

## Faculty unions: Bargaining according to the craft model?

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*Faculty vs. Administration: Rights Issues in Academic Collective Bargaining* by Margaret K. Chandler and Daniel J. Julius. *The National Center for the Study of Collective Bargaining in Higher Education*. Baruch College, CUNY, 1979, 116 pp.

Long-range planning, retrenchment, promotion, appointment, nonrenewal of appointment, tenure: on nonunionized campuses, WPAs are likely to think that these are problems to be dealt with by higher administration. Even though WPAs in nonunionized situations may hear plenty from their staff regarding pay, fringe benefits, travel funds, and rights and privileges of part-time staff, they are likely to consider such issues more or less peripheral to the more central problems of running a writing program.

But like it or not, in addition to their important role in designing the writing curriculum and delivering appropriate, high-quality instruction in writing, many WPAs do have front-line administrative responsibilities. Tenure, pay, hiring and firing practices, the special problems—indeed, neglects—endured by part-time faculty are “working condition” issues that will not go away. On a unionized campus, a WPA’s responsibility for solving these problems is not merely contextual. It is often where much of the action is.

Unlike more traditional and established academic administrators, the WPA in many institutions must work daily with the whole spectrum of professional personnel: established academicians, apprentice teaching assistants, and part-time faculty. The quality of work of such a diverse group depends in large part on perceived relationships among members of the various subgroups and on their shared confidence in a reasonably secure livelihood while delivering writing instruction. In a time of retrenchment and a declining job market for new instructors, the pressures on WPAs to deal effectively and fairly with such matters as job security and working conditions of the staff can be especially severe. In extreme cases, WPAs may find themselves in a very tight middle between a disgruntled, threatened writing faculty and a fiscally harried, apparently indifferent administration.

As a result, the issues dealt with through faculty unionization and academic collective bargaining are issues that all WPAs inevitably must confront, formally or informally. A primer of unionization, union values, and union practices should be required reading for WPAs. From this point of view, Chandler and

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Julius's *Faculty vs. Administration* is not a bad text for an overview of emergent unionism.

What Margaret Chandler, professor of business, Columbia University, and Daniel Julius, director of personnel services, Vermont State Colleges, offer is a systematic analysis of 142 collective bargaining agreements from two-year colleges and 63 agreements from four-year colleges. This sample includes two-thirds of all agreements in effect in American colleges and universities as of July, 1979. Using their own rating scales, Chandler and Julius assess the relative strengths of contractual clauses dealing with seven "crucial areas which are at the center of power struggles in organized schools": long-range planning, retrenchment, promotion, appointment, nonrenewal of appointment, tenure, and management rights. They apply a common scaling code to contractual language dealing with tenure, promotion, nonrenewal, and appointment; likewise, they apply appropriately devised separate codes to long-range planning, retrenchment, and management-rights clauses. They use tables to assess the relative strengths of contractual clauses dealing with these seven areas; each table distinguishes between two-year and four-year colleges.

They offer further analyses of these assessments in view of several independent variables: region; bargaining agent (American Federation of Teachers, American Association of University Professors, National Education Association, independent agents, and mergers among these); size of student body; affiliation of the institution (public or private); faculty size; and institutional type. The central chapter of the monograph (Chapter IV) enables the reader to analyze and more fully comprehend the tabular assessments. Because the authors quote only occasionally from the contracts themselves, the reader has little opportunity to see precisely how contractual language correlates with the authors' scaling of the relative strengths of given clauses. Nonetheless, there is sufficient quotation from contracts to offer the uninitiated reader considerable insight into contractual legalese and its application to the workaday life of college professors.

Following the introductory chapter, a brief second chapter offers some historical background on the issue of faculty rights. Harvard's turn-of-the-century president, Charles Eliot, laid the familiar groundwork. Chandler and Julius quote him as he blithely cites contradictory university statutes, one of which clearly gives the president a final authority in university governance and the other equally clearly gives the faculty strong rights of governance. The third chapter offers a questionnaire-based review of the way administrators tended to respond at first to collective bargaining. In general, administrators responding to this questionnaire feared they had been "had" by the advent of collective bargaining, and their responses tended to indicate a need to recover lost power. "Run past them [the faculty]," said one. "Recoup!" said another. Following the central fourth chapter, the monograph concludes with a summary of the study and a somewhat sketchy argument for viewing professors as "craft-type unionists."

This term is a key to the argument of this book. Chandler and Julius note that the craft union "takes responsibility for selecting, training and evaluating its members and controlling their movement on the career ladder" (page 87). Such a model of unionism is much more complex than the traditional American model. For example, in recently concluded negotiations, the union that represents Pennsylvania's state, county, and municipal employees (AFSCME) had to negotiate only three clauses in their contract. In contrast, the Association of Pennsylvania State College and University Faculty (APSCUF) must negotiate some 30 clauses.

In their conclusion, Chandler and Julius show that the Yeshiva case has very recently made craft unionism a serious issue. In this case, the university administration argued that faculty insistence upon participating in university management in effect deprived faculty of an adversarial relationship with management—a relationship that is legally essential to the traditional model of American unionism. Since the Chandler-Julius study was published, the U.S. Supreme Court has upheld the argument of Yeshiva University management. This decision will therefore probably delimit—perhaps sharply delimit—faculty aspirations to govern their colleges as modern guildsmen and women.

Whether they follow the craft model or not, faculty unions have burgeoned in the past decade and a half. At the time of the Chandler-Julius study, nearly a quarter of all faculty and professional staff belonged to unions. About one-third of all four-year institutions were organized, as were about one-half of all two-year institutions. Although the complexity of this study and the short perspective we now have on faculty unionism allow for only slight generalization, I will note two significant insights the work offers into this new state of affairs.

1. Collective bargaining should not be viewed as an all-or-nothing power struggle between faculty and administration. No neat and pervasive inverse relationship emerged from the Chandler-Julius assessment of contractual language dealing with administration and faculty association rights in highly organized states. That is, in many contracts that Chandler and Julius examined there appeared relatively strong assertions of the rights of *both* parties. Contracts thus may serve more to define rights and roles of faculty and management than to usurp the rights of one or the other party.

2. Collective bargaining is not a source of erosion-through-compromise of traditional faculty rights. The study speaks clearly on this matter: "When faculties achieved strong rights guarantees in the administrative and personnel fields, they were winning them across the board. Professional unions were not trading contractual safeguards on tenure for gains in nonrenewal" (p. 54). Further, there "was no evidence that rights were being traded for money" (p. 81).

As a WPA myself, and as current campus APSCUF negotiations representative, I found these insights valuable. In fact, I read the Chandler-Julius monograph as a whole with considerable interest. Approximately a decade ago (about four years after I joined this faculty), the Pennsylvania State Legislature passed Act 195, enabling public employees to organize. Immediately thereafter, the 14-campus state college system was directed by Commonwealth administrative fiat to choose a bargaining agent. Befuddled, many of us futilely voted "No Union." But a union we soon had, like it or not. I myself waited a couple of years to sign on as a dues-paying member. Some faculty members still resist joining. But by now, APSCUF has become a way of professional life for most of us.

What I have discovered as a WPA in this situation is that on a unionized campus, the WPA should learn to work actively within the union organization. Since many contracts allow the union president power of appointment to many committees, on a unionized campus a WPA could be squeezed out of critical committee assignments if he or she remained outside the union. Similarly, contractual recognition of the WPA function outside the union would probably "force" the

WPA out of faculty status into administrative status. This formal recognition would irreversibly alter the role of WPA from that of leader-teacher to that of administrative functionary. Instead of such contractual recognition, the WPA should seek a memorandum of agreement with the administration to determine the WPA's role: released time for WPA affairs, supervision of teaching assistants, job description, and so on. Because the delivery of effective writing instruction is nontraditional—often individualized and supplemental to standard instruction—the WPA should not rely on formal contractual evaluative schemes. Instead, the WPA should devise appropriate ways to support effective writing faculty when they face contractually designated committees deciding on promotions, tenure, sabbaticals, and merit raises.

A WPA should also resist contractual recognition of writing faculty as a separate department. In the first place, it is difficult to specify contractually a fair equivalent of a full load of writing courses. Further, writing faculty usually have a teaching specialty other than teaching writing, so they should continue this specialty through identification with the appropriate department. Likewise, if writing teachers remain within an established department, humanities teachers whose departments have been threatened by declining enrollments and who therefore may be facing retrenchment may be retrained as writing faculty and may be able to maintain their tenure through part-time occupation as writing faculty. Many contracts provide for such retraining and retention of tenured faculty. Another way the WPA can work through the existing departmental structure is to encourage writing-emphasis components in established courses. As incentive, the WPA can assist in making effective assignments in such courses, can coordinate writing center assistance for students in these established courses, and can provide readers for help in evaluating assignments. In short, departmentalization would tend to isolate the writing faculty. But the WPA who makes effective use of the existing and contractually sanctioned organizational structure and who works through the established curriculum can expand his or her influence without becoming mired in traditional departmental and curricular rivalry.

At the same time that unionization can help WPAs, however, it can also create new problems. No doubt about it, unionization—in combination with such factors as austere budgets and declining enrollments—can breed an entrenched faculty. Yet the WPA in many, if not most, institutions must also deal effectively with adjunct and part-time faculty and with personnel who run academic support services such as writing centers. To remain in the good graces of these hard-working people, the WPA must become their champion. This role will inevitably create tension between the WPA and established faculty. The active WPA must face up to this tension, arguing, for example, in favor of indefinitely continuing one-year “temporary” appointments for adjunct faculty who have proven willing and effective. So also should the WPA seek to bring support and adjunct faculty their fair share of travel funds (if any exist!) and of such fringe benefits as hospitalization insurance and retirement contributions.

Likewise, if conditions of entrenchment require that WPAs employ senior faculty in writing programs, the WPA must exercise firm, and likely unwelcome, leadership in seeking quality instruction from such faculty. This leadership must take into account Richard Marius's “pessimistic view” of the potential of such

faculty (*WPA*, Winter, 1980). In this role, the WPA is likely to be perceived as a meddling administrator. Nonetheless, this situation offers an opportunity for such strange bedfellows as senior faculty, youthful apprentices, and outsider adjuncts to work together in a common and worthwhile endeavor. Their cooperation helps establish peaceful working conditions and helps revitalize the faculty working under those conditions.

In short, the WPA in a unionized institution, it seems to me, must know the union, lead from within the union, and at times challenge the union to respond to the special needs of an effective writing program. Of course, no contract, however specially designed, can serve fully all of the concerns and interests of the WPA. Nor should it. It is up to the effective WPA to use the contract carefully and flexibly to serve the cause of increasing literacy across the campus and throughout the curriculum.