in regard to contract language, contract negotiations, and the construction of political messages and alliances. They most certainly do. I am simply proposing mechanisms that would bring more resources closer to faculty members.

In talking with members of bargaining teams, it is clear that coming up to speed on the complex issues embedded in collective bargaining is a daunting, time-consuming, and overwhelming task. How does one quickly learn the key issues and language regarding intellectual property, distance education and instructional technology, and health benefits packages, while struggling to maintain and/or improve salaries? It is evident that even within the same state, faculty negotiators are often unaware of the language in neighboring institutions' contracts.

Why not, then, provide on statewide and perhaps nationwide webpages examples of “good” language in the contracts? The examples could include brief explanations of why the language is good and what language should be avoided, and the examples could be catalogued, cross-referenced, and hyperlinked by key contractual terms and conditions of faculty work such as layoffs, use of part-time faculty, use of instructional

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technology, and intellectual property rights.

Such sites would also be useful for the broader membership of the locals, enabling them to come up to speed on issues being negotiated by the faculty bargaining team. With such background information available on the Internet, communication between leaders and members in local units might be facilitated and enhanced.

Of course, it is one matter to identify good contract language. It is quite another to get such language into the contract. How do we convince management to accept the language? These and many more questions about the process call out not for single, simple answers but for exchange and dialogue with other negotiators. There are already many good resources and good training available from the national unions. Why not supplement it with the voices, experiences, and advice of faculty members on bargaining teams, in summary form, on a website? I believe faculty would find that enormously helpful—not only leaders at the local level but members as well.

Finally, much faculty union activity now involves undertaking initiatives and articulating messages directed to external constituencies and the broad general public. It would, in my view, be of great benefit to these unions to have a national resource of other states' and locals' experiences in this area. Such a catalogue would also be useful to the national unions. Again, I recognize that the national unions are already supporting in various ways the efforts of the states in "message development." Why not supplement these resources with an online resource that involves a sharing of experiences among faculty?



To sum up, every sector of American higher education is experiencing substantial restructuring. But the challenges and the baselines from which one works to meet such challenges vary by institution, institutional sector, and state. If political action must take place at the grassroots level, it can at least be informed by national perspectives and possibilities. Faculty should do as the bumper sticker from the 1970s says: think globally; act locally. And faculty should use new technology, the Internet, to do so. Ultimately, though, my proposal is built on enduring professional and political truths. First, knowledge and wisdom are generated not individually, but collectively, by people building on the expertise and standing on the shoulders of others who have gone before them; and second, knowledge can be power when it is collectively constructed and exercised. 

## ENDNOTES

<sup>1</sup>See Martin Finkelstein's (1999) book review of *Chalk Lines: The Politics of Work in the Managed University* (*Academe* 85,5:88-9).

<sup>2</sup>See Gary Rhoades, *Managed Professionals: Unionized Faculty and Restructuring Academic Labor*, Albany, New York: State University of New York Press, 1998.

<sup>3</sup>See Rhoades, *Managed Professionals*, p. 119 and Chapter 3.

<sup>4</sup>See Rhoades, *Managed Professionals*, Chapter 5; also see Gary Rhoades (1999), "Technology and the Changing Campus Workforce," *Thought and Action* 15, 1:27-38.

<sup>5</sup>See Rhoades, *Managed Professionals*, Chapter 6.

<sup>6</sup>See Alvin Gouldner (1957), "Locals and Cosmopolitans." *Administrative Science Quarterly* 1, 2:444-80. Gouldner separated faculty into one category or the other. By contrast, I am emphasizing the dual character allegiances and involvements for all faculty.

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