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Academic Leadership (for Union Leaders and Administrators) in a Unionized Environment

National Center for the Study of Collective Bargaining in Higher Education and the Professions
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First and foremost, remember that you have the same constituency: the faculty. You may disagree about the best ways to serve that constituency, but no one ever accepted a position as a university administrator because they saw the faculty as the enemy. University administrators want to succeed, they want to make the universities they lead better than they found them, and they cannot succeed unless they do everything within their power to support the faculty’s work. The union and the administration are partners in advancing the institution, and the rest is just details.
ADVICE FOR ACADEMIC ADMINISTRATORS
CONTRACT NEGOTIATIONS

• Do not become involved in contract negotiations directly.

• Invest full authority in your chief negotiator; if you are uncomfortable doing so, keep looking for someone you trust.
CONTRACT NEGOTIATIONS, CONT’D

• Make sure your chief negotiator knows your goals, but leave as much latitude as possible in terms of how to achieve those goals.

• Have a good understanding about what level of consultation you expect from your chief negotiator.

• Don’t micro-manage the CB process.
AWAY FROM THE TABLE

• Have regular (maybe once a semester) meetings between administration and union leadership at which you do not discuss bargaining or grievances, but do discuss other matters of mutual interest (e.g., the state’s budget support).
• ADVICE FOR EVERYONE IN A CB RELATIONSHIP, WHETHER YOU ARE AT THE BARGAINING TABLE OR YOU ARE THE PERSON WHOSE APPROVAL YOUR RESPECTIVE CHIEF NEGOTIATORS HAVE TO SECURE IN ORDER TO MOVE FORWARD
TRUST

• Trust is essential. It must be earned and, once lost, is almost impossible to regain. Do what you say you will do. If you build up a reservoir of trust and good will, you can get through the inevitable rough times. You may even get to the point where, e.g., the union wants something in the contract, the administration says we can’t put it in the contract but trust us, the union will actually believe it, and it will happen as promised.
PATIENCE

• Patience may or may not be a virtue, but it is essential to CB. CB is a process, it’s a lengthy process, and it will not end, no matter how badly you want it to, until everyone feels they have been fully heard and had every opportunity to argue their position. Even if you don’t feel patient, act patient.
OPEN-MINDEDNESS

• Be open-minded. Listen carefully. No matter how certain you may be of your position, the other side may surprise you with an idea or an approach you had not thought of. Admit the possibility that you may change your mind. I have been surprised myself several times at the bargaining table. Being amenable to rational argument is as important in the CB process as it is in your respective academic disciplines.
RESPECT

• No matter how frustrating the process may be, how strongly-held your opinions, or how off-base you may think the other party’s position, always engage in respectful argument. Taking the time to explain why you disagree is always better than dismissing a proposal with an adjective.
COMPROMISE

• Be willing to compromise. “You don’t always get what you want....”
PRAGMATISM

• This is closely related to compromise. Sometimes you may not want to agree to something the other party has proposed because you think it’s a bad idea, but not because it would necessarily have any negative effect on any aspect of the university’s operation. Think carefully about how important your position is to you. It’s sometimes important to rise above your principles.
FLEXIBILITY

• The CBA is a legal document, and your chief negotiators will obsess about getting every detail exactly right. But once that is done, loosen up a little.

• For university presidents, that means that if the union uncovers something that has happened that you all agree shouldn’t have, your contract administrator should have the authority to fix it even if the CBA doesn’t require that anything be done.

• And for union leaders, that means that if the administration proposes something you think would be in the best interests of the institution, even if it is prohibited by the CBA, you should work out a way to get it done.
SHARING

• Share information regularly

• Share credit. It’s not a competition. Faculty members will be more content if they think their union and their university’s administration are working together in their interests than if they work in an atmosphere of constant bickering and mistrust.
AN EXPERIMENT

• Imagine that your university, in order to make up for losses in state support, has decided to increase student enrollment and maintain the current level of faculty. This will inevitably mean the average teaching/faculty member will increase. So now what?
RESULTS

• Was your first thought to ask what the CBA says about teaching load?
• Was your first thought to say this is a unilateral change in terms and conditions of employment and the union must fight it?
• Was your first thought to ask whether there are other things the university could do to weather the downturn in state support and whether those options have been exhausted?
RESULTS, CONT’D

• Did you ever get to the point where you asked how this could work and how to address the concerns of faculty members?

• If so, what kinds of solutions did you consider?