

Managing Presidential/Faculty Contract Relations

July 23, 2018

AACC Presidents Academy Summer Institute

Bill Scroggins, President/CEO

Mt. San Antonio College, Walnut, California

Abstract

Faculty contract relations are both a challenge and an opportunity for a college president. Whether in a union or non-union environment, a strong working relationship between the college president and faculty contract representatives is essential. This presentation will focus on positive aspects of such a partnership to effectively manage issues including personnel, workload, compensation, benefits, discipline, and professional behavior. Examples of strategies, administrative teamwork, handling difficult situations, and levels of presidential leadership and involvement will be shared and discussed—salted with real world experiences of the presenter.

Advantages of a Strong, Well-Crafted Faculty Union Contract

A strong, well-crafted contract defines the relationship between employer and employee in a fair and equitable manner.

Examples:

Contact hours for full assignment match required time and effort for faculty: lecture, lab, activity, noncredit, etc.

Building schedules and assigning faculty to courses are management rights, but the impacts of these actions are negotiable, e.g., number of days on campus each week and avoiding split time assignments on a given day.

Evaluation works best when defined as a mutually beneficial process—faculty do not want incompetent colleagues either.

Pre-discipline and Discipline language should be avoided where addressed in federal law and in states where statutes define rights and processes—note that case law refines these laws. Include language calling for identifying and solving problems early and mutually.

Grievance processes should be clear and effective. As the relevant contract language is implemented, keep track of the need for improvements in future negotiations. Include an informal process that can resolve issues without filing a grievance.

Legal Basis Rank Order of Contracts is: Constitution→Statutes→Regulations→Contracts→Board Policy→Administrative Procedures so Contracts trump Board Policy.

Contracts define Scope of Hours/Wages/Working Conditions (Union) distinguished from Academic and Professional Matters (Faculty Senate) BUT address where they intersect/work together.

Examples: Academic Calendar, Online Education, Hiring, Professional Development.

Getting There: Positive Relations Between President/Chancellor and Faculty Union Leaders

Establishing Your Union Code

Have open, honest, transparent, and affirming meetings with union leaders on a regular basis and then follow through on items discussed at these meetings.

Set aside your past history and personal beliefs about unionism.

Your code must emphasize the positives of union representation.

Recognize union leaders as part of your leadership team to solve thorny issues like personnel matters.

Take every opportunity to affirm the value of union contracts and the important contributions that union leaders make.

Transparency means sharing information with union leaders as you would with faculty senate leaders—everything excluding confidential matters

Use the Labor Contract as a Governance Tool

Read all contracts thoroughly.

Discuss with your senior staff the contract language and any lingering issues—plus their take on how well the contracts are being implemented.

Meet with the representatives on the management bargaining teams and have the same discussion as with senior staff.

Train middle managers on the implementation of labor contracts.

Provide regular updates to governing board members on labor relations—remember that union leaders talk to them regularly.

In your one-on-one meetings with governing board members, discuss labor relations to get a sense of where they stand on unions.

Bargaining Contracts

Your positive union code extends to the bargaining table

Interest Based Bargaining (IBB) is an outstanding practice that:

Diffuses acrimony,

Gets to the heart of issues,

Establishes the basis of agreement on those issues before discussion of contract language, and

Creates a collaborative rather than adversarial bargaining atmosphere.

Your role can be that of a negotiator or that of a guide:

As a negotiator—

Positives: You have more control, decisions can be made right at the table, you reinforce your positive relationship with union leaders, and you gain a much better understanding of the contract language AND its intent.

Negatives: Negotiations can be very time consuming, the IBB process takes experience for you to learn how to facilitate the process, and you may not see direct negotiations as part of your leadership philosophy.

As a guide—

Positives: You still set management priorities and standards, you meet with the management chief negotiator (not a lawyer but rather one of your middle managers), and you are not investing as much time in negotiations.

Negatives—You may spend as much time working with your chief negotiator as doing it yourself, you have less contact with the process—and union leaders, and you will not understand contract language as deeply.

Unsolicited Advice

Personnel Issues

Most serious personnel issues intersect with state and federal laws—and are extended by case law. You must have 1) at least a working understanding of these laws and 2) advice of a competent labor law attorney. However, remember that this is still advice. You make the decision.

Work with your middle managers as well as using your positive relationship with union leaders to detect personnel issues as early as possible.

Balance business necessity (e.g., faculty actually working productively) with the human condition (e.g., a positive workplace environment promotes productive work). Finding the humane solution also sends a message to the faculty that you are supportive.

Examples: faculty injured in a car crash struggling to teach upon return to the classroom; a senior faculty with poor evaluation late in his career and nearing retirement; a department co-chair with an underperforming colleague as the other co-chair and a tough dean who has not looked at their work separately.

Workload

Workload is a typical contract item, e.g., weekly credit lecture load of 15 hours. However, class size is an issue. Low class size mandates mean high employee cost to produce funded student contact hours—so be cautious. For example, you might give a financial bonus for large class sizes—double or just by increasing student count—that is mutually beneficial to faculty (pay) and the college (reimbursement.)

Compensation

Compensation includes salary and benefits—health, sick leave, vacation, retirement, etc. So consider total compensation when negotiating. Example 1: Overgenerous retirement health benefits can break a district. Example 2: Very low college contribution to health benefit premiums result in poor faculty recruitment—or even resignations when discovered by newly hired faculty.

Discipline

Assure that the evaluation process and standards are particularly rigorous for probationary faculty seeking tenure. Support vigorous peer faculty review of such faculty and termination when standards are not met.

Once, tenured, utilize primarily statutory and regulatory standards and processes to handle egregious situations such as sexual harassment or incompetence.

Professional Behavior

Include objective, observable, measurable professional behavior requirements in the contract. Examples are turning in grades on time and meeting class starting and ending times each day. Leave other types of behavioral problems to legal discipline standards. Of, course, this leaves quite a gulf between being late to class and sexually harassing a student. The faculty evaluation process can help, but really has little teeth for tenured faculty. Use tools such as professional development and right of assignment.

Contract Negotiations

Conclude each IBB issue resolution with a Tentative Agreement signed by both chief negotiators. Include in the TA agreed upon “intent language” that addresses future readers of the contract about how the negotiators interpreted the language they wrote. Note that this is common practice in writing legislation.

Make use of Memoranda of Understanding and Side Letters.

MOUs can be signed in between periods of active discussion at the negotiating table and are intended to become part of the contract at the next period of negotiations—and are thus written to conform to contract language standards.

Side letters can be signed to address specific, short-term circumstances in which both parties agree to a solution for that circumstance that is either not addressed in the contract or is a temporary exception to the contract.

A resource for future reading is my monograph entitled “The College CEO Position-Advice for the New CEO” ([link](https://www.ccleague.org/sites/default/files/publications/pdf/advice_for_new_ceo_report.pdf)) published by the Community College League of California. https://www.ccleague.org/sites/default/files/publications/pdf/advice_for_new_ceo_report.pdf