

# Technology Issues In Bargaining: The New Unionism

by *Christine Maitland and  
Gary Rhoades*

*Christine Maitland has worked for the National Education Association for the last 11 years and is currently the higher education coordinator. She is currently working on an interactive CD-ROM on the future of higher education, development of the Higher Education Research Center, and collaborative projects with higher education unions and associations. Maitland has 20 years experience in higher education labor relations and publishes in that field. She holds a doctorate from Claremont Graduate School. Maitland was an adjunct philosophy instructor for 10 years in Southern California.*

*Gary Rhoades is professor and director of the University of Arizona's Center for the Study of Higher Education. He studies academic labor, higher education, and institutional policy. Rhoades' publications focus on retrenchment, administrative costs, and intellectual property policies. His book, *Managed Professionals: Unionized Faculty and Restructuring Academic Labor*, was published by SUNY Press in 1998.*

The election of Robert Chase to the NEA presidency in 1996 signaled a new direction for the union. Defining this direction as "new unionism," Chase said NEA would go beyond advocacy to focus on quality education for all students.<sup>1</sup> He applied the idea to higher education:

The issue that is going to make a difference is quality. The folks that are using our services want good results. If they don't think they are going to get good results at our institutions—be it in K-12 or higher education—they are going to go elsewhere and opportunities for them to go elsewhere are going to be made available, so it is really up to us.<sup>2</sup>

Several scholars applauded this shift. Charles Kerchner, author of *United Mind Workers*, challenged education unions to take control of the definition of quality and of the evaluation of learning. Thomas Kochan, an MIT labor scholar, also called for unions to go beyond a contractual focus on wages and worker protections to an emphasis on quality.<sup>3</sup>

This broader conception of union aims frames our analysis of instructional technology provisions in union contracts. Do these contracts reflect the quality concerns of the new unionism at a time when instructional technologies in delivering education are growing rapidly? We examined 339 collective bargaining agreements covering faculty, found in the 1997-98 NEA Higher Education Contract Analysis System (HECAS). The analysis notes the contractual treatment of distance education—learning where faculty members and students are in different locations. Distance education may provide greater educational opportunities, but managers can also use it to cut costs to the detriment of students, faculty, and educational quality.

Distance education is growing rapidly. In the fall of 1995, reports the National Center for Education Statistics (NCES), one-third of surveyed colleges and universities offered distance education courses; another 25 percent planned to offer these courses within three years.<sup>4</sup> Public colleges and universities—often unionized—were more likely to offer distance education: 58 percent and 62 percent of public two-year and four-year campuses vs. 2 percent and 12 percent of independent two-year and four-year campuses, respectively.<sup>5</sup>

State legislators are devoting increased attention to distance education. In a 1996 NEA study of state legislators, about 95 percent of education committee chairs expected to expand the use of electronic technology.<sup>6</sup> Their reasons: to address enrollment needs and to increase access. Institutional officials also cited access as the primary reason for expanding distance education.

Faculty members are active participants in the technology revolution. Virtually all respondents to a 1998 NEA survey of its members and leaders had access to a personal computer, E-mail, and the Internet on campus.<sup>7</sup> E-mail, the NEA survey found, is the most frequently used technology—two-thirds of responding faculty used E-mail to communicate with their students.

Almost one-third of the surveyed faculty members was involved in distance education. About 25 percent reported using distance learning in their teaching; almost 30 percent reported using a Web site designed for their course. The faculty most likely to use distance education included tenured faculty (28 percent), full professors (33 percent), faculty at universities with graduate programs (27 percent), and faculty at institutions with more than 10,000 students (31 percent).

Rapid expansion of distance education offers NEA and local associations an opportunity to establish guidelines that protect the interests of faculty and enhance the quality of education. Contract negotiators must deal with distance education, or others will decide the relevant issues to the disadvantage of faculty members and of education.

## THE CONTRACTS

What do HECAS collective bargaining agreements tell us about instructional technology? To what extent do provisions regarding instructional technology reflect the concerns of the new unionism? We first determined the number of contracts in the 1997-98 HECAS database that include relevant provisions, noting especially the proportion that reflect the new unionism. We then compared contracts in the 1994 and 1997-98 versions of HECAS along these dimensions.<sup>8</sup>

### 1997-98 Contractual Provisions

Contracts are beginning to reflect the

increased use of instructional technology. About 45 percent of the 339 contracts in the 1997-98 HECAS database included provisions on technology. Only 37 percent of the 212 contracts in the 1994 HECAS database included these provisions.<sup>9</sup>

Most contracts reflected a wage and protections approach. The most common type of clause addressed compensation. Most contracts in four-year institutions left the specifics of compensation to individual negotiation, though some contracts specified overload compensation. In two-year contracts, compensation ranged from a flat rate per course, to overload, to credit as part of a normal load, to, much less frequently, a percentage of student tuition.

#### E. Compensation for Alternative Methods of Instruction.

1. Video Course: College produced lecture video courses will be paid at the rate of 60 percent of the Oregon tuition rate charged per student per term. College produced lecture/lab courses will be paid at the rate of 70 percent of the Oregon tuition rate charged per student per term. ...

2. Live Broadcasts: For new text preparation, live broadcast instructors will receive workload credit at a rate of 1.5 times the normal credit for the class. For retaping of old text live broadcasts, an instructor will receive workload credit at a rate of 1.3 times the normal credit for the class. (Treasure Valley Community College)

Contracts often addressed assignment and load. Most contracts with technology provisions specified that teaching distance learning courses, though voluntary, may be treated as part of a normal assignment for compensation purposes. Some contracts gave bargaining unit members priority in telecourse or other types of distance education assignments.

This article establishes policies, procedures, and compensation guidelines for the preparation, presentation, transmission or retransmission of electronically purveyed instruction. A unit faculty member shall not be required to teach an electronically purveyed course, but unit

faculty members shall be given preference in the presentation and/or implementation of such courses. (Western Michigan University).

Many provisions addressed layoffs and the number of bargaining unit positions.

For the life of this contract, there will be no reduction in the number of employees and/or sections available to faculty on campus as a direct result of the college's participation in a distance learning program. (Fashion Institute of Technology, New York)

Emphasis on traditional concerns remains warranted, given managerial and legislative priorities and attitudes towards full-time faculty.

A smaller but significant number of contractual provisions spoke to quality, most often by specifying class size, but sometimes by addressing training. Some contracts required faculty training prior to offering a distance learning course; others provided workload credit or direct compensation for training or course preparation.

Additional workload credit or overload pay may also be granted for: a. the preparation of distance learning course material; and b. the periodic updating of the distance learning course material at regular intervals not to exceed three years; and c. training in the special skills and methods necessary for successful instruction in the distance learning environment. (Clackamas Community College, Oregon)

Some contracts called for negotiations if the use of technology increased faculty workload. Other contracts linked implementation of distance learning to future negotiations.

The Federation shall be advised of changes in the telecourse delivery system adopted by the District which result in work load increases. Such increases will be subject to negotiations between the Federation and the District. (Coast Community College District, California)

The Guild shall be advised of changes in the telecourse delivery system adopted by the District which shall result in work load increases. Such increases shall not be

implemented until negotiated between the Guild and the District. (Glendale Community College, California)

Clauses in 11 contracts—all at two-year colleges—called for the future study and/or negotiation when the college contemplated the use of instructional technology. Most clauses called for further study.

[W]ith respect to television courses given by bargaining unit members, a subcommittee composed of three individuals designated by the College and three individuals designated by the Federation shall be formed forthwith ... The committee shall meet and discuss the program and advise the respective bargaining teams of the College and Union regarding the committee members' thinking on such matters as credit for load (and whether work pertaining to the program should be done in load or on overload), class size considerations, course design, course materials and the like. ... The College and the Federation shall be bound by the final, complete recommendation of a majority of the committee. Until such recommendation or arbitration award is issued, the program shall be considered experimental. (Community College of Philadelphia)

The 1997-98 HECAS contracts remained closer to the old than the new unionism. But the percentage of contracts with any clauses that addressed instructional technology—wage and protection issues or training and quality concerns—did not match the aggressive pace at which public sector colleges and universities are using technology. Bargaining units must negotiate these issues, lest they find themselves without contractual protections.

## CHANGE OVER TIME

How do the technology provisions found in the 1994 and the 1997-98 HECAS databases compare? Are there differences between the contracts of the 127 colleges new to HECAS in 1997-98 and the contracts from previously included colleges? Among the colleges represented in 1994 and in 1997-98, are the more recent contracts more likely to reflect the new unionism?

The contracts of older and newly included institutions showed much the same focus. Instructional technology provisions in 1994 commonly addressed “old unionism” issues: pay, intellectual property, and layoff or displacement.<sup>10</sup> Training and quality issues went virtually unmentioned. So, too, for contracts of institutions new to the 1997-98 database. Many provisions provided key protections to current faculty by addressing pay, intellectual property, course assignment, and surveillance, though only a few spoke to displacement.

Provisions common to the 127 new contracts addressed the method of calculating load credit, identified maximum class sizes for courses using new technology, and limited the number of sites to which colleges could broadcast their courses. These provisions combined the “old” and “new” unionism: A concern for class size represented an interest in maintaining quality and in limiting the ability of management to increase workload and to reduce positions.

Some provisions in the contracts of institutions new to the 1997-98 HECAS database spoke mainly to quality issues, especially training and skills—a subject almost nonexistent in the 1994 database.

Distance Education. 1. The College and the Association acknowledge the importance of providing adequate technical support and training for distance education courses, thus maintaining the highest possible quality of instruction. (Westmoreland County Community College, Pennsylvania)

Utilizing instructional technology requires specific skills—a condition recognized by several provisions regarding the qualifications of faculty participating in distance education. Some contracts identified training and/or experience in using technology as a criterion for assignment. Other contracts counted the use of technology towards professional development credit. Still others addressed the quality of distance education—course approval processes or evaluation methods, for example.

In approving distance education courses, the following criteria shall be applicable: (a) course approval through the traditional academic process; (b) a qualified instructor; (c) use of suitable technology

as a substitute for the traditional classroom; (d) suitable opportunity for interaction between instructor and student; (e) suitable evaluation of student achievement by the instructor; and (f) integrity of the evaluation methods used. (University of Nebraska)

Several contracts addressed extra responsibilities associated with the use of instructional technology.

1. To help bridge the distance between instructor and learner, all Distance Education course instructors are required to have an interaction plan with students on file with the division dean. Possibilities for interaction activities include: a. one-hour orientation with students (required). b. telephone contact. c. on campus sessions as needed to assure course competencies. d. test review sessions (pre/post) or other means of communicating information to students (i.e., test reviews and test results with comments, to help students learn from their mistakes, mailed or presented over ITV). (Fox Valley Technical College, Wisconsin)

The contracts of institutions new to the 1997-98 database, like the contracts in the 1994 database, emphasized wages and protection. But these contracts reflected a slight increase in attention to quality, especially if one views new and additional faculty duties resulting in increased workload as part of this attention.

The technology provisions in 17 contracts for institutions found in both databases changed significantly between 1994 and 1997-98. The changed provisions in six contracts dealt with load, five addressed pay, and three each dealt with training and the establishment of a study group or taskforce to examine technology issues. Two provisions, each, addressed ownership and use, evaluation of faculty, and evaluation of the distance education program, and one provision dealt with course assignment.

The most important changes offered workload protections to faculty members. A few contracts—noting that using instructional technology involved a greater workload—called for more compensation for participating bargaining unit members.

Compensation, including recognition in

an employee's assignment or provisions for extra State compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning. (Florida State University System)

Faculty teaching on interactive distance learning will be compensated at the rate of \$250 per remote site for this increased workload. (Nebraska State Colleges)

Distance learning may involve significant increases in tasks such as class exchanges, conferences with students, and evaluation of student work. Therefore, a faculty member who teaches a distance-learning class shall receive an additional one-half of compensation associated with the distance-learning class for each 75 percent of student enrollment above the non-distance learning class size associated with that course. (Clackamas Community College, Oregon)

Other clauses called for assessing the effects of using instructional technology. These provisions—more important than clauses protecting workload and compensation from the standpoint of governance and curricular influence—called for evaluating the strategic choice to invest in and use technology in the delivery of education.

The purpose and objectives of the [Faculty Workload] Committee will be to: ... 2. evaluate the implementation of Article 20 on faculty workload at CSU institutions, and make recommendations to mitigate negative consequences, if any, of this workload policy, ... 4. evaluate and make recommendations on innovations in the delivery of education services that will increase student access to the CSU while maintaining high academic standards, 5. evaluate and make recommendations on forms of professional development for faculty designed to support the objectives stated in #4 ... (California State University)

The SCEA and the Board shall mutually agree during the first year of this contract to an evaluation process, that includes both students and faculty, of the interac-

tive distance learning program. (Nebraska State Colleges)

This provision from the 1995-97 Nebraska State Colleges contract was eliminated in the 1997-99 contract. The key provision of the 1997-99 contract addressed the assignment, training, logistical support, compensation, and use of faculty members. The provision, though significant, did not afford the faculty influence over program evaluation. The contract of one institution, new in the 1997-98 database, included a clause that gave faculty members significant input concerning the quality of instructional technology and of the curricula.

The charge of the Telecourse Committee is to promote the development of new telecourses, to monitor the academic quality of telecourses, and to make recommendations to the Dean of Liberal Arts and Sciences ... Representation consists of five faculty members appointed by the Association President, the Director of Learning Resources, the Dean of Career Education, and the Dean of Liberal Arts and Sciences. (South Suburban College, Illinois)

Are faculty members involved in the decision to use instructional technology? Seventeen contracts called for faculty consultation, review, or negotiation before the colleges may use instructional technology to deliver courses. The strongest clauses afforded faculty control over the decision and placed this control in the academic unit with substantive expertise in the content area covered by the course.

No credit-bearing courses taught by non-traditional methods (television, computer aided instruction, videotape lecture, or any other electronic or other media) will be offered without the approval of the department members involved in teaching in that subject area in consultation with the Department Chair. (Jackson Community College, Michigan)

Finally, do contracts assure that instructional technology will not change the configuration of the faculty workforce? Only a few contracts in the 1997-98 HECAS database protected the jobs of current faculty members and future positions.

Under no circumstances will audio or videotapes or computer programs be used to reduce the number of teaching positions existing at the College in May, 1988, exclusive of any one-semester only contracts ..." (Middlesex County College, New Jersey)

At stake is the continued centrality of full-time faculty in delivering education.

#### CONCLUSION: "NEW" AND "OLD" UNIONISM

Managers make several important claims for utilizing instructional technology. Over 70 percent of responding managers in colleges and universities currently offering distance education, notes the recent NCES survey on distance education, identified three goals as somewhat or very important: expanded access, reduced costs, and improved quality.<sup>11</sup> State policymakers concur, seeing instructional technology as a cost efficient way of delivering education to a wider range of students, and associating the use of technology with enhanced educational quality.

Technology, managers and policymakers agree, increases managerial flexibility and control over the curriculum and the process and product of faculty work, since control often falls outside the purview of established processes of academic review. Managers potentially gain greater control through increased monitoring and through the ownership and reuse of taped courses and materials. And, as in the private sector, technology can threaten current and future bargaining unit positions.

The threats technology poses for the professional position of faculty—"old unionism" issues, such as protecting the rights and positions of bargaining unit members, and "new unionism" issues, such as assuring quality—are found in existing clauses of faculty contracts—or in their absence. The HECAS contracts addressed these issues to some extent, but far from enough. Nearly half the agreements spoke to wage and protection issues surrounding the use of instructional technology—a proportion less than the percentage of public institutions using these technologies. Bargainers should negotiate "old unionism" issues surrounding instructional technology, since most faculty members lack needed basic protections.

The 1998 NEA survey of members and leaders found equally strong interest in the "new unionism," including preferences for consensus bargaining and for greater involvement in institutional governance.<sup>12</sup> Faculty members should accord centrality to the "new unionism" in their bargaining demands, since few existing contractual provisions address quality. Issues of cost, access, and quality fit the new unionism strategy of making employees central to determining matters of strategic choice and public interest. Faculty should hold managers and policymakers accountable for evaluating instructional technology. These evaluations should include substantial student and faculty participation. Claims of cost reductions require a comparison of the costs of distance education and traditional methods. Claims of increased access necessitate comparing the characteristics of students enrolling in technology-based and traditional courses. Claims that quality is maintained or enhanced through the use of technology require a review of the quality of distance courses and programs. These reviews should be ongoing, not one-time assessments.

The future of full-time faculty positions in course delivery is at stake. Too few contracts address the current or future configuration of the faculty workforce, not even the number of positions. Contracts must also recognize the newly created categories of employees that provide technical assistance, logistical support, and delivery systems and equipment maintenance. But the new unionism also means moving beyond protection to address the changing nature of work and the workforce and to provide contractual language ensuring faculty control over the new technologies.

#### NOTES

<sup>1</sup> Chase, 1997.

<sup>2</sup> Chase, 1998.

<sup>3</sup> Chase, Kerchner, and Kochan made these statements at the NEA 1998 Higher Education Conference. The conference theme was "On the Cutting Edge of Quality: The Power of Collective Action in Higher Education."

<sup>4</sup> National Center for Education Statistics, 1997.

<sup>5</sup> Institutional size was also important. Among institutions offering distance education courses, 76 per-

cent had enrollments of 10,000 or more; 16 percent had enrollments of 3,000 or less.

<sup>6</sup> Ruppert, 1996.

<sup>7</sup> Abacus Associates, 1998. About 70 percent of faculty also had a computer at home.

<sup>8</sup> A section of the bargaining chapter in the *NEA 1995 Almanac* addressed technology. Rhoades, 1998 analyzed the technology provisions of the 1994 HECAS contracts.

<sup>9</sup> Rhoades, 1998.

<sup>10</sup> Ibid.

<sup>11</sup> National Center for Education Statistics, 1997.

<sup>12</sup> Abacus Associates, 1998.

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