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Notes on the Same Side

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Cover Page Footnote

I would like to thank William Balzer (Bowling Green State University) and Tony Berringer (Florida International University) for sharing a panel at AAPA on the subject-matter of this essay. Geoff Nathan, John Vander Weg, and Louis Lessem (all of Wayne State University), and Daniel Julius (New Jersey City University) read drafts and gave me helpful feed-back. Any remaining errors or infelicities I accept for myself.

Notes on the Same Side

Margaret E. Winters¹

Introduction

Management-side contract administrators at universities and colleges are a rather close-knit group. We trade hints, pass on information, and serve as a wide-ranging support group for each other. Most of what we talk and write about, however, is, in some respects, rather one-sided. For many good reasons, our main preoccupation is how we interact with the union-side; after all, this is how our jobs are perceived by the wider community and, to a great extent, how we perceive them ourselves. In short, we are the face of the administration to the academic union(s) on campus.

There is, nevertheless, another aspect to the position. We represent, as well, the face of labor relations and the unions to the administrative side of the institution. While there exist academic studies and practical guides to negotiation and contract implementation, what has been said about how the contract administrator (CA)² interacts with the administrative side is often focused on notions of leadership and negotiation strategies. The present essay is intended to broaden the discussion by considering more widely the relationship between the administrative-side point person and others in the administration who occasionally pose challenges for the CA. The essay explores specific aspects of these interrelationships and suggests some ways they can be managed and even improved. Negotiations and contract implementation, day-to-day administration of contracts, and the handling of grievances, again with suggestions for dealing, throughout, with an administrative perspective are explored. Because the author's career was at large public universities, the perspective of the essay and many of the examples are drawn from that experience. That does not preclude, however, the universality of some of the observations because many of the points made apply to higher education labor relations in general.³

¹ Margaret E. Winters is former Provost and Professor Emerita of French and Linguistics at Wayne State University. She thanks William Balzer (Bowling Green State University) and Tony Berringer (Florida International University) for sharing a panel at AAPA on the subject-matter of this essay. Geoff Nathan, John Vander Weg, and Louis Lessem (all of Wayne State University), and Daniel Julius (New Jersey City University) read drafts and gave me helpful feed-back. Jeffrey Cross and an anonymous reviewer also provided feed-back and food for thought. Any remaining errors or infelicities I accept for myself.

² The abbreviation CA will be used throughout as a short form for contract administrator, which (see below) is not an official title at any institution that I am aware of.

³ One indication is that similar experiences and problems are discussed at national meetings where a range of institutions are represented.

The Players

The CA is the pivot in management-side relationships in collective bargaining. S/he, as will be laid out below, provides the day-to-day coordination with the union over contract implementation, grievances, and negotiations. Chairs and deans are the administrators who work most closely with the represented faculty and graduate students, while provosts and presidents are the policy- and decision-makers to whom CAs report either directly or indirectly. Finally, institutional board members are a more distant group, ultimately ratifying any new contract. Their interaction with labor relations depends largely on their general relationship with campus officers, the union, and the wider community on and off campus.

The Contract Administrator

The holder of the university position which has the most direct assignment in administering a labor contract with an academic union may have arrived at that position through a variety of pathways. S/he may be an Associate or Assistant Provost (even occasionally the Provost), (Associate or Assistant) Vice President, a Director, or a member of the Office of General Counsel. The reporting line varies as well, as do the necessary credentials of the position. CAs may report to the Provost or President, or, more rarely, may not be assigned inside Academic Affairs at all, reporting to the Office of Human Resources or Chief Counsel. Their credentials are usually consistent with where they report; CAs within Academic Affairs will most often have come up through faculty ranks, often serving as Chairs or in a Dean's office before taking this position. Others are lawyers or even trained in human resources (HR) with little or no direct experience in academic units. Those on the other side of the table, however, will chiefly be faculty or other representatives of the academic enterprise. It is for that reason that so many academic contract administrators are faculty members themselves; a deep understanding of faculty viewpoints is (or should be) an essential requirement for this position.

The core of the assignment probably shows less variation than do titles and reporting lines. The CA is charged with managing all academic contracts, by which is meant all labor contracts with academic unions, those representing faculty (full- and part-time), graduate students, and sometimes academic support personnel. Occasionally undergraduate students, working as student workers, may be unionized as well. The core tasks include negotiating new contracts and reopeners, implementing these contracts, and dealing with related matters like grievances and arbitrations.

Chairs, Department Heads, and Deans

It has often been said that the academic department chair is the most difficult administrative position in a college or university because, in many cases, the chair is elected (or nominated) from within the faculty in a department and has every intention of returning to the

faculty at the end of her/his administrative stint; the people the chair supervises were, continue to be (in many respects), and will again be, colleagues. Even chairs hired from outside the institution are generally expected to become faculty members at some point; this eventuality will necessarily color their relationship with those in the department.⁴

A further complication comes from the collective bargaining agreement (CBA). In some cases, chairs are represented. This brings them closer to the faculty and certainly brings about a governance structure where the chair is *primus/prima inter pares* 'the first among equals'. Issues may arise, however, in the relationship between the chair and those above in the academic hierarchy who are non-represented. Matters may become especially difficult when the chair is charged with carrying out a directive which will be unpopular with his/her faculty colleagues; s/he may wish to side with them if the directive is disputed, leading to potential confrontations with a dean or other person to whom the chair reports and at whose pleasure s/he serves.

On the other hand, a non-represented chair can be in a difficult position as well. It is hard on occasion to be an effective administrative leader, when a return to faculty is always at the back of one's mind. As a department member, the chair has often developed friendships with and possibly also antipathies to others which cannot help but color certain relationships as s/he becomes a member of the administration. Although chairing is often viewed more as heavy-duty service than as a distinctly different kind of position, it is the chair's responsibility to maintain a well-run department and, optimally, keep collegial peace among faculty and staff while representing the administration.

When the department leadership is held by a department head, the situation may be different. Heads are usually appointed to longer terms and are more clearly perceived as administration members. It is the case, however, that, like shorter-term chairs, they represent their departments to the deans, often as advocates for the faculty and must represent administrative policies and decisions to the faculty. Even without the expectation of returning to the faculty, they can be in a somewhat difficult position relative to collective bargaining which, by its nature, draws a clear line between those the union represents and the administration.

The normal role of the dean is to be decision-maker for the school or college. It is a well-defined leadership role which entails, traditionally, responsibility for faculty affairs, curricula, and programs. In recent years the dean has also become a fundraiser for the unit, spending a great deal of time with alumni and other donors, not just for scholarships, but also for buildings and ancillary programs like student theatre or arts groups.

Under collective bargaining, one of the greatest challenges for deans is that their decision-making authority is often limited by CBA provisions in ways which many of them view

⁴ Schools of Medicine are the exception. Becoming a chair is most often considered a promotion and the general expectation is that the chair will not return to faculty.

as diminishing their ability to shape their school/college as they desire. They are subject to grievances under most CBAs and are responsible for the professional actions and behavior of their staff and the chairs who report to them.

The relationship of the dean with the chairs may be difficult for precisely the reasons set out above, because the status of chairs as represented or not can play a role here. If the chairs are represented, they are, in a sense, across the table from the dean and yet usually serve at the dean's pleasure in carrying out their administrative duties. If they are non-represented, the relationship may be easier, although we must keep in mind occasions where the chair, non-represented or not, does not step out of his/her represented faculty mind-set in carrying out these duties.

Provosts and Presidents

While provosts and presidents may be called upon occasionally to interpret the contract or even to respond to grievances, their main roles in collective bargaining are usually more remote than those of chairs and deans. Because the CA, more often than not, reports to the provost, s/he assigns work to the CA and evaluates her/his performance. Even more important is the policy-level guidance which should come from the provost and president. This role is particularly important during negotiations, but there may be various occasions during the life of a contract when day-to-day implementation calls for consultation with someone above. If there are ambiguities which ride on policy interpretation, the CA will need to know the official university viewpoint, most often articulated, as it should be, by the highest levels of administration.

On the other hand, the CA is also a guide and teacher to the upper administration because s/he is steeped in labor relations and may be working with a provost or president who has little or no background in such matters. This instructional role calls for patience, tact, and an ability to explain often complex matters. Although this kind of explanatory discourse is more often experienced in communication with the union, the contract administrator is acting here as an instructor without, ideally, any of the edge that may enter in across-the-table discussions.

The CA has another official duty, that of being the communication conduit between the university and the union. The challenge here in many cases is that CAs must persuade the provost and president to work through them in interacting with the union leadership. In the culture of openness that (otherwise rightly) pervades higher education, it may be hard for the CA to persuade senior administrators that s/he is there to protect them from grievances and from inadvertently making promises which are not in the university's best interest. A case in point is the president who, in his/her state of the university address during a contract negotiation period, discusses potential raises for the faculty before they have been resolved or even negotiated at the table. While the president wants to show his/her open communication with the entire university community, s/he does not understand in this instance that the amount of the raise mentioned in

the communication will either be understood as a promise or as the amount the university has determined to implement, regardless of negotiations. There are instances when such a communication is interpreted as unfair bargaining and may result in the filing of an Unfair Labor Practice allegation, complicating ongoing negotiations.

To summarize, the CA may have a delicate set of tasks in both protecting the higher administration from direct attack from the union and in guiding these leaders in how not to expose themselves and the entire university through unintended promises. In order to be successful, s/he must have the trust of the higher administration; if this is the case, the guidance and warnings will be better understood (even if not always heeded).

The Board

Depending on the size and complexity of the college or university (and even more so for systems), the CA may never interact directly with members of the board. Whether or not this is the case, some communication is necessary, especially during negotiations, because the CA is negotiating at all times on behalf of the board. Because the contract with the faculty is normally the most crucial (and the most publicized) of all campus CBAs, the board should usually be kept up-to-date as to progress toward a finished contract; they will, in the end, often have to ratify the new contract and should not be surprised by its contents at that moment. It may be the case that the CA will provide progress reports directly to the board, either in person or in writing, or such reports may be delivered by the provost or president. To return to comments in the preceding section, this is yet another reason why the higher administration must be regularly informed about negotiations and must have the context to understand and be able to explain what has or has not been achieved at any given time.

Communication in the opposite direction, from the board to the CA, can be either helpful or problematic. Where the board members understand the role of the CA, they may offer advice (they have oversight function, after all) that can guide the administration side of negotiations. The union and its supporters may also try to bypass not only their official liaison to the administration, but also the provost and president, to plead their case directly to the board or to individual members. A complicating factor is how board members are chosen: those who are appointed tend to be more independent in this respect than elected members. Where they are elected, members may be thinking at any time about reelection and, for that, may depend on the endorsement of the union. In cases like these, if the entire board or individual members do not support the work of the administration, further difficulties may well occur in negotiations.

Support Units

Finally, the CA is in touch with other, non-academic, units of the university, some during active negotiations and some on a far more regular basis. Among these are the Office of the

General Counsel, HR, Institutional Research, and the Budget Office. At a unionized campus, these units are on call for data and consultation. During the period of preparation for negotiations and even when the teams are meeting, there may be a need for urgent information or, with a General Counsel in particular, for consultation. There are even occasions when a senior representative of one of these offices (normally not General Counsel) will come to the table or attend a hearing (grievance or arbitration) as an expert presenter or witness. It is up to the CA to know when to call on these experts, prepare them for the appearance, and make it clear how they should limit their presentations.

More broadly, the CA should develop a network of support within these units. S/he cannot be an expert on every aspect of the CBA, although a broad understanding of all articles is necessary. Benefits, for example, are often defined only partially, if at all, at the academic negotiation table and even those aspects which are negotiated there may present unexpected complexities in implementation. Another instance would be the assignment of negotiation topics to mandatory, permissive, and prohibited which is a nuanced legal matter and, particularly when disputed across the table, needs consultation with the Office of General Counsel. In sum, being able to call upon the relevant member of a well-established support network is always helpful and sometimes vital.

Problem Areas

Most of the interactions between the CA and the various administrators discussed above (chair, dean, provost, president, board) are often very positive. The CA (and I am assuming that s/he is well-informed, experienced, and has good interpersonal skills) is respected for his/her expertise and, often, admired for being willing to be the face of the administration to the union or unions. Problems arise, nonetheless, for a variety of reasons: ignorance, interference, and bias.

Ignorance

Lack of knowledge can take many forms. The most basic (and perhaps the most easily remedied) is the situation where a new administrator arrives at the university from a non-unionized campus and has no knowledge of, or experience with, labor relations. It behooves the CA to provide information and guidance to the newcomer, not only through explanations of the basics of collective bargaining and of the specific CBA, but also by making it very clear that s/he is available for guidance. Further, this orientation should include a strong message about caution, in public pronouncements and in private meetings with union leaders and individual members. This is, of course, particularly important around negotiations, but it is a warning that holds all the time. Underlying this message of caution is the possibility that the inexperienced higher administrator does not realize how little s/he knows. S/he may have had no experience at all, worked outside of academia with more traditional unions, or may have come from another

academic setting where the contract and surrounding culture are very different. It is inevitable that the newcomer to campus will try to transfer past experiences to this new one, either consciously or unconsciously. The CA has the added task then of being aware of the background of the newly arrived administrators in order to interpret her/his (mis)understanding of local circumstances.

With those promoted to administrative positions from within the university as well as with some newcomers, the issue is usually not total ignorance, but lack of direct experience. This may be because the new administrator has been in a union environment, but not directly involved. Another possibility is that s/he has moved from a represented position to one that is non-represented. The orientation will be different under these circumstances, not a matter of providing information, but rather guiding a shift in perspective. The role of the CA as guide and conduit to the union is, again, the most important lesson.

In any of these scenarios, the shift for administrators to being responsible for understanding and applying the CBA may cause both anxiety and frustration about unions and labor relations. The frustration can have multiple causes. Both for those new to collective bargaining and those who have taken on decision-making responsibilities, it is often difficult to accept that one is not a free agent. Not only are there the institutional policies, but the provisions of the CBA may not allow a dean, to cite one instance, to assign the member of one union to supervise members of another one (tenured faculty to supervise part-time faculty, for example). There may also be cases where the administrator is taken to task by the union over a personnel matter, where the administrator has acted in good faith and believes the union (and the represented member in question) are just being unfair.

Perhaps a stronger emotion than frustration is a feeling of anxiety about being responsible for understanding the contracts in one's area. And anxiety can lead to more errors in judgment, a disinclination to carry out duties even when they are called for in the contract (evaluation of faculty and graduate students, for example), and more errors. Again, the role of the CA as a guide (and as a person to whom one can express frustration and anxiety) is of great importance.

Interference

If ignorance can lead to avoidance (or impartial and reluctant acquisition of the basics), the opposite challenge for the CA would be dealing with the administrator who is sure of his/her knowledge of the contract and, in one way or another, interferes with the CA's work. One way in which this takes place is that an administrator (often a dean for reasons outlined above with respect to overall responsibility for a school or college) will insist on the importance of his/her own needs and not see where the unit in question fits into the larger college or university. Usually such lack of understanding (not at all necessarily from lack of knowledge) can often be quietly resolved through providing more context.

In some ways others who second-guess a table team or the speaker at a grievance hearing are more problematic. This may occur when someone who is not immediately involved in the day-to-day administration of the contract or the details of what happens at the bargaining table assumes that what is decided at a planning meeting will necessarily be what occurs. An example in point is a budget or HR specialist who provides data and, with all the good will in the world, includes the steps a bargaining team should take in moving from the initial offer to the goal. Unless one is at the table with the team, it is hard to predict what counteroffers may be made or even how they will be presented, but the CA may have to deal with hurt feelings or anger when this advice cannot be followed.

Personal Bias

The most difficult problems to overcome in those the CA works with are personal biases. They may be global, in that there is antipathy to the entire notion of academic unions or even a wider dislike of the labor movement. Knowledge will probably not cure this problem, but experience in planning and problem-solving may at least bring the administrator in question to an acceptance of the culture of the institution. If this is not a result, especially with the highest levels of administration and members of the board, the CA is faced with the task of balancing union rights under the contract with the direction such an administrator may want to take the campus. The term “shuttle diplomacy” comes to mind!

Finally, an administrator may have some sort of personal concerns, not against the union, but against some represented member (for example a faculty member whose case for tenure s/he has judged as unsatisfactory or a graduate student who is not meeting unit requirements for progress toward the degree). If that person is defended by the union, it is again the CA’s task to make sure that the university defense of a tenure refusal or loss of an assistantship is based in policy and can be defended. It is not helpful when the situation becomes tinged with accusations of discrimination or personal dislike.

The Work of the Contract Administrator

Rather than using the individual administrative roles outlined above as the focus in this section, we will look at the various major duties of the CA with the goal of considering the interactions s/he must have to fulfill them. They include: negotiations, day-to-day administration, and grievances as well as communication within the administrative side of the institution.

Negotiations

Although this task comes around only periodically, negotiation of a contract, be it new or a renewal, is the most salient assignment for the CA (whether as lead negotiator or as a key member of the university bargaining team). It entails a great deal of planning, both in advance

and as the negotiations take place, and a great deal of teamwork of various kinds. Some of the preliminary work may indeed be educational: workshops and meetings to make sure that all involved on the administration side understand the process and are ready to engage in it. There should be two principle outcomes: first, that deans and (non-represented) chairs have an opportunity to express their opinion as to what should be omitted or incorporated in the new contract. Secondly, this is an opportunity for the CA to reinforce the all-important principle that negotiation often means compromise and that the final contract will not have everything that is hoped for or even demanded at the onset of the process.

Similar discussions must occur with the provost and president, again to remind them of the nature of collective bargaining, but also to understand their desired outcomes and priorities. Their desires may be somewhat different from the wishes of deans and chairs and, especially on economic issues, will prevail if there are unresolvable contradictions. While the occasional report to academic administrators, especially deans, during negotiations is a courtesy, it is imperative to keep the president and provost up-to-date.

Finally, it often falls to the CA to pick and help prepare the negotiation team. Even here, however, it is wise to stay in regular consultation with the provost and/or president, and, where s/he has relevant experience, the Director of Human Resources and/or the Chief Legal Counsel.

The size of the team and the choice of members will depend in part on the goals of the administration and in part on what is anticipated from the union. If it is anticipated that only a small number of sections of a contract will be reopened, a small team may be all that is needed. For a new contract or one where there probably will be negotiation on a wide number of topics, a larger team is needed. Where the administration has specific goals, or anticipates some from the union, thought should be given to the specific experience and expertise of team members. With a part-time faculty union, for example, a chair from a department which employs many of them is always important. If, however, the union is asking for a change in the way members are evaluated, that chair should be from a unit where thought has already been given to this topic regardless of size; often the CA will know where the most admired and most problematic applications of an earlier evaluation process have occurred. Evolving from these careful selections can be the leadership of subcommittees formed by both sides of the table (whether interest-based bargaining is explicitly the process or not) to address specific topics.

Members of the team should not, however, be chosen solely for their specialized knowledge or as representatives of a particular unit or constituency. It is important that the CA be quite clear that all of them are indeed part of a collective as well. Theirs is always a dual role, to support the wider enterprise by their participation in planning, while at the same time to bring their own special knowledge and strengths to the negotiations, at the table and behind the scenes. The CA, therefore, must know clearly what each team member's knowledge, strengths and weaknesses may be. Supplemental training may be necessary, especially with inexperienced

members of the team, if they are going to make a presentation at the table. In those cases, the entire team should be involved in talking through the issues and helping in the preparation.

Orientation needs to be the beginning of team cohesion, particularly if members have not worked together before. Various guidelines must be defined, with emphasis on strict discipline at the table (for example, in most cases letting the lead negotiator/CA do the talking unless there is a specific need for other members of the team to lead a discussion) and quite a bit of relative freedom in the back room, especially if the table negotiations become tense. In that case, there is a need for letting off steam before the group processes how to deal with the tension. On the other hand, it is good practice to allow any member of the team to call for a caucus at any time, usually by passing a note to the lead negotiator. If this is abused (for example, during a moment when a difficult negotiation is finally coming to a compromise), more back-room explanation to the team is called for.

There are times when tension arises in the back room, rather than at the table. When conflicts occur among team members, they should be handled as soon as possible, because any hint that the team is not united may have consequences at the bargaining table. It is up to the lead negotiator/CA to understand the source of the conflict and to use his/her negotiation skills to resolve it. Often a brief discussion is all that is needed, especially if, in general, it is clear to everyone that all comments are welcome, including expressions of discomfort with the strategy being adopted for some given issue at the table. At other times, it is wise to review the data on which some bargaining stance is based. If one or another team member is unhappy about a directive from the higher administration (and the unhappiness is based on substantive reasons), an invitation to the provost or president to discuss the issue may be the correct solution. It is, to state the obvious, important not only that the team seem united face to face with the union, but that, even when there is disagreement, they are, in fact, a cohesive group, ready ultimately to accept decisions on direction and goals.

At the conclusion of the negotiations, team members can perform one more task, still as a group and under the organization of the CA. As those who were at the table and presumably best understand the genesis of the new contract and its language, they will be important in explaining it to fellow administrators. Here members of a mixed team (a chair and/or director with a dean or associate dean) can best help by representing their own constituencies in explaining the changes in the contract. A chair, for example, would be able to anticipate the reactions of fellow chairs and best able to talk about what implementation steps would involve them directly.

Grievances

It is clearly important that the CA work with university administration when the union files a grievance. These are, speaking generally, of two types, those against an individual and those alleging that the university is not in compliance with the CBA. Some of the necessary

response is the same whatever the type, in that CA must evaluate the grievance, even try to resolve it if it can be resolved (that is, when the institution or an individual can provide an acceptable remedy), and, if not, take whatever steps are necessary for a hearing. There is another classification as well, serious grievances and those termed “frivolous.” It is the CA’s task as well to decide whether or not to reject a request for a hearing when s/he believes the grievance itself has no merit; this can either be institutional or individual.

If the grievance is based on general university action (or inaction), the administrator may still be the sole respondent, most probably in consultation with others who do not appear at the hearing. If there is a specific individual to whom the grievance is addressed, the CA’s role is somewhat modified. The first step is to explain the grievance to the respondent and, often, to make the respondent know that the grievance is a union tool and should not be understood as a personal attack. To be clear, it may be such an attack, but both the CA and the respondent are well advised not to act on it based on that view; it is here that the problem of emotional responses to the union or to an individual on the part of the administrator must be handled by the CA. S/he will need to take the lead in preparing for the grievance hearing, coaching the respondent and any other participants on the administration side. If necessary, s/he will intervene to keep personal animus from the discussion during the hearing, both from the grievant and the respondent. The CA will usually propose potential solutions to the respondent, making it clear, as is the case in negotiations, where one stands firm and where a negotiated resolution or compromise is feasible. It is often the case that the respondent does not want any compromise at all and must be persuaded to accept one.

If the grievance is further pursued through arbitration, the CA’s role often shifts because, in many cases, university legal counsel becomes involved. The CA may serve, then, as liaison between the respondent and counsel, helping to prepare the case and, occasionally, speaking as a witness. S/he will, again, often have to explain the proceedings to the respondent; if anything, an arbitration hearing, because of its formality, is even more stressful than a grievance hearing for the respondent.

During grievance and arbitration proceedings, the CA is also responsible for keeping the higher administration informed and, at times, providing the same kinds of explanations about the process and the issues to the provost or president as s/he does for the respondent. Provosts and presidents are not exempt from animus, either against the union or even against the respondent, and must be coached, if possible, on how to avoid such reactions or, at least, how not to make them public. This is often an issue with administrators who are new to labor relations because they are new to a campus, but there may also be those new to administration who need to adjust to being, *ex officio*, on the other side of the table. There will be a further discussion of communication below.

Ongoing Administration

Negotiations, grievances, and arbitration hearings are arguably the more prominent aspects of a CA's assignment. They are occasional events, however, and in most months (or even years as far as negotiations are concerned) do not take up most of his/her time. Rather, the CA serves, ideally, as a conduit between the university and the union, and that in several ways. S/he is a resource person for other administrators in matters pertaining to the contract, with questions ranging from how one finds a given clause, through standard interpretation, to complex issues involving multiple policies and CBA provisions. All of this relies on the CA's communication skills and knowledge of the both the university (and particularly faculty) issues and of the contract and its history. One of the challenges for CAs is that many of them have wider assignments, including guiding the academic side of the university (faculty and administration) in hiring, evaluation and discipline, promotion, salary increase determination, benefits and leaves. Many of these topics may be addressed in the CBA, but not necessarily; the CA is very often also broadly involved in academic personnel and must be aware of (and communicate) what is a result of a wide number of policies beyond those in the CBA. In institutions where chairs (or other chief department leaders) are unionized, the CA must keep as clear separation as possible between guidance on the contract (the responsibility of the union vis-à-vis represented chairs) and guidance on other academic matters which may arise. Where the line is not clear, the CA may work with the union on advising the chair, if such collaboration is possible, or may simply ask the chair to consult with union officers in place of or in addition to consultation with him/her.

Union Actions

The union itself may or may not be a good partner. Although this essay has emphasized the role of the CA as a conduit for communication between union and administration (including the board), there is all too frequently a tendency for the union leadership to bypass this point person. For a variety of reasons, union leadership may wish to talk directly about many issues with the provost or president (as decision-maker) or even with board members. The impetus is, simply, the desire for a better outcome than the union expects from the CA, with a secondary goal of being able to demonstrate the union's clout to its members. Unless the higher administration members want to be shielded, there is not too much—beyond attempts at persuasion—that a CA can achieve in stemming this behavior. A compromise is to reach an agreement with the provost/president to let the CA know when such meetings have taken place and what was said; even more satisfactory is to know ahead of time and thus be able to be involved in preparation for the meeting. The CA can also gain insight into the thinking of the union (around negotiations or potential grievances), as a result.

Another situation that arises is that the union may turn to the media to broadcast its stance on negotiations or other issues. This is a particular problem in smaller towns, especially where a university is the main “industry” of the town and thus a major source of news for the region.⁵ In larger areas, there tends to be less interest in such topics unless something extraordinary, like a strike, comes up. When the union and administration are at the table, there are frequently ground rules which have been decided on; while the table committee may adhere to them, any union member can, of course, go to the media. There is less discussion about grievances and day-to-day issues, in part because less is communicated to those who are not directly involved.

Communication

The need for effective communication has arisen multiple times throughout this essay. In general, the rule is that the more members of the higher administration are aware of the CA’s work, the more they can support it, both in private through decision-making and counsel and in public through their statements to the university community. This holds particularly true for the provost because s/he is responsible, overall, for all aspects of academic affairs. As has been said above, it is a decision which varies from institution to institution as to the CA’s relationship with the board; in many universities and colleges the board receives its information from the president, while in others the CA may provide a report directly, especially about negotiations.

Communication, of course, goes in several directions. It is also the job of the CA to convey the university point of view to the union. In some cases, as was said above, this may be a difficult position for the CA if s/he believes that the university position is not in the institution’s best interests. S/he can argue against the position in the privacy of offices or at strictly administrative meetings; if s/he fails to convince the central administration, all s/he can do is speak publicly as directed.

In the case of unit administrators (chairs and deans), the CA has the task of providing all necessary information, where “necessity” may vary from case to case. For grievances and other individual issues, this is usually on a need-to-know basis, while for broader concerns it may take the form of an update (with discussion) for the council of deans or chair/senior staff meetings. In most cases the challenge is to provide information, gather opinions, and emphasize (always!) the need for discretion in discussing matters beyond the meeting itself. The end of negotiations is one such time for wider communication. While it is a good idea to provide a version of the new contract with tracked changes to the deans (and such auxiliary offices as payroll, HR, etc.), any comments on how contract provisions were negotiated should be made sparingly and in person rather than in writing.

⁵ This was my personal experience in one small university town where the union organized a letter-writing campaign against the administration (and in particular directly against me as the lead negotiator/CA) during the negotiation of their first contract.

Not all communication comes from the CA. S/he should keep as informed as possible about policy discussions taking place at the board, presidential, and vice-presidential levels which may have an impact on collective bargaining. This information is not necessarily easy to obtain because the CA is often not directly involved in these discussions. It is here again that the network of colleagues is so important; not only should the CA know whom to turn to among her/his peers and staff colleagues for expert guidance, but s/he should ideally work with a member of the upper administration (often provost, chief counsel, or both) closely enough to be kept informed of matters which may not at first seem relevant, but in the long-run have repercussions for the relationship between the administration and academic unions.

Closing Remarks

Summary

This essay has explored the various relationships between the CA and other members of the administration in higher education institutions where the faculty or other instructional personnel are unionized. There are some commonalities in these interactions regardless of the position of the other administrators: the CA is, at least officially, the conduit between the administration and the union. S/he is also the institutional expert on the content of the CBA and its implementation, and therefore provides guidance, information on precedents, and leadership for campus on matters pertaining to labor relations. These matters include negotiations, with the subsequent implementation of new articles or clauses in the CBA, leadership and support for respondents in grievances and arbitrations, and the day-to-day administration of the contract. S/he will provide orientation and training for those on his/her own side in matters related to labor relations.

Other aspects of the CA's relationship with his/her colleagues vary, in part depending on the roles of these colleagues. Chairs, first, may be represented or not and, if not, seek help in applying CBA terms to their department faculty and other instructional staff. In this respect, they have largely the same relationship with the CA as do deans; deans, however, often serve as advisors to the university when planning for negotiations takes place. Both chairs and deans are the most frequent target of grievances and turn to the CA for guidance in those situations. The central higher administration may also be oriented to labor relations by the CA, but, at many institutions, are not as likely to be at the negotiation table or subject to grievances. Their principle role, rather, lies in their decision-making authority; they provide guidance, especially on the economic side of contract negotiations and implementation. Their leadership in policies and public statements serve, importantly, to set the tone of union/administration relationships. The CA, as a result, serves a dual role, representing the union to the administration and serving often as spokesperson to the union on policies determined by the president and provost.

Little has been said in this essay about auxiliary units (auxiliary in the sense that they are outside of academic affairs but interact with the CA). Some are, to a great extent, resources; HR and payroll, for example, serve in this context to advise on crucial questions for the CA and those s/he represents. The Office of General Counsel has a somewhat different relationship, particularly if it has one or more labor law specialists among the staff. They are often sources of guidance, not only on legal issues (although those are the most salient), but also on other aspects of the union/administration relationship.

A Final Point: How Can a Contract Administrator Manage All This?

The basis for success as a good CA is two-fold: first, s/he must know the contract and the institution extremely well and second, s/he must have excellent communication skills. The first is rather easily acquired; one can learn the content of a contract, its basis in university policies and union desires (both often tied to the history of the institution), and where and how to implement any particular clause. The second necessity, communication, is not a single skill, but made up of several, interlocking areas of expertise. The CA must be an able negotiator, both for formal discussions at the table or at a grievance hearing, but also in the administration of the contract. These varied negotiations take not only a strong knowledge of data of all sorts, but also good judgment as to the tone of presentations and responses. These skills are significant in working with one's own side; knowledge of the contract, of all data, and of relevant university procedures is crucial. So is the ability to communicate with all levels of administration, understanding what each person does or does not know and what each administrator's role might be in guiding labor relations and collective bargaining. This is particularly crucial if the administrator may not be comfortable in a collective bargaining environment or has personal animosity toward unions. Decisions must still be made, and the communication skills of the CA are vital in maintaining a relationship which allows for smooth functioning even if there are basic philosophical differences.

The information, as was said above, can be learned—and should be learned quickly and thoroughly—by the CA. The further communication skills, needed to work with the union and with one's own side, can be developed through experience, but the CA should ideally possess a well-developed sense of how to interact with a variety of others, often acquired in the classroom and in department meetings because that is where many CAs start their careers as faculty members. The CA is involved with how to shape a message for a given recipient and to provide context so that appropriate decisions are made. Further, administrators should feel supported by the CA and come to understand the reality of working in a collective bargaining environment. It is here that the CA will excel in working with his/her own side.