



EMPLOYEE AND LABOR RELATIONS
STUDENT WORKBOOK

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SOCIETY FOR HUMAN
RESOURCE MANAGEMENT

Collective Bargaining
in College Dorms

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Introduction

This case promotes learning about the labor relations process in the United States. The case follows the actual efforts of undergraduate resident assistants (RAs) at the University of Massachusetts Amherst (UMass Amherst) who sought to be represented by the United Auto Workers union for collective bargaining purposes.

Throughout the case, you are given opportunities to analyze management actions and offer recommendations. Thus, the case reinforces understanding of core labor relations concepts and offers opportunities for analysis of decisions made by actual participants in the labor relations process.

U.S. employees have the right to form labor unions and engage in collective bargaining with their employers over wages and working conditions. These rights became institutionalized with passage of the Wagner Act in 1935 (now known as the National Labor Relations Act, or the NLRA). This law was developed, in part, by three key underlying assumptions (Holley, Jennings & Wolters, 2009):

1. There is an inherent conflict of interest between employers and employees in a free-enterprise economic system because both want to advance their own self-interests. At the same time, employers and employees share a common interest in the success of the organization. Thus, the employment relationship is a mixed-motive relationship consisting of conflicting and common interests.
2. Employees in a free and democratic society have a right to independently pursue their employment interests and may choose to pursue their interests on an individual basis or by joining together.
3. Employees are at a bargaining-power disadvantage relative to their employers, and collective bargaining offers employees a way to create a greater balance of power in the employment relationship.

The NLRA is not applicable to public-sector workers, however, because public-sector workers at the federal, state and local levels are not considered “employees” under the act. Collective bargaining rights for federal government employees were granted in the early 1960s and then solidified with passage of the 1978 Civil Service Reform Act. Meanwhile, collective bargaining rights for state and local government employees are covered under state law.

There is wide variation among states regarding the collective bargaining rights of public-sector workers. In about half the states (e.g., Massachusetts and Ohio), nearly all public employees have the right to engage in collective bargaining. In about a dozen other states (including Maryland and Texas), collective bargaining rights are limited to certain occupational groups. Several states have no laws protecting public employees' collective bargaining activities, while two states (North Carolina and Virginia) prohibit collective bargaining for state and local public employees (Budd, 2010).

In contrast to the private sector, public-sector employees engaging in collective bargaining are often limited in terms of the right to strike, constrained regarding permissible bargaining topics and encouraged to use some form of interest arbitration to settle disputes. While these differences are important, many state laws incorporate rules and processes that parallel those outlined in the NLRA. Indeed, the NLRA was often used as the model for state-level collective bargaining laws. Therefore, while this case is based on events involving public-sector workers in Massachusetts, many of the labor-management processes for Massachusetts public employees emulate those found in the private sector.

CASE OVERVIEW

This case will help you better understand the three phases of the labor relations process:

- Phase one focuses on the rights, responsibilities and actions of union and management representatives regarding union selection, the representation campaign and the certification election.
- Phase two examines the bargaining activities associated with the negotiation of a collective bargaining agreement.
- Phase three focuses on contract administration, which primarily deals with the interpretation and application of the collective bargaining agreement (Holley, Jennings & Wolters, 2009).

You will learn about the actual efforts of undergraduate student resident assistants (RAs) at the University of Massachusetts at Amherst (UMass Amherst), who wanted to be represented by a union for collective bargaining purposes. The RAs tried to organize under Massachusetts law (modeled after the NLRA) governing public employees.

At the beginning of the case, you find Flynn Oberond, director of human resources at Sofie College (a fictitious college), keenly interested in the events at UMass Amherst because of concerns about similar actions occurring at Sofie College. After reading the events documented in this essay, Oberond (and readers) will be asked to offer recommendations to others interested in the labor relations implications of the case. You will have an advantage over Oberond because you will be given study questions to guide your reading and enhance your understanding. A list of abbreviations is included at the end of the case.

LEARNING OBJECTIVES

At the conclusion of this case, you should have a better understanding of:

- The factors that can lead to employee interest in unionization.
- The process of union organizing, union tactics and the various reactions of management when facing union activity.
- Labor law by comparing the similarities and differences of public- and private-sector collective bargaining regulations.
- The way various stakeholders (students, faculty, the media, other unions and other universities) can affect the labor relations process.
- The bargaining process and its outcomes.

REQUIRED LEARNING MATERIALS

This student workbook and assigned reading from the instructor.

ADDITIONAL RESOURCES

The following materials may help you develop a deeper understanding of various aspects of the case and can be a resource for further investigation of the topics covered in the case.

Budd, J. W. (2008). *Labor relations: Striking a balance* (3rd ed.). New York, NY: McGraw-Hill Irwin, pp. 135-142, 187-228.

Holley, W. H., Jennings, K. M., & Wolters, R. S. (2009). *The labor relations process* (9th ed.). Mason, OH: South-Western Cengage Learning, pp. 5-32, 117-237, 569-618.

Katz, H. C., Kochan, T. A., & Colvin, A. J. S. (2008). *An introduction to collective bargaining & industrial relations* (4th ed.). Boston: McGraw-Hill, pp. 345-374.

The following videos are about the RA union activity at UMass Amherst:

- Brian Oelberg. (Poster). UMass arrests 35 in RA sit-in for union recognition [Video]. (2002, April 29) Retrieved from www.archive.org/details/UMassRAArrests.
- Brian Oelberg. (Poster). UMass RAs rally and march for union recognition [Video]. (2002, May 2) Retrieved from www.archive.org/details/UMassRASprotest6May02.
- Papercityfilms. (Poster). UMass RA Union March in Boston [Video]. (2007, January 12). Retrieved from www.youtube.com/watch?v=vQO2TwuxF6k.

PART I

The outcome of the March 2002 election on the UMass Amherst campus was historic. Undergraduate students elected to form the first undergraduate student/employee union in the country. To many union supporters the election was more than a means to advance the employment interests of undergraduate RAs at UMass Amherst; it meant that a larger movement for union representation of undergraduate students/employees could launch at other colleges. While administrators at the university were anxious about the election outcome, administrators from colleges across the country were interested in the implications of the election for their own institutions.

Flynn Oberond, the director of human resources at Sofie College, was keenly interested in the events at UMass Amherst, as were other key administrative leaders at Sofie College. Given Oberond's role as director of human resources, many in the administration looked to him as an expert in these matters. Could what happened at UMass Amherst occur at Sofie College? To answer this question, Oberond needed to understand the pivotal events that occurred on the campus. Based on those events, what information and recommendations could Oberond share with the administrative leaders at Sofie College?

UMASS AMHERST

UMass Amherst was founded in 1863 as the Massachusetts Agricultural College on 310 acres with 56 students (UMass Amherst, 2010e). Since its inception, the university experienced tremendous growth. By 2000, the campus encompassed 1,450 acres in western Massachusetts, about 90 miles from Boston. More than 24,000 students were enrolled in the university from 2000 to 2002 (UMass Amherst, 2006).

ORGANIZATIONAL STRUCTURE

UMass Amherst—with a strong national and international reputation—is the pre-eminent campus of the University of Massachusetts system (other campuses are located in Boston, Dartmouth, Lowell and Worcester). The board of trustees and president have authority over the operation of all five campuses. Each campus has a chancellor who reports to the president. The chancellor serves as the chief executive officer of the campus (Board of Trustees, 2002). David Scott served as chancellor from 1993 to 2001. After he stepped down, Marcellette Williams was appointed to serve as interim chancellor from 2001 to 2002. Her successor, John Lombardi, served from 2002 to 2007 (Office of the Chancellor, 2010). Exhibit A provides an abbreviated organizational chart for the university. As shown in Exhibit A, the

UMass Amherst Office of Housing Services reported to the Vice Chancellor for Student Affairs and Campus Life.

Between 2000 and 2002, Housing Services provided on-campus housing to more than 11,000 students. Residence Life, a department within Housing Services, had responsibility for all aspects of the student's experience in the residence halls. There were 41 residence halls grouped into four residential areas supervised by area directors (ADs). The residence halls were divided further into 23 clusters with resident directors (RDs) supervising the staff and office operations. There also were 32 graduate student assistant resident directors (ARDs) who reported to and assisted the RDs and co-supervised RAs (Board of Trustees, 2002).

From 2000 to 2002, Housing Services employed about 200 undergraduate security receptionists who were selected, trained and supervised by the UMass Amherst public safety department. About 150 undergraduate clerical workers, hired by Residence Life, worked in the cluster offices. Finally, there were approximately 360 RAs and six community development assistants (CDAs) reporting to Residence Life (Board of Trustees, 2002).

THE RAS AND CDAS JOBS

RAs are undergraduate students who live on a floor in a residence hall for a minimum of two semesters. The major responsibilities and duties of RAs can be broken into eight areas:

1. *Community building*: Developing community through discussions of floor living guidelines and the code of student conduct; documenting violations of the code; integrating new students; conducting meetings; serving as a role model.
2. *Resource and referral agent*: Communicating information about the university, dormitory events and regulations.
3. *Crisis intervention*: Responding to crisis situations and following protocols.
4. *Administrative duties*: Assisting in opening and closing the residence hall; assisting with student check-in and check-out processes.
5. *Staff meetings and coverage*: Attending staff, ARD/RD meetings; adhering to night, weekend and on-call coverage schedules.
6. *Training*: Participating in required training programs.
7. *Performance appraisals*: Attending bi-monthly, mid-year and end-of-year evaluation meetings with ARDs and/or RDs.
8. *General*: Being conscientious regarding availability; adhering to substance abuse and alcohol policies (UMass Amherst, 2010d).

In 2002, applicants for an RA position had to be enrolled in a degree-granting program; have lived in a residence hall for at least one semester; be free of judicial sanctions; and have a 2.4 grade point average (GPA). After meeting these criteria, applicants were selected through a multi-step process culminating in an interview with Residence Life staff (Board of Trustees, 2002). A 2.2 GPA was required to maintain the position.

Once hired, RAs were required to sign a job description and an RA Memo of Understanding (MOU). The MOU outlined the terms and conditions of the position including compensation, work hours, GPA standards and several other requirements.

The 2010 RA MOU stated:

“I, indicate by my signature below and by my signature on the attached Resident Assistant Job Description, my acceptance of the RA position and my acceptance of the following conditions of employment:.... I agree to abide by any and all regulations of the Personnel Office, Student Employment and Financial Aid Office regarding employment; including the requirement that I am enrolled in a degree-granting program and carry a minimum of six credits (UMass Amherst, 2010c).”

An RA who had worked for at least two semesters, was enrolled in a degree-granting program, had maintained a 2.2 GPA and was free of university judicial sanctions could be considered for a CDA position. The CDA acted as a mentor to RAs in activities such as programming, the use of campus resources and assisting RAs in units where there were problems. CDA compensation and other work-related requirements were identical to those of RAs (Board of Trustees, 2002).

HUMAN RESOURCE POLICIES FOR RAS AND CDAS

RAs and CDAs were required to arrive on campus several days before the beginning of the fall and spring semesters for mandatory training and building preparation. The position required about a 20-hour-per-week time commitment. As shown in Exhibit B, RAs' and CDAs' compensation in 2001-2002 included a stipend of \$1,710 for the academic year, a waiver of the double-room residence hall fee and a waiver of telecom and Wellness Center fees. Federal and state income taxes were deducted from their weekly paychecks (Board of Trustees, 2002).

RDs maintained personnel files for RAs and CDAs and were considered their direct supervisors. RDs and ARDs often met with RAs and CDAs to review performance. RAs and CDAs who violated disciplinary guidelines were subject to a progressive disciplinary procedure.

Progressive discipline refers to increasingly severe penalties (e.g., oral warnings, written warnings, suspension and discharge) corresponding to repeated offenses committed by an employee. It indicates the seriousness of repeated rule infractions and provides the opportunity to correct behavior before being discharged. Certain offenses (e.g., assaulting a co-worker) may be so serious that discharge is required, making corrective action inappropriate (Holley et al., 2009, pp. 534-542).

In the 2000-2001 academic year, 15 RAs were either terminated, suspended or not rehired due to infractions ranging from excessive absence from required meetings, serving alcohol to minors, illegal use of alcohol and drugs, and theft.

RAs and CDAs could elect to continue in the position. Residence Life typically rehired them unless there was a performance problem, they failed to maintain a sufficient GPA, or they had a judicial sanction (Board of Trustees, 2002).

Case Questions:

- 1. This case is set in college dorms where RAs work. Does your college or university have dorms? Are they staffed with RAs or a position similar to RAs?*
- 2. Would you consider the RA position to be a job? Does this mean that RAs are employees of the university, or are they students? Why do you think that might be important?*

COLLECTIVE BARGAINING ON THE UMASS AMHERST CAMPUS

Public employees in Massachusetts (except police officers) were granted the right to join unions and to present proposals to public employers in 1958 (Commonwealth of Massachusetts, 2010). The law permitted public employees to join unions and allowed unions to present proposals to employers. There was no obligation, however, for public employers to engage in bargaining with these public employee unions. As a result, only a few unions were active at the UMass Amherst campus.

Collective bargaining rights for public employees were significantly enhanced by passage of Massachusetts General Law (MGL) in 1973, which granted full collective bargaining rights to most state and municipal employees. The law gave most public employees at the state, county and municipal levels the right to form, join or participate in unions; to bargain collectively over terms and conditions of employment; to engage in other concerted activities for mutual aid and protection; and to refrain from participating in any or all of those activities (Commonwealth of Massachusetts, 2010).

Collective bargaining allows organized groups of workers and their employers to resolve conflicting interests and to pursue agreement over common interests (Katz et al., 2008, p. 478). It is the process in which unions and employers negotiate contracts defining the terms and conditions of employment (Stewart & Brown, 2009, p. 513).

After this law passed, union representation grew significantly among various occupational groups on the university campus. The University Staff Association began representing nonexempt administrative, clerical and technical employees (University Staff Association, 2010). The American Federation of State, County and Municipal Employees (AFSCME) union represented the skilled trades, grounds, custodial, housing and food services employees (AFSCME Local 1776, 2010). In 1976, full-time and part-time faculty and librarians voted to be represented by the Massachusetts Society of Professors (Society of Professors, 2010). That same year,

the International Brotherhood of Police Officers began to represent UMass Amherst campus police. Later, the Professional Staff Union organized the exempt and nonexempt staff into two bargaining units. The exempt staff unit included academic coordinators, registrars, assistant deans of students and other exempt staff positions, and the nonexempt staff unit included the custodial area supervisor, head baker, snack bar manager and a variety of other nonexempt supervisory employees.

In 1991, the university recognized the Graduate Employee Organization (GEO), an affiliate of the United Auto Workers (UAW) Local 2322, as the collective bargaining representative for a variety of graduate student positions including teaching assistants, research assistants and ARDs. In 2002, GEO represented about 2,500 graduate student employees (Board of Trustees, 2002).

UMass Amherst now had a workforce that was predominantly unionized and a climate where unionization and collective bargaining were common aspects of university life. Lisa Giddons, a student development specialist whose job involved hiring and training RAs, described the climate for union organizing on campus this way: “I think that UMass in general has been pretty supportive of unions. A lot of institutions don’t have union faculty or union staff. Not many have graduate student unions either. When you have an environment that’s pretty supportive, you’re more likely to try to improve your conditions [through union representation], improve your standing” (Martignetti, 2001).

Case Questions:

- 1. Why didn’t employees at UMass Amherst engage in collective bargaining after passage of the NLRA in 1935? Why did the passage of the Massachusetts General Law in 1973 have such a big effect on union organizing at UMass Amherst?*
- 2. What role does labor law play in encouraging or discouraging unionization?*
- 3. Do you think teaching assistants should be considered employees?*
- 4. Do you think management’s reaction to employee interest in unionization differs if the employer already has a high union density among other employee groups?*

RA UNREST

The RA job can be extremely gratifying, like when leading a group of residents through a successful social or educational program or when providing support to a resident seeking counseling or mentoring. At the same time, the position can be disconcerting, like when an RA finds shaving cream or a threatening note left on his door by disgruntled residents. Likewise, it can be hard to deal with drunken residents or disentangle disciplinary issues involving peers.

Some of these challenges were highlighted in a fall 2000 paper distributed by Gregory Essopos, an undergraduate student who had been an RA for three years. In the paper, Essopos noted that the 50-percent turnover rate among RAs at UMass Amherst was a sign that there were problems with the RA position. Essopos said,

“If workers are happy with their jobs, there is no need to unionize.... It is clear, however, that in this situation workers are not happy, and it’s time to do something about that” (Abel, 2001). Shortly after the paper was distributed, two RAs were terminated by Residence Life staff for student code-of-conduct violations. Some RAs called the firings questionable and arbitrary. For the same offense for which the RAs were fired, a resident could be given a written warning, whereas an RA could be terminated and consequently lose housing benefits. One frustrated RA said, “It started to occur to a lot of us that we had less rights than our residents. It was wrong and it was time to act” (Abel, 2001).

Some of these issues and concerns were raised with the resident assistant council (RAC). The RAC was composed of RAs appointed by Residence Life staff. The RAC provided a forum for RAs to give feedback to Housing Services and Residence Life administrators on issues related to the RA position and residential living (UMass Amherst, 2010b). At the first fall 2000 meeting of the RAC, there was discussion about the need for a union to represent RAs and considerable disagreement about the benefits of a union to address RA concerns. A major concern raised during the meeting centered on the need to create a fairer RA disciplinary grievance procedure (UAW Local 2322, 2010). As one RA said, “RAs want a discipline system that is just and fair...We don’t have the judicial processes that the residents have; if an RA breaks a rule, they are automatically fired” (Loconte, 2001).

The RAC formed a grievance subcommittee to develop a proposal for an RA grievance procedure. Later in the fall, the subcommittee presented its proposal for a formal grievance mechanism with an appeals procedure to RAC and Residence Life managers. Residence Life representatives rejected the proposal claiming that it was not necessary and that RA behavior should be held to a higher standard than resident behavior. Subcommittee members were deeply disappointed and frustrated by the reaction to the proposal (UAW Local 2322, 2010).

Grievance procedure: A grievance is a complaint filed by employees who believe they have been unfairly treated. A grievance procedure is often a multi-step process that usually begins with less formal complaint resolution activities (e.g., the employee meets with an immediate supervisor to resolve the grievance) and moves on to more formal resolution activities (e.g., a review of the complaint and final determination of the merits of the grievance by higher-level managers, a peer panel or by a neutral third party). For more information regarding grievance procedures, see Holley et al., 2009, pp. 420-447.

FROM UNREST TO UNION ORGANIZING

In February 2001 two RAs who were members of the grievance subcommittee contacted the GEO, an affiliate of UAW Local 2322, regarding the possibility of organizing an RA union. The GEO already represented graduate teaching and research assistants, as well as ARDs. With the support of the GEO and UAW, an RA

organizing committee was formed. Twelve RAs attended the first meeting of the committee (UAW Local 2322, 2010).

Tim Scott, a UAW Local 2322 union organizer, said the RA complaints were consistent with those of other workers: they wanted “dignity and respect on the job” (Loconte, 2001). Several RAs remarked about the respect issue. “We’ve tried so much to improve our conditions and we’ve been rebuffed,” said one RA. “We aren’t going to be objectified and treated as throw-away employees anymore” (Martignetti, 2001). Another RA said, “This is about having a voice. Being an RA is a really demanding job. Forming a union will get us respect” (Noble, 2002). There also was concern that the existing grievance mechanism was controlled by Residence Life administrators and lacked consistency and fairness.

RAs had financial concerns as well. They were being paid about \$140 a week, with \$90 taken out for housing costs. This left a salary of about \$50 for 20 hours of work a week. The Massachusetts minimum wage at the time was \$6.75 an hour; RAs calculated they were being paid only \$2.50 per hour. This left many RAs feeling underpaid, believing they were on-call 24 hours a day and working more than 20 hours per week. “A lot of us have just become disgusted with our working conditions,” said one RA. “We are sick of questionable firings, a vague contract and working for less than minimum wage” (Abel, 2001). While acknowledging the housing benefit they received, many RAs felt that the money for room and board was not an adequate benefit. They wanted more money in their paychecks (Loconte, 2001).

Through March 2001 the RA organizing committee met weekly and gathered support from a growing number of RAs. During this time, they also obtained RA signatures on a petition declaring their intention to be represented by UAW Local 2322 for the purposes of collective bargaining. UMass Amherst Housing Services and Residence Life were unaware of the extent to which RAs were engaged in an organizing drive. However, on April 4, 2001, the university became aware of the union organizing drive when RAs announced the formation of an RA union at the Martin Luther King Jr. Day rally held on campus (UAW Local 2322, 2010).

Under Massachusetts law, there are two ways for an employee organization (union) to become the exclusive bargaining representative. One option is “voluntary recognition.” Under voluntary recognition, the public employer (in this case, the university) recognizes an employee organization (UAW Local 2322) designated by a majority (evidenced by signatures on authorization cards or petition) of the employees (RAs and CDAs) as the exclusive representative of the employees for the purpose of collective bargaining.

The second, more common, way is through a representation election. The Massachusetts Labor Relations Commission (MLRC) is authorized to direct a secret-ballot election to determine the exclusive representative whenever an employee organization has obtained the consent of at least 30 percent of the affected employees (Commonwealth of Massachusetts, 2010). In other words, at least 30 percent of RAs and CDAs must sign a petition or authorization card declaring

their intention to be represented by the UAW before the MLRC will schedule an election. If the MLRC schedules an election, an employee organization “wins” a representation election by receiving a majority of the votes cast in the election (50 percent plus one). When an employee organization receives a majority of the votes cast in the election, the MLRC certifies the employee organization as the exclusive collective bargaining representative in the bargaining unit (Commonwealth of Massachusetts, 2010).

In early April 2001, RAs supporting union representation delivered to the UMass Amherst Office of the Associate Provost a petition containing a majority of RA and CDA signatures seeking voluntary union recognition. The administration declined to accept voluntary recognition (UAW Local 2322, 2010). The university’s position was quite clear. As Chancellor Scott stated, “Undergraduates at the university are clearly students. The administration does not support the effort to unionize and will follow established procedures expressing our position on the petition for recognition” (Abel, 2001). Shortly after Scott’s statement was issued, the UAW filed a petition for an election with the MLRC seeking to be certified as the exclusive bargaining representative for RAs and CDAs employed by the university (Board of Trustees, 2002).

The degree of angst and job dissatisfaction expressed by several of the RAs who supported unionization was, in the minds of some, overdone. Director of University Housing Michael Gilbert said, “[RA union supporters are] definitely putting a twist on the issues.... The reality is that twice as many students applied to be an RA than slots that were available.... In the past two years, 13 RAs were fired out of 700 and they all had a right to appeal the termination” (Abel, 2001).

An RA who did not support the unionization effort echoed Gilbert’s comment: “I think that the conditions are very good and we do get a free double-single on campus. We get respect from the ADs, the ARD and the UMass police department.... I don’t think it’s necessary to have an RA union on campus. It would cause chaos and disagreement. There would be too much turmoil and everyone would have a different view. Nothing would get done” (Martignetti, 2001).

Another RA agreed: “I think [union representation for RAs is] a bad idea and I think they’re going to have to face the consequences later. I don’t think that this is a union-appropriate situation. It’s going to change the culture of Residence Life” (Campbell, 2002, March 6). Still another RA questioned the efficacy of the RA union, saying, “Unions were created to prevent employees from being taken advantage of.... Is it really necessary in a university setting?” (Craven, 2002).

Case Questions:

- 1. What are the key factors that led some RAs to have interest in union representation? Do you think that RAs have legitimate job-related concerns, or are the RA complaints overstated?*
- 2. Do the RAs opposed to unionization have legitimate concerns? How could unionization change the culture of Residence Life?*

3. *How does the law regarding union recognition for public employees in Massachusetts compare with the NLRA rules regarding union recognition for private-sector employees?*

STUDENTS, EMPLOYEES OR BOTH?

In June 2001 the university filed a motion with the MLRC to dismiss the petition for a certification election on the basis that Massachusetts collective bargaining law did not require collective bargaining between a university and undergraduates who performed services by virtue of their status as students. Between June and July of 2001, the MLRC conducted hearings where the university and the union presented testimony and documentary evidence (Board of Trustees, 2002). The major contested issue centered on RAs' dual student/employee status.

According to Massachusetts law, the term "employee" or "public employee" is defined "as any person in the executive or judicial branch of a government unit employed by a public employer with certain specified exceptions" (Commonwealth of Massachusetts, 2010). Those exceptions include elected and appointed officials; members of any board or commission; representatives of any public employer (including heads, directors and executive and administrative officers of departments or agencies of any public employer) and other managerial or confidential employees; members of the militia or national guard; MLRC employees; and officers and employees within the departments of the state secretary, state treasurer, state auditor and attorney general.

During the hearing, the university expressed concern about the appropriateness of students engaging in collective bargaining. In particular, university officials noted the problems engaging in collective bargaining with the GEO (which represented graduate teaching and research assistants), because the GEO often focused on academic matters rather than employment-related matters. For example, a graduate student filed a grievance because s/he was not rehired as a graduate assistant for the following year. It turned out the graduate student was not rehired due to unsatisfactory academic progress. According to the university, the GEO had too often inappropriately raised academic-related issues in the labor-relations process rather than employment-related issues. The university believed that similar conflicts regarding academic matters would occur if RAs engaged in collective bargaining (Board of Trustees, 2002).

On January 18, 2002, the MLRC determined that RAs and CDAs had the legal right to organize and engage in collective bargaining. The MLRC directed that a secret-ballot election be held on March 5, 2002, to determine if RAs and CDAs desired representation by UAW Local 2322 (UAW Local 2322, 2010). RAs and CDAs on the university's payroll for the payroll period ending January 18, 2002, and who, between January 18, 2002, and March 5, 2002, had not quit or been terminated for cause were eligible to vote in the election. The university was directed

to provide a list of eligible voters based on payroll data to the MLRC, which would be shared with UAW Local 2322 (Board of Trustees, 2002).

An excerpt from the MLRC decision:

“The question before the commission is whether the dual student/employee status of RAs/CDAs, should, as a matter of policy, preclude the commission from granting them collective bargaining rights. ... It is well established that dual student/employee status does not bar students who work at the same institution that employs them from exercising collective bargaining rights. ... Although RAs and CDAs are only eligible to apply for and continue in their position by virtue of maintaining particular academic and disciplinary standards, we do not find that bargaining with those positions would inevitably intrude into the university’s managerial prerogatives over matters of academic policy, financial aid and campus management. ... the actual work performed by the RAs and CDAs is not primarily educational and therefore not tied in with their student status as the university contends. RAs and CDAs do not receive academic credit for their work, nor do they ... have any formal academic responsibilities. ... The only discrete academic aspect of the RA position is the minimum GPA requirement. If the university wished to shield that or other academic matters from collective bargaining, it could do so through the collective bargaining process, which does not compel either party to agree to a proposal or make concessions while engaged in collective bargaining. ... Most of the concerns the university raises turn largely on speculation over what the union might seek to achieve in collective bargaining. ... In conclusion, where the university requires the RAs and CDAs to sign employment contracts and job descriptions, has prepared comprehensive RA and residence life staff manuals containing detailed terms and conditions of employment, evaluates those employees at least three times a year... imposes no formal academic requirements on the position. ... The fact that one must be a student to obtain and maintain employment does not vitiate the student’s legitimate interests in his or her terms and conditions of employment, particularly where, as here, the vast majority of those terms and conditions are totally divorced from the student’s academic endeavors. Thus, we find that the policies of the law would be effectuated by granting collective bargaining rights to the university’s RAs and CDAs” (Board of Trustees, 2002).

The MLRC also determined that RAs and CDAs at the university belonged in the same bargaining unit rather than in separate bargaining units or in bargaining units that would include RAs and CDAs from the other University of Massachusetts campuses. The MLRC determined that RAs and CDAs on the Amherst campus shared a unique community of interest based on sharing virtually identical terms and conditions of employment (Board of Trustees, 2002).

Case Questions:

1. *Why did the MLRC determine that RAs and CDAs were employees? Do you agree with the MLRC decision? Why? Why not?*

2. *The MLRC decided RAs and CDAs belonged in the same bargaining unit. Identify reasons why it would not be appropriate to include undergraduate security receptionists, undergraduate clerical workers or graduate teaching assistants in the same bargaining unit as RAs and CDAs.*
3. *If the MLRC had decided undergraduate clerical workers working for Residence Life should be included in the same bargaining unit as RAs and CDAs, what implications would this have for the union recognition process in this case?*
4. *Should RAs at other University of Massachusetts campuses be included in the same bargaining unit as the RAs on the Amherst campus?*

THE CERTIFICATION ELECTION CAMPAIGN

Union supporters were thrilled by the MLRC decision. UAW Local 2322 President Shaw said, “We’re really excited. This is a new vanguard for the employees. RAs begged for changes. ... Now management will be forced to make changes” (Craven, 2002).

The university was disappointed with the ruling. A spokesperson for the university said, “It’s not at all clear what to do right now. ... It will be a long, laborious procedure that will take several years. ... Most administrations across the country would be opposed to undergraduates joining a union. ... They are students first and foremost” (Craven, 2002).

On February 14, 2002, Interim Chancellor Williams sent a letter to RAs and CDAs encouraging them to reject unionization. Williams wrote, “Unionization is particularly incompatible with your position as a student leader and role model in the residence halls. ... Collective bargaining with an outside entity will, in my view, inevitably collide with core educational and administrative decisions” (Anonymous, 2002a).

Williams went on to write, “The university simply cannot and will not bargain with an outside union about these core decisions. ... The university does not look at your activities as a ‘job.’ ... We look at you as holding a position of leadership that arises from and is directly tied to your accomplishments as a student” (Abel, 2002). Williams indicated that the university would use all “appropriate and legal and administrative steps” to preserve the current role of RAs (Anonymous, 2002b).

The Boston Globe reported that university officials hinted that the current RA program could be eliminated given the drastic budget cuts confronting the university coupled with the prospect of RA unionization. The university had been experiencing ongoing state funding reductions since the fall of 2001 (Fitzgibbons, 2001). The paper reported that university officials had discussed an option to offer students in the hotel and restaurant management program the RA positions for academic credit. Another option would require a much smaller number of full-time supervisory RAs who were not undergraduate students to take over a scaled-down program. The director of housing services said, “With collective bargaining, there’s no guarantee that they would maintain their current benefits. There’s a range of

possible outcomes; some could be hurtful to RAs. We think RAs need to be alerted to these possibilities.” When asked whether the 30-year-old RA program could be scrapped, he said, “It may be” (Abel, 2002).

Some union supporters interpreted these options as threats. James Shaw of the UAW said, “They’re trying to coerce RAs with threats. It’s no different than owners of a factory who threaten to close down and move to Mexico if their employees unionize.” One RA who supported unionization said, “I think what they are saying is kind of silly. These are just threats and people see through it. RAs are smarter than that.” Another union supporter said, “They’re trying to intimidate RAs. ... They’re trying to divide the RAs. But they’re not succeeding.”

However, some RAs were becoming concerned. One RA said, “With all the university’s financial problems right now, it’s just opening the job up to too many risks. I don’t think there’s anything to gain from joining the union” (Abel, 2002).

On February 25, just a week before the representation election, an editorial titled “Dorms Aren’t Factories” appeared in the *Boston Herald* supporting the university’s position about the efficacy and appropriateness of union representation for RAs. James Shaw, from UAW Local 2322, wrote an editorial to the paper in response. Excerpts from both letters are shown in the boxes below.

“A week from tomorrow, some undergraduates at the University of Massachusetts in Amherst vote on whether to be represented by a union in their jobs at the university. A union is just not right for these students, and the university’s opposition to the organizing effort is well-grounded. ... Resident assistants must maintain a certain grade-point average; but grades and academic performance standards cannot be subject to union grievance procedures. Resident assistants must try to enforce university housing policies, and those policies can’t be—certainly ought not to be—matters for the union’s grievance committee. Something a resident assistant does or may be required to do could be the first step in student disciplinary proceedings; this too is quite inappropriate for union grievances. A dorm is not an auto assembly plant. All in all, unionizing this group of students is a bad idea” (“Dorms aren’t factories,” 2002 Feb. 25).

“A *Boston Herald* editorial recently criticized a union effort among some undergraduate students at UMass-Amherst (“Dorms aren’t factories,” Feb. 25). ... But the underlying assumption ... that unions are appropriate only for workers in traditional blue-collar settings—is flawed. About 15,000 student employees—including 2,400 at UMass-Amherst—already belong to the UAW. ... The classroom isn’t a factory but student employees were still able to significantly improve their pay, benefits and working conditions by going to the bargaining table as unionized employees. Workers in all professions belong to unions. For these RAs, this campaign is about improving their jobs—which most of them love—by forming a union that legally empowers them to bring their concerns to the bargaining table” (Shaw, 2002).

The week before the election, Interim Chancellor Williams and Vice Chancellor of Student Affairs Cevallos met with RAs and CDAs to discuss the vote on unionization. Williams apologized for a comment in her letter, stating that she didn't consider the RA position a job. Williams said, "I have since heard from several of you who were offended by that statement. In re-reading my letter, I understand why you reacted that way. ... What you do is clearly of great importance ... but you do so not just by 'working,' but also by serving as a leader among your peers, as an advisor to your peers and as a role model for other students." An RA said to Williams, "We tried talking to you before, why should we believe you will listen to us now?" (Campbell, 2002 February 28). Several RAs raised concerns about mandatory staff meetings where RAs were given reasons to not support unionization. Cevallos acknowledged these activities: "This is a campaign. The union has every right to do whatever they can to get their message out. We have every right to do whatever is necessary to get our message out" (Campbell, 2002, February 28).

After the meeting, James Shaw said, "People are saying—hey we want a union; it's our choice to have a union. It was the university that tried to block the RAs from having that choice with the legal case they presented" (Campbell, 2002 February 28). As one RA said, "We're not grubbing for money. ... If it was greed, I would have quit this job and worked in town at Chili's." Another RA said, "If the people I work for don't treat me with respect, it trickles down. When you are courted as an RA, you're told they need special people and that you're someone special—and then it changes. We're just commodities" (Helman & Abel, 2002).

Case Questions:

1. *Were the university and union election campaign activities effective?*
2. *What role did the media play in the election campaign? Is media accuracy important?*
3. *Given the information you know at this point in the case, what do you think will be the outcome of the election? Why?*

PART II

ELECTION OUTCOME AND REACTIONS

On March 5, 2002, RAs and CDAs at UMass Amherst voted 138-88 to be represented by Local 2322 of the UAW (Campbell, 2002, March 6). While there were about 360 RAs eligible to vote, 238 ballots were cast. Twelve of those ballots were challenged during the voting process and were not reviewed or counted since they would not have altered the election outcome (Noble, 2002).

Several RAs who had invested significant time supporting the unionization effort were elated at the election outcome. An RA who had worked hard for the union campaign said, “Today is the proudest day of my life so far. We’ve been with this thing for, like, a year and a half, and finally we see its completion. It feels incredible that we actually did this.” Another RA expressed how personally important the whole process had been: “I think that for the first time in my life something I believed in from the start was the right thing to do. We worked hard on it, and it came true. I knew this was the right thing to do, and I feel like those things have been validated” (Campbell, 2002, March 6).

At the same time, RAs not in favor union representation were disappointed in the election outcome. As one RA said, “It’s disappointing. I think it’s going to create a very adversarial relationship on a campus where there is already not a great relationship between administration and students” (Campbell, 2002, March 6). Another RA, who had voted against the union, was concerned RAs would lose voice rather than gain voice through collective bargaining. She said, “[Unionization] is giving their voices to someone else” (Abel & Helman, 2002, March 6). Still other RAs expressed concern regarding ill feelings carrying over beyond the election. Some foresaw a split between RAs who voted for and those who voted against the union that could carry over into RA activities and events (Abel & Helman, 2002, March 6).

Union officials were pleased with the election outcome. “We’re very excited, and we feel as though the RAs have spoken that they want a union once again, like they did when they signed the original petition,” said Tim Scott, a union organizer. James Shaw said of the outcome: “This is a group of workers who want to make a change in their jobs and they went about a legal process to do that. We are going to the bargaining table and make those important changes. The RAs will elect their representatives to the bargaining table, we create proposals, those proposals will be reviewed by the membership-at-large for ratification, and then we sit down with the university” (Campbell, 2002, March 6).

Meanwhile, university officials were troubled by the election results. Vice Chancellor of Student Affairs Cevallos said, “I think the vote showed that a lot of people are

actually not in favor of a union; 88 votes is a significant number. We'll take a few days to assess the situation and think about it then we'll decide what the next steps are going to be" (Campbell, 2002, March 6). Another university spokesperson said, "The administration continues to believe that this was the wrong application of the law and will continue to pursue any means available, legal and administrative, to get this reversed. Collective bargaining laws were not meant to apply to undergraduates" (Noble, 2002).

Case Questions:

- 1. The election results showed that 138 RAs and CDAs supported union representation, and 88 voted against union representation. What should be done for those RAs who voted against union representation? Are their rights being violated?*
- 2. What if the vote had been 138 against union representation and 88 votes in favor of union representation? If this were true, what should be done for RAs who voted for union representation? Is your answer here consistent with your answer to the previous question?*
- 3. What do you see as the university's options at this point in the case? What would you recommend? Why?*

BARGAINING IN GOOD FAITH?

In late March 2002, a letter was sent from Associate Provost Susan Pearson to UAW Local 2322 President James Shaw stating: "We believe that the decision of the MLRC that led to its certification of this bargaining unit represents a misapplication of the relevant state statute. We, therefore, consistent with applicable procedures ... decline to enter into any negotiations on this matter" (Campbell, 2002, March 27). The university stood by its argument that RAs were primarily students, not employees, and that labor law was not intended to cover undergraduate students. The university wanted to take its objections to the Massachusetts state courts and chose not to bargain with the union until the issue was resolved through those processes (Brown, 2002, May 1).

James Shaw responded to the letter with the following statement: "Administrators at the University of Massachusetts Amherst have said they will break the law and refuse to negotiate with the newly formed union of student resident assistants. ... We are disappointed that university administrators consider themselves above the law. We renew our demand that UMass respect the decision of the MLRC and more importantly of the RAs themselves and come to the bargaining table" (Campbell, 2002, March 27). Shaw added, "Once workers vote in favor of the union, the employer has to sit down and bargain. ... That's the law" (Anonymous, 2002c).

RAs who supported unionization were discouraged by the news. One union advocate said, "A lot of us are kind of disheartened, not that it happened, but that the university is undermining the democratic process. They are not challenging the vote; they are challenging our right to vote, and that is a little more insidious." Another RA said, "We had hoped that we could build a relationship of mutual

respect by sitting down and bargaining a contract together. Unfortunately, it looks like we will have to continue our struggle for recognition by reaching out to the community. We have earned our right to a union by working hard and winning a democratic union election, and we have no intention of giving up” (Campbell, 2002, March 27).

By this time, the conflict between the RAs and university officials was receiving widespread media attention. In a column that appeared in the editorial section of *The Washington Post*, Lance Compa, an international labor law scholar at Cornell University, accused the university of violating human rights. Compa said, “Before they are students or employees, teaching assistants and resident assistants are persons. International human rights law upholds their right to: look to one another for support, form their own organizations, choose their own leaders and advocate their own interests through bargaining. ...When many U.S. universities call for human rights and labor rights for workers in foreign countries producing goods with the school’s logo, they should also show equal concern for the rights of their own employees” (Compa, 2002).

Case Questions:

1. What does it mean to “bargain in good faith”?
2. How can the union respond to the university’s stance at this point?
3. Does the university face a public relations dilemma? Has the university contributed to the dilemma?

CHARGES, PUBLIC CAMPAIGN, PROTESTS

Because of the university’s refusal to bargain, the UAW filed an unfair labor practice charge with the MLRC. While the MLRC reviewed the charge, the university announced that any MLRC ruling would be appealed to the state courts (Helman, 2002, April 30). At the same time, union supporters began a public campaign to pressure the university to recognize and bargain with the union. They set up mock bargaining tables outside of the main administration building on campus to embarrass university officials and to symbolically show the RAs’ eagerness and the university’s unwillingness to negotiate. In addition, they picketed in front of the associate provost’s home and placed a mock bargaining table in the street outside her home (Lamothe, 2002, May 9).

On the morning of April 8, more than two dozen union activists marched into Interim Chancellor Williams’ office and demanded to speak with her. After being told that she was away on business in Boston, the protestors sat down in her office suite, chanted pro-union slogans, read aloud the Massachusetts General Law regarding employee rights to collective bargaining and employer obligations to bargain in good faith, and *The Washington Post* column written by Compa. The protestors were told that if they did not leave, public safety would be called, and they could be arrested. A protestor responded by saying, “The university is breaking the law. ... They’re not acting with integrity.” Another RA said, “We have done

everything legal up to this point. We're here because the university feels that it doesn't have to play by the rules. We're not going to stand by and let UMass break the law" (Campbell, 2002, April 9).

The protestors left William's office but moved to other buildings on campus. Finally, the protestors went to the offices of the vice chancellor for student affairs and demanded to speak to Vice Chancellor Cevallos. Within minutes, the acting chief of police and two uniformed officers arrived on the scene. The protestors quickly dispersed. One protesting RA said, "This was just a warning shot" (Campbell, 2002, April 9).

Not all students were supportive of the protests. A columnist for the school newspaper criticized the RAs' actions: "You see, I never really liked the idea of the RA union. ... Still, despite my opposition to the RA union, I had to hand it to them. They had won the fight fair and square. ... So it blew my mind when I heard that they had gone off and pulled a stunt like this. ... You see, the RAs' point was that UMass was breaking the law by not bargaining with them after they'd been certified, and that UMass was playing the union-buster by trying to appeal the decision. ... They accused UMass of breaking the law, and because that's a terrible thing, they could only respond by breaking the law. ... Where's the logic?" (Schulze, 2002, April 11).

In the April 26, 2002, issue of *The Chronicle of Higher Education*, the most popular and widely read source of news, commentary and job listings for university faculty and administrators, Interim Chancellor Williams wrote an article reiterating the university's position regarding the RA union. Williams wrote, "The University of Massachusetts plans to seek judicial review of the finding by the Massachusetts Labor Relations Commission that undergraduates appointed by the university as resident assistants in the dormitories are eligible to unionize" (Williams, 2002).

In the article, Williams identified three major concerns:

1. While the university had collegial and cooperative relations with other labor unions, the relationship with the UAW (the same union that sought to represent the RAs), which represented graduate student assistants, had been contentious. "Our interactions have been fraught with significant difficulties that we have not experienced with other unions," Williams wrote. "Those difficulties have included contentious negotiations; the union's insistence on bargaining over non-employment and social issues ... that are not proper subjects for bargaining; and a disproportionate number of grievances."
2. Negotiating with students was inappropriate. "Negotiating with students at any level is fraught with what I call 'status dissonance'—the inherently illogical fit between student status and collective bargaining," Williams wrote. "That dissonance is manifested in one of the most serious challenges we have experienced with our union of graduate student assistants: separating academic from employment issues. ... I fear that their [RA] unionization would inevitably lead to demands that we bargain over matters that are entirely inappropriate

subjects for union negotiations, such as financial aid, academic status, student conduct and discipline, and dormitory conditions and regulations.”

3. The employment status of RAs was intertwined with their academic status, since RAs were selected based on their academic success (2.4 GPA hiring requirement), student-leadership abilities, potential as role models and the need to maintain a 2.2 GPA. Williams wrote, “I don’t believe Massachusetts public-employee collective bargaining law was ever intended to apply to such individuals” (Williams, 2002).

Wrote Williams: “It is a dangerous mistake to accede to the UAW’s attempt to characterize their efforts as nothing more than employment. And surely, the experience should not be subject to the vagaries of an election among 360 students, 34 percent of whom did not vote, 24 percent voted against the union and approximately 50 percent of whom will graduate this spring, long before this dispute will be over. Only by refusing to bargain, and then raising before the MLRC and the Massachusetts courts the question of whether a bargaining unit of undergraduates is appropriate, can we challenge this misapplication of the state public-employee collective bargaining statute. We plan to do so because the unionization of undergraduates is incompatible with our responsibility to provide a high-quality educational experience, irreconcilable with our responsibility for sound management of the campus, and extraordinarily bad public policy. And yes, because it does not make sense” (Williams, 2002).

On April 29, 2002, three days after the publication of Williams’ article, university police arrested 35 union supporters in protests throughout the campus. The protests began with a rally at 12:30 p.m. on the steps of the student union, where about 75 protestors proceeded to march to the main administration building chanting that the university was violating the law by refusing to bargain. From there, about 15 activists, including several RAs, members of the GEO and other campus organizations, and individuals from other colleges, occupied the Vice Chancellor for Student Affairs Cevallos’ offices. Cevallos read the university’s picketing code to the protestors, which stated that students had a right to demonstrate in public spaces during work hours. However, protests should not interfere or disrupt the flow of normal business (Campbell & Eldridge, 2002, April 30). An RA protestor was contacted by cell phone and asked how long they would occupy the office. She answered, “I guess until either the university bargains with us or sets a date to bargain with us or until the police come in and take us out” (Helman, 2002, April 30).

At approximately 2:30 p.m., protestors were given a final opportunity to leave before arrests took place. Cevallos said, “I asked them repeatedly if they wanted to leave peacefully. ... They chose to be arrested.” After 3 p.m., police began carrying the 15 protestors out of the building on stretchers (Brown, 2002, May 1). The protestors were carried and then walked onto a waiting bus that was cordoned off by police. A crowd of onlookers, supporters and additional protestors gathered by the police line. An officer told the crowd that if they crossed the line, they would be arrested. A group of women crossed the line and were subsequently arrested and taken onto

the bus. About 15 more protestors linked arms and blocked the bus. They also were arrested and placed on the bus. Some of those arrested were charged with trespassing and resisting arrest, while others were charged with disorderly conduct and resisting arrest. The UAW provided funds to cover bail and offered legal counsel to those arrested (Campbell & Eldridge, 2002, April 30).

Case Questions:

- 1. What do you think of the university and union strategies to bring the dispute into a public forum? Is public opinion important in labor-management disputes?*
- 2. What are some of the unintended consequences of the university's position in this dispute? From an HR perspective, is the university adding risk by contributing to an escalation of the conflict?*
- 3. Did either side convince you of their position by their words and actions?*
- 4. What recommendations would you make to the university and the union at this point in the case?*

CHOOSING SIDES

Editorials in the school newspaper were critical of the behavior of the university and the RA union. The author of one editorial wrote, "The University of Massachusetts administration is wrong. Again. The longer the RA union drama gets dragged out, the more painfully obvious that is. The RA union isn't fighting for anything specific or earth shattering yet, it's fighting for the right to negotiate. ... We understand the frustration that must be building for our organized RAs. Their rights were being trampled on" ("U. Massachusetts administration wrong in RA union debacle," 2002, April 30).

Another editorial was more critical of the union: "There is something to be said for standing up for your principles. ... However, there is a difference between standing up for your principles and commandeering the office of an administrator for several hours, getting a building closed down, and getting yourself arrested in the process. ... In attempting to spread awareness about the need for the university to bargain with the RA union, the individuals who got arrested only managed to draw attention away from the actual issue. ... Rather than garnering support for the cause, those arrested have only managed to embarrass themselves and make the entire union look bad. There are better ways to stand up for your principles" ("Protestors need to think twice about actions," 2002, May 1).

The union did garner support among university faculty. On May 8, 2002, faculty members who supported the RAs' decision to unionize met with Interim Chancellor Williams to persuade her that the university should recognize and bargain with the RA union. While Williams acknowledged the faculty's concerns, she stood by her decision to not recognize the union (Campbell, 2002, May 10).

On May 9, 2002, the Faculty Senate passed a resolution urging the university to bargain with the RA union (Campbell, 2002, May 10). The senate, consisting of faculty-elected representatives, approved courses and academic programs and developed, recommended and reviewed policies affecting faculty, staff and students (UMass Faculty Senate, 2010a). The senate resolution stated, "The Faculty Senate urges the administration not to spend precious funds and goodwill fighting the recently elected, legally recognized RA union. We further urge the administration to move to enter into immediate discussions with RA representatives over issues arising from residence hall work. We further urge the administration to refrain from further punitive actions against RAs and their student supporters fighting for the union recognition that is rightfully and legally theirs" (UMass Faculty Senate, 2010b).

Professor Ron Story, at the time president of the Faculty Senate, proposed the resolution saying, "Feelings are running very high on campus. There is great stress and tension on campus over the issue, and we think the issues that led to the RAs' decision to unionize are legitimate." The senate action was well received by the RA union. One RA said, "I think this shows that people will stick up for what's right. I'm happy to have the faculty on our side" (Campbell, 2002, May 10).

A day before the Faculty Senate resolution was passed, 10 protesters (composed of RAs, GEO members and members of area unions) distributed flyers on campus claiming the university was engaged in illegal activity by refusing to bargain. The protesters then marched into the main administration building with symbolic arrest warrants for Interim Chancellor Williams and Vice Chancellor Cevallos. The GEO president presented the warrants stating, "We would like to impress upon the chancellor that this includes a long list of laws that the university has broken in not negotiating with the RA union." When asked why other unions were participating in the protest, the president of the local chapter of AFSCME said, "An attack on one of us is an attack on all of us" (Lamothe, 2002, May 9).

Two letters to the editor critical of Interim Chancellor Williams' *Chronicle of Higher Education* article appeared in a June issue of the same publication. One of the letters, written by a UMass faculty member, said, "Williams argues that a union for undergraduate resident assistants ... makes no sense ("Why a Union for RA's Makes No Sense," *The Review*, April 26). Here's what she doesn't tell readers: The MLRC ruled that RAs are not only students but also workers. ... An election was scheduled. The administration presented its case. The RAs listened, then voted. The union won by a substantial majority. ... Unions have been an important force in winning legislative funds and support for higher education. A union among undergraduate students could play a particularly crucial role at a time when legislative funds are at risk. Instead of seeking that support, the administration is pouring huge amounts of scarce resources into fighting state agency decisions and democratic elections" (Clawson, 2002).

While the faculty and other unions supported the RA union, the entire incident was receiving attention from Massachusetts gubernatorial candidates. In fact, the issue arose during the primary, where six of the seven primary candidates publicly supported the RAs' right to engage in collective bargaining (Kay, Ferrell & Huang, 2002).

Case Questions:

- 1. A labor-management stakeholder can be a person, group or organization who affects or can be affected by a labor-management relationship. Who are the stakeholders in this case? Explain the interests of these stakeholders.*
- 2. How can these stakeholders influence this labor-management dispute?*

BARGAINING OVER HOW TO BARGAIN

On July 31, 2002, the university and UAW reached an agreement to begin contract negotiations in the fall (Fitzgibbons, 2002, August 9). In a joint statement, both sides praised the breakthrough. The associate provost said, “The university will face a number of challenges in the coming months, including serious budgetary constraints. ... We believe this is a time when all members of the university community need to pull together to address these challenges and when all our collective talents and energies must be devoted to that end. We are pleased with our mutual agreement to separate academic [e.g., grading policies and the student code of conduct] from employment issues, and we look forward to a productive bargaining relationship with the RA union.”

James Shaw said, “This is a historic day for organized labor and the UAW. Today’s agreement shows that unions are appropriate for all workers, including undergraduate student workers. Unions bring democracy into the workplace, and democracy is always the right solution. We are looking forward to sitting down and bargaining a contract with the university ... to meaningfully address the concerns of the RAs and CDAs.” As part of the agreement, both sides pledged to refrain from further public comment about the deal (Fitzgibbons, 2002, August 9).

For the RAs who had worked hard on the union organizing effort, the announcement was a huge relief. One RA said, “I’m very happy and relieved. We still have a lot of work to do now. We need to form a bargaining committee and put together our proposals, but we are excited at this historic opportunity.” Another RA said, “This is what we’ve all worked on for the past two years. Now that we have their commitment to working together with the RA union, we feel we can negotiate a contract that serves the interests of RAs across the campus” (Fitzgibbons, 2002, August 9).

In early November 2002, a nine-member union bargaining committee was formed. The bargaining committee developed a set of contract proposals. The committee then presented the proposals to all the RAs seeking ratification. The RAs ratified the contract proposals (UAW Local 2322, 2010). On November 15, 2002, actual negotiations between the university and the RA union began. The union presented a 21-page proposal, whereas the university negotiators submitted a five-page proposal (Shaw, 2004). Bargaining continued for 14 months until the university and union bargaining teams agreed on a tentative contract that required ratification by the RAs (UAW Local 2322, 2010).

Case Questions:

1. *What do you think were the key factors in getting both sides to agree to begin contract negotiations?*
2. *What role does a bargaining committee play in contract negotiations?*
3. *What role could HR play in contract negotiations?*
4. *Why do you think it took 14 months to reach a tentative agreement?*
5. *Why is the ratification process important?*
6. *List the five items, issues or benefits you anticipate will be included in the contract that would be most important to the union. Next, list the five items or issues most important to the university.*

YES, WE HAVE A CONTRACT

On December 11, 2003, the RAs voted 96-1 in favor of ratifying their first collective bargaining agreement (Shaw, 2004). As shown in Exhibit B, the contract included wage increases in each year of the two-year agreement, retroactive to September 2003. The RA stipend increased from \$50.29 a week (\$1,710 per year) to \$61.76 (\$2,100 per year) for the 2003-2004 academic year, and to \$64.71 (\$2,200 per year) for first-year RAs in the 2004-2005 academic year. RAs returning for a second year received a stipend of \$66.18 (\$2,250 per year). The contract maintained the double room, Wellness Center privileges and telecom fee waivers, and a telephone fee waiver was added. In addition, RAs received improved parking privileges.

RAs now would be required to pay a \$10 union initiation fee and union dues (about 2 percent of gross pay) to join and maintain union membership. RAs could decide to not join or be a member of the union, but those who did would be required to pay an agency fee of about 1.5 percent of gross pay (Anonymous, 2002a). Through the agency fee, non-members pay for services provided by the union related to collective bargaining and contract administration activities but not for other union expenditures such as funds used for union organizing, lobbying or for political purposes.

The contract also included a binding four-step grievance/arbitration procedure. The range of issues covered by the grievance/arbitration procedure was limited. The contract stated: "A grievance may not be brought which addresses issues excluded from the scope of agreement described in Article 3. ... The parties agree that any grievance in whole or in part raising issues excluded from the scope of agreement in Article 3 is exempted from ... matters which may be submitted to arbitration" (Agreement Between the Board of Trustees and UAW Local 2322, 2003-2005).

Arbitration is a process where a neutral third party offers a final and binding decision to resolve a grievance. It is the last step in a grievance procedure in a unionized workplace.

Article 3 limited the parameters of negotiation and arbitration: “The parties agree that the subjects of negotiation and the scope of this agreement shall extend only to the wages, hours, benefits, and other terms and conditions of employment for bargaining unit members and that the scope of this agreement shall explicitly exclude all academic matters and all non-employment matters related to the student status of bargaining unit members; and that there be no substitution of an arbitrator’s or any other individual’s judgment for that of the university with respect to any academic matter or any other aspect of a bargaining unit member’s status as a student. Matters explicitly excluded from the scope of negotiations and coverage of this agreement include, without limiting the generality of the foregoing, academic, disciplinary or other prerequisites for service or continued service as a member of the bargaining unit, as well as grading policies and practices, academic standards, the rules, standards, and administration of financial aid, and the code of student conduct, its administration and associated procedures” (Agreement Between the Board of Trustees and UAW Local 2322, 2003-2005).

On January 16, 2004, the university and the union signed the agreement with an expiration date of June 30, 2005 (UAW Local 2322, 2010).

Case Questions:

1. *What percentage stipend increase did the RAs receive over the life of the two-year agreement? In each of the next two contracts, what was the percentage stipend increase (see Exhibit B)?*
2. *What do you see as the costs and benefits of union representation for RAs?*
3. *Why is Article 3 of the agreement important?*
4. *Under the contract terms, which of these scenarios could result in an RA grievance?*
 - a. *A concern about the allocation of parking privileges.*
 - b. *Being turned down for a financial aid request that results in an RA needing to resign from his or her position since he or she can no longer afford to attend the university.*
 - c. *Receiving an arbitrarily low grade in a course, thereby dropping the RA’s GPA below that required to maintain the RA position.*
 - d. *Removal from the RA position as a result of discipline arising from a supposed violation of the university’s alcohol policy under the code of student conduct.*
 - e. *A disagreement with a resident director regarding the equitable assignment of weekend work hours.*
5. *What information and recommendations do you think Flynn Oberond should convey to the administrators at Sofie College?*

List of Abbreviations	
AD	Area director
AFSCME	American Federation of State, County and Municipal Employees
ARD	Area assistant director
CDA	Community development assistant
GEO	Graduate Employee Organization
GPA	Grade point average
MLRC	Massachusetts Labor Relations Commission
NLRA	National Labor Relations Act
RA	Resident assistant
RAC	Resident Assistant Council
RD	Resident director
UAW	United Auto Workers
UMass Amherst	University of Massachusetts Amherst

Exhibit A

Abbreviated Organizational Chart for UMass Amherst (2000-2002)

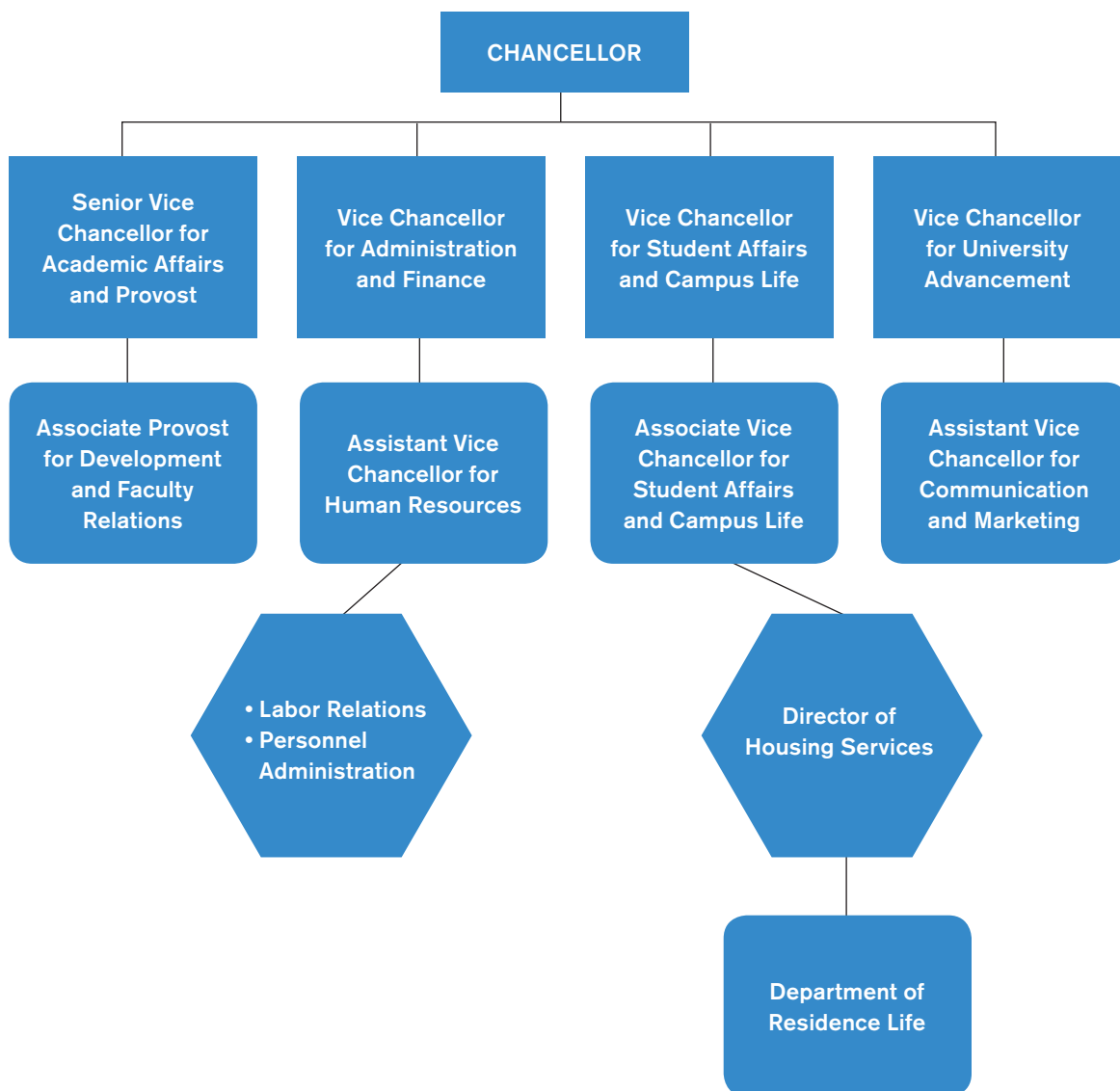


Exhibit B

Selected Facets of RA Compensation and Benefits¹

	No Union	No Union	First Contract Year 1	First Contract Year 2	Second Contract Year 1	Second Contract Year 2	Second Contract Year 3	Third Contract Year 1	Third Contract Year 2	Third Contract Year 3
Academic year	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11
Double room Fee waiver	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Wellness center Fee waiver	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cash stipend • yearly • weekly	\$1,710 \$50.29	\$1,710 \$50.29	\$2,100 \$61.76	\$2,200 \$64.71	\$2,300 \$67.55	\$2,410 \$70.89	\$2,530 \$74.42	\$2,630 \$77.35	\$2,900 \$85.29	\$3,022 \$88.88
Telecom fee waiver	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Premium pay for work during break	No	No	No	No	No	No	No	Yes	Yes	Yes
Telephone fee waiver	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Parking priority	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Reduced parking rate	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes
Grievance arbitration	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Union dues²	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

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Endnotes

- ¹ The information in this table came from several sources, including Board of Trustees of the University of Massachusetts and United Automobile, Aerospace and Agricultural Implement Workers, Local 2322 28 MLC 225 (2002); Shaw, J. (2004, February). UMass RAs vote to ratify first contract in nation for student advisors. UAW Local 2322, I(3); Collective Bargaining Agreement Between the Board of Trustees of the University of Massachusetts and the United Automobile Aerospace and Agricultural Implement Workers, Local 2322, Resident Assistant Unit (July 1, 2003 to June 30, 2005; July 1, 2005 to June 30, 2008; and July 1, 2008 to June 30, 2011).
- ² Union dues included a \$10 initiation fee and an ongoing fee of 2 percent of gross pay for RAs who desired to join the union and maintain membership. An agency service fee (limited to covering collective bargaining and contract administration costs) of about 1.5 percent of gross pay was charged for RAs who elected not to join or maintain membership in the union. A union may not use funds collected from agency service fees for purposes not germane to collective bargaining and contract administration, such as funds used for union organizing, lobbying and political purposes.

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