

EMPLOYEE AND LABOR RELATIONS
INSTRUCTOR'S MANUAL

SHRM[®]
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.¹ The case highlights:

- The legal parameters regulating labor relations.
- The factors contributing to employee interest in union representation.
- Union election campaign strategies and activities of employers and unions.
- The influence stakeholders have on labor-management relations.
- The importance of pre-contract negotiations when both sides bargain over how to bargain.
- The interpretation of the outcome of contract negotiations.
- The important role of contract administration.

Throughout the case, students are given opportunities to analyze management actions and offer recommendations. Thus, the case not only provides an opportunity to reinforce understanding of core labor relations concepts, but also offer students opportunities to analyze decisions made by actual participants in the labor relations process.

It is recommended instructors read the student workbook and fully understand the information provided to students. In particular, instructors should understand the underlying assumptions about labor relations in the U.S., as outlined in the student workbook. These assumptions are:

- a. A belief that the employment relationship is mixed motive.
- b. Employees in a free and democratic society have a right to pursue their employment interests on an individual basis or by joining together.

- c. Collective bargaining provides employees with a way to create a balance of power in the employment relationship (Holley, Jennings & Wolters, 2009).

In addition, instructors should familiarize themselves with the distinctions and similarities of collective bargaining in the public and private sectors often highlighted in labor relations textbooks (e.g., Budd, 2010; Katz, Kochan & Colvin, 2008). While this case is based on events involving public-sector workers in Massachusetts, the labor-management processes for Massachusetts public employees emulates those found in the private sector under the National Labor Relations Act (NLRA). Therefore, while the context of the case concerns public-sector employees, it purposely was written so instructors can use this case to enhance student understanding of private-sector labor-management relations.

The case is most effective after students have read basic background material on labor relations. Instructors should assign reading materials in advance of the case. Most introductory human resource management (HRM) textbooks include a chapter or two that provide sufficient background information in labor relations for students to successfully complete the case. Full citations for recommended textbooks are provided under “Recommended Resources.”

TARGET AUDIENCE

The case is designed for undergraduate or graduate students in an introductory or survey HRM course and can be used as a complementary case for an undergraduate or graduate labor relations course.

LEARNING OBJECTIVES

At the conclusion of this case, students will 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.

TIME ALLOTMENT

Under the assumption that the class meets twice a week for 1.5 hours per session, the instructor can cover the entire case in one full class session or divide it into two, covering it in half of two class sessions. Instructors can easily adjust the case

for different class time-bands. However, at least 1.5 hours of class time should be allotted for coverage and discussion of the case.

CASE OVERVIEW AND SET UP

The case gives students the opportunity to better understand the three phases of the labor relations process. Phase one focuses on the rights, responsibilities and actions of union and management regarding union selection; the representation campaign; and the certification election. Phase two examines the process of negotiating a collective bargaining agreement. Phase three focuses on contract administration, which deals with the interpretation and application of the collective bargaining agreement (Holley et al., 2009, p. 6).

The case follows the actual efforts of RAs at UMass Amherst to be represented by a union. The RAs tried to organize under Massachusetts law (modeled after the NLRA) governing public employees.

To make the case current and to give students a frame from which to view the case, a fictitious character, Flynn Oberond, is introduced at the outset. At the start of the case, students find that Flynn Oberond, the director of human resources at (fictitious) Sofie College, is keenly interested in the events that transpired at UMass Amherst because of concerns about similar events occurring at Sofie College. By reading about the events documented in this essay, Oberond (and students) should be able to offer recommendations to others interested in the employment and labor relations implications of the case. As readers, students will have an advantage over Oberond because they will be given study questions throughout to guide their reading and enhance their understanding.

To set up the case, instructors must identify complementary material for students to read before the case is discussed in class (several suggestions appear in the “Recommended Resources” section of this case). Once readings have been assigned, the instructor can distribute the student workbook. Students must read the case and answer the study questions listed in the case. The instructor may assign these questions (suggested answers are included in this manual) as a written assignment to be turned in for a grade, or use them for class discussion and lecture.

INSTRUCTOR MATERIALS

This instructor’s manual includes the case and study questions with suggested answers. In addition, a list of other potential instructional activities is provided.

RECOMMENDED RESOURCES

Fisher, C. D., Schoenfeldt, L. F., & Shaw J. B. (2006). *Human resource management* (6th ed.). Boston, MA: Houghton Mifflin Company, Chapter 15.

Gomez-Mejia, L. R., Balkin, D. B., & Cardy, R. L. (2007). *Managing human resources* (5th ed.). Upper Saddle River, NJ: Pearson Prentice Hall, Chapters 14-15.

Noe, R. A., Hollenbeck, J. R., Gerhard, B., & Wright P. M. (2009). *Human resource management: Gaining a competitive advantage* (7th ed.). New York, NY: McGraw-Hill, Chapter 14.

Stewart, G. L., & Brown, K. G. (2009). *Human resource management: Linking strategy to practice*. Hoboken, NJ: Wiley, Chapter 13.

ADDITIONAL RESOURCES

The following materials may be helpful to students and instructors. Students may find them to be complementary to the instructor's assigned reading as well as useful resources for further investigation of the topics covered in the case. Instructors may find them beneficial to enhance their own knowledge of the labor relations process. Instructors may also wish to use the websites as a source for videos that capture some of the actual events discussed 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.² 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 AMHERST³

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.⁴ 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 RAs' 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 RAs’ 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)

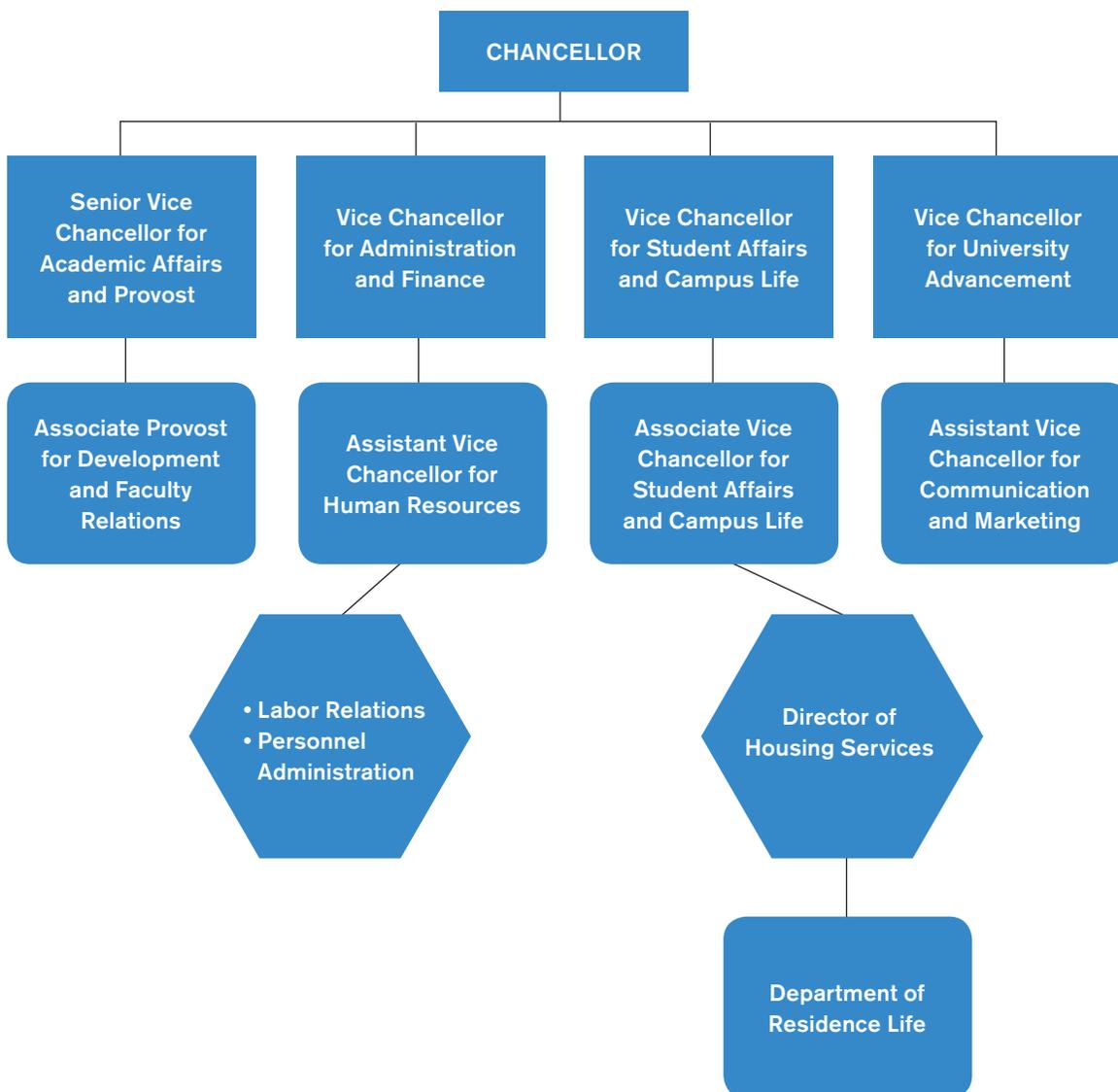


Exhibit B

Selected Facets of RA Compensation and Benefits⁵

	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 dues⁶	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes



Other Instructional Activities

1. Have students (either individually or in groups) create a timeline of the pivotal events in the case. Students could then be asked to identify the five most important events in the timeline and explain why they believe they are important.
2. Have students (either individually or in groups) take on the role of Flynn Oberond and write a brief memo (one or two pages) to the administrative leaders at Sofie College identifying the reasons for the events at UMass Amherst and stating what the HR department at Sofie College would recommend if it were confronted with a similar situation.
3. Remind students that the link between the HR department and the key decision makers is not clear in this case. Have students (individually or in a group) identify what contributions someone with HR skills could have provided to UMass Amherst in this case.

Case Question Answers

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?

This question creates good initial class discussion. Students often will tell stories about their experience living in a dorm or their experience dealing with an RA (or perhaps someone in a similar position but different job title, such as a community facilitator, dorm monitor, etc.). Ask whether someone in class has served or is serving as an RA. You might want to ask them what they liked and didn't like about the position. Is the position a job?

Would you consider the RA position to be a job? Does this mean RAs are employees of the university, or are they students? Why do you think that might be important?

These questions should get students to start thinking about the parameters of a job. The RA position does seem to be a job in terms of the HR policies that affect them. The RA Memo of Understanding seems to categorize this position as employment. They received paychecks, and taxes were deducted from those paychecks. But they also are students. If they are not employees, then any law referring to employees would not protect or apply to RAs.

In addition, it is important for students to realize that not all individuals with jobs are considered employees under employment-related law. The term "employee" is particularly important in the area of labor-management relations, but it also is confusing. Under the NLRA, agricultural workers are not employees. But some states, such as California, give some collective bargaining rights to agricultural workers. Public-sector workers are not employees under the NLRA, but federal employees have collective bargaining rights granted by federal law, and some state and municipal workers have rights afforded under state law. Section 2(3) of the NLRA defines the term "employee" in the private sector [a copy of the NLRA can be found in Budd (2008, pp. 483-508)], yet there has been continuing controversy whether various individuals are employees.

As an in-class exercise or a homework assignment, have students consider whether the following individuals would be considered employees under Section 2(3) of the NLRA [these specific situations are described in Holley et al. (2009, pp. 86-88)]:

- a. Union organizers.
- b. Live chicken-catching crews.
- c. Medical interns and residents at private hospitals.
- d. Graduate teaching and research assistants at private universities.

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?

Employees at UMass Amherst are public employees—and the NLRA does not cover public employees. With passage of the Massachusetts General Law in 1973, public employees at the university could engage in union activities and those activities would be protected. In other words, state and local employees in Massachusetts could not be discriminated against for engaging in union activity. Likewise, the law requires employers to bargain with a union certified to represent a bargaining unit of UMass Amherst employees.

What role does labor law play in encouraging or discouraging unionization?

Labor law has a large impact on unionization. Before passage of the NLRA in 1935, private-sector union density (the percentage of workers represented by unions) was less than 10 percent. Shortly after passage of the NLRA, union density more than doubled and eventually rose to more than 35 percent by 1945. The current polarizing debate about the union-endorsed Employee Free Choice Act legislation, which would allow union recognition through a showing of a majority of authorization cards rather than a secret ballot election, is indicative of concerns that changes in the law could alter union organizing success. Most employers are deeply opposed to this legislative proposal [See Holley et al. (2009, p. 205)].

Do you think teaching assistants should be considered employees?

As shown in the case, graduate teaching assistants, research assistants and ARDs are organized and engage in collective bargaining with the university. In the private sector, the Clinton-era National Labor Relations Board (NLRB) determined that graduate teaching assistants in private universities were primarily employees and then students. The Bush-era NLRB reversed that decision and determined they were primarily students, not employees. Currently, graduate teaching assistants are not considered employees in the private sector.

Ask students if they agree with the Massachusetts law or the Bush-era NLRB decision. Some issues that should be raised include:

- They are employees, so they should have the same rights as other employees.
- If they strike, other students are negatively affected.
- They can't mix student academic issues with employment issues.
- The two are intertwined.
- Employment issues can be easily separated from academic issues.

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?

Employees may see unionization as a more viable option if an employer has a high-union density, because there is a union model that can be followed and there is a real example of previous successful union organizing with the employer. That does not mean the employer will be more welcoming of union organizing among an unorganized employee group. A high-union-density employer may have less leverage if other unions support the neophyte union, whereas a low-union-density employer may be more willing to engage in union avoidance or suppression activities, since it will not face pressure from other bargaining units within the organization.

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?

Some RAs have been influenced by GEO members (graduate students who are union members). RAs are dissatisfied with their job in terms of compensation and a perceived lack of fairness in the disciplinary process. There also is a strong sense of a lack of respect. There does not seem to be a good avenue for voicing concerns. Even when concerns are voiced, the university does not act (e.g., the RA discipline appeals proposal). Point out the idea that an oversupply of job applicants does not mean employees are satisfied with their jobs.

Do the RAs opposed to unionization have legitimate concerns? How could unionization change the culture of Residence Life?

Both sides' concerns are legitimate. In terms of changing the culture of Residence Life, unionization can lead to greater formality and less flexibility. At the same time, there might be more consistency. Could Residence Life, become more like employment and less like service? Could better compensation and benefits attract different students to RA positions?

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

They are almost identical.

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

The excerpt of the MLRC decision provided in the case is very clear. The university requires RAs and CDAs to sign employment contracts and job descriptions; has manuals detailing terms and conditions of employment; evaluates those employees at least three times a year; and 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 the vast majority of those terms and conditions are totally divorced from the student's academic endeavors.

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.

Security receptionists are hired, trained and supervised by campus police. They could have a separate bargaining unit. Clerical workers and graduate teaching assistants don't share the same community of interest as RAs.

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?

If clerical workers were included, the union would need 30 percent of all RAs, CDAs and clerical workers to sign a petition or authorization cards to petition for an election. Since the community of interest is so different among these groups, it would likely be more difficult to organize them into joining one union that best represents their interests.

Should RAs at other University of Massachusetts campuses be included in the same bargaining unit as the RAs on the Amherst campus?

RAs at other campuses have different supervision and interests. It would be more difficult for the employer and union to bargain across campuses. Further, the parameters of this bargaining unit (including only RAs/CDAs at the Amherst campus) would result in more effective labor-management relations and employee representation.

Were the university and union election campaign activities effective?

Ask students to list the campaign activities each group engaged in:

- University officials had direct contact with RAs by letter, stating their objections to a union; there were suggestions from the university that RA positions could be eliminated or changed dramatically; there was direct contact by high-level university officials with RAs in meetings; Resident Life staff had direct contact with RAs.
- Union officials accused the university of making threats and showing disrespect for RAs; union responded to newspaper editorial.

Ask students if their views were changed by the campaign activities. Do they think the campaign activities changed an RA or CDA to become more or less likely to vote in support of union representation?

What role did the media play in the election campaign? Is media accuracy important?

A major newspaper ran an editorial opinion that supported the university's position and downplayed RA complaints. The media also selected certain quotes that provided a particular perspective on events. The media may not have been educated

about labor relations, and there may be inaccuracies in reporting labor relations events. For example, many employer lockouts of employees have been reported in the media as strikes (for example, in the National Hockey League, the owners locked out the players, but many sports journalists referred to the action as a strike). Labor and management alike may try to discredit inaccurate press reports by granting access, evidence and testimonials to competing media to counter the comments of the first media source. It is important to note that the media can sway the community and put pressure on the parties to rethink their positions.

Given the information you know at this point in the case, what do you think will be the outcome of the election? Why?

Let students speculate about the election outcome and what percentage of RAs will vote for and against unionization.

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?

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 question 1?

These two questions raise the issue about majority rule in representation elections. If you vote against the union, should you be able to not join or contribute to it (this is the foundation of right-to-work laws)? What about those who vote in favor of the union, but are in the minority? Should they still be able to have some form of representation at work? This is a good opportunity to discuss right-to-work laws with your students. You should note that right-to-work laws focus on the rights of a majority that do not want representation while disregarding the rights of a minority that may desire union representation. Note that the Massachusetts law requires employees to pay agency fees even if they do not want to join, but under the NLRA, private-sector workers in some states can be represented by a union (and receive the benefits of union representation) but not be required to join or become a member (not pay dues).

What do you see as the university's options at this point in the case? What would you recommend? Why?

- The university could choose to accept the results of the election and proceed with the negotiation of a collective bargaining agreement with the union.
- The university can refuse to bargain. Subsequently, the union will file charges against the university for refusing to bargain with a certified bargaining representative and await the MLRC decision. Since the MLRC already has determined that RAs are employees, the MLRC likely will decide against the university. The university must then decide whether to appeal the MLRC decision to the Massachusetts courts.

- The university could alter the existing Residence Life system to reduce the number of RA positions.
- The university can eliminate the existing Residence Life system and consequently eliminate the RA positions.

What does it mean to “bargain in good faith”?

Bargaining in good faith means that each party must demonstrate a sincere and honest intent to reach a labor agreement and be reasonable in its bargaining positions, tactics and activities. It does not require a party to reach a settlement, agree to a specific proposal or make a particular concession to the other party [see Holley et al. (2009, p. 268)].

How can the union respond to the university’s stance at this point?

- The union can file unfair labor practices charges with the MLRC against the university for refusing to bargain.
- The union could engage in protests and picketing.
- The union can seek support from other stakeholders (students, media, other unions and employees).
- The union cannot go on strike. It is illegal, according to Massachusetts collective bargaining law, for public employees in Massachusetts to strike. This is a good opportunity to compare the Massachusetts law with the NLRA, which does give employees the right to strike. Under the NLRA, this would be an unfair labor practice strike and the employer would be permitted to hire temporary (not permanent) replacement workers.

Does the university face a public relations dilemma? Has the university contributed to the dilemma?

The university image may be getting tarnished. The events are drawing interest from across the country, and the portrayal is not a favorable one for the university. One way the university contributed to this dilemma is that it initially communicated the importance and value of the RA and CDA positions (and their role-model features), then suggested that the university might modify or eliminate these positions. Next, the university refused to bargain—not exactly showing the university as a role model in employee-employer relations.

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?

When disputes are brought into a public forum, statements and positions made publicly can become hardened. It is more difficult to retract what is publicly stated. Also, one can never be certain how the public and media will respond or interpret your actions.

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?

By stating that the university would not bargain with the RA union, officials created an environment that could result in some negative unintended consequences. The protests and arrests are one such unintended consequence. While the protests were non-violent, they could have escalated further. In addition, other university employees, such as university police, could have been injured while forcibly removing protestors.

Did either side convince you of their position by their words and actions?

Some students may believe the RA protests were excessive and the union should have pursued legal avenues to seek recourse. Others may find that the article written by administrators in *The Chronicle of Higher Education*, a publication intended for an audience beyond the immediate stakeholders of the dispute, was unnecessary and unproductive. Still others may view the protests as necessary (especially for RAs who would be graduating and had worked hard on the organizing campaign). Likewise, other students may see the article as an important way for the university to clearly articulate its position.

What recommendations would you make to the university and the union at this point in the case?

- It is time to bargain. Recognize the union and move forward.
- There is a need to negotiate with the union, but first, some of the legitimate concerns identified by the university must be addressed (e.g., the separation of academic issues from employment issues).
- The university should stay the course. The union looks bad engaging in these protests. The union will lose steam over time.
- The union needs to engage in more constructive activities—for example, publicly commit to what it wants at the bargaining table and what it does not want.
- The union needs to focus on legal recourses for the university's behavior.

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.

- One stakeholder is the university. It has an interest because having a union increases the complexity and reduces the flexibility of managing the RA workforce. There are potential cost increases (higher wages and benefits). Further, if administrators believe their job performances (and potential for promotion) are being assessed on their ability to engage in union avoidance, this may lead administrators and managers to behave in more aggressive ways with unintended consequences. In addition, some administrators and managers may view union organizing as a personal challenge to their managerial abilities.

- RAs and CDAs are stakeholders. Their interests include wages, benefits, working conditions, respect, paying dues, potentially adding a layer of union bureaucracy (have students consider the different interests of RAs who will be graduating soon versus those who will be an RA for another year or two).
- The UAW is a stakeholder. If successful, it will add more members to its union and may potentially be able to organize undergraduates beyond UMass Amherst, thereby making history and helping workers.
- UMass students have an interest in the outcome of this process. Depending on the outcome, students may face cost increases and reduced university services in other areas. They also are concerned about what is fair for RAs (and whether the RAs will be fair to them) and the school's reputation.
- Other unions and employee groups on campus have an interest because supporting the union movement speaks to solidarity, fairness, reputation and possibly a spillover of benefits to other employee groups.
- Administrators at other universities have an interest because this could spread to their campuses.
- Massachusetts tax payers should be paying attention as well. The event sheds light on such issues as the need for more funding for the university, the fair treatment of workers and capitalization on opportunities for efficiencies that had previously been ignored (e.g., better scheduling and planning, better selection systems, more effective training for Residence Life supervisors).
- Politicians have an interest because the event will affect union, taxpayer and business support.
- The business community at large is a stakeholder because stronger labor movements can create political, legislative and economic concerns.
- Unions outside of UMass also are stakeholders because stronger labor movements can enhance the political, legislative and economic power of workers.

How can these stakeholders influence this labor-management dispute?

Each stakeholder can create pressure on the parties. Each party will try to manage and communicate their positions with the various stakeholders. Each party may try to use stakeholders to gain leverage and support.

What do you think were the key factors in getting both sides to agree to begin contract negotiations?

Both sides began to negotiate before actual contract negotiations. They were negotiating about how they were going to negotiate. This is referred to as "bargaining over how to bargain." An important movement was the union's willingness to agree to narrow the negotiation issues (e.g., not negotiate over academic issues). The university was receiving pressure from other unions on campus

to start negotiations. There did not appear to be much public support for the university's position.

What role does a bargaining committee play in contract negotiations?

The bargaining committee is elected by union members to represent them at the bargaining table with the employer. Thus, the bargaining committee is a political institution, and it represents constituents. It identifies union members' key issues and presents those to management at the bargaining table. The bargaining committee is an important element of intra-organizational bargaining. Intra-organizational bargaining is bargaining that takes place within labor and management. In other words, the union will bargain among its members, who have their own unique interests.

This is a good time to ask students to identify how there may be different interests among RAs, and why it would be better to have those interests resolved before going to the bargaining table with management. Intra-organizational bargaining also takes place within management. Ask students to speculate on the different interests among various administrators at the university.

What role could HR play in contract negotiations?

HR or labor relations staff can play important roles in negotiations. They could be called on to act as the chief negotiator or as a participant at the bargaining table. They may be a key resource for the bargaining team and prepare them for negotiations (e.g., doing research and gathering data on compensation and benefits, benchmarking other employers and unions, costing out contract proposals). They may be asked to craft contract proposals and letters of understanding. They may be asked to suspend work on other HR-related projects if the immediacy of contract negotiations is urgent and compelling. It can be a very engaging and strategic set of activities for an HR professional.

Why do you think it took 14 months to reach a tentative agreement?

Bargaining on a first contract is usually a long process. Each side may lack bargaining experience, and this may add to the delay. Trust levels during initial negotiations may be low; trust often develops during the course of negotiations. Employers often lack incentive to reach an agreement quickly—delay can be a financial benefit for employers. Perhaps more importantly, the circumstances surrounding this case are unique in three important ways: a) the negotiations occurred during an academic calendar that included many breaks and summer recesses, thereby extending the negotiation timeframe; b) this was the first contract negotiated by undergraduate RAs and a university, and both sides were uncertain of the implications or potential unintended consequences of contractual terms; and c) the parties did not have any specific models, precedents or patterns to follow regarding contract provisions and language. They basically started from scratch.

Why is the ratification process important?

It is important for union members to have a voice in the contract terms they will live with. Without a ratification process unions would be less democratic, and they may not be committed to the final agreement.

List the five items, issues or benefits you anticipate would 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.

Below are some possible answers:

Unions

- Stipend increase.
- Grievance process.
- Disciplinary appeal procedure.
- Preferential scheduling.
- Premium pay for weekend and night work.
- Premium pay for work during breaks.
- Seniority-based stipend increase.

University

- Control of academic issues.
- Control of student code of conduct.
- Placing limits on grievance and arbitration procedures.
- Stipend stabilization.
- Seniority-based stipend increase.
- No picketing or protests over employment issues.

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)?

The increase is \$14.42 (from \$50.29 to \$64.71). This is a 29-percent increase. The second contract increase is \$9.71 (from \$64.71 to \$74.42). This is about a 15-percent increase. The third contract increase is \$14.46 (from \$74.42 to \$88.88). This is about a 19-percent increase.

What do you see as the costs and benefits of union representation for RAs?

Costs: Union dues, reduced individual voice, reduced individual flexibility.

Benefits: Wages, benefits, increased group voice, standardization, reduced individual biases.

Why is Article 3 of the agreement important?

Article 3 is important because it maintains university control of academic issues and any violations of the student code of conduct. See the next question.

Under 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 RAs' 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.
-
- a. Yes, it is in the contract and not mentioned in Article 3.
 - b. No, it is explicitly exempt under Article 3.
 - c. No, it is explicitly exempt under Article 3.
 - d. No, it is explicitly exempt under Article 3.
 - e. Yes, it is in the contract and not mentioned in Article 3.

What information and recommendations do you think Flynn Oberond should convey to the administrators at Sofie College?

Students should identify the following:

1. Listen to employees. Increase administrator awareness of issues that cause job dissatisfaction and make an effort to address the issues that cause job dissatisfaction.
2. Take seriously concerns raised by employees and don't consider a surplus of potential employees as evidence that the job is "good."
3. Be careful you do not base your impression of worker job satisfaction on a few happy employees.
3. Employers must realize that the choice of which union will represent employees is the employees' choice. You can't avoid union organizing by arguing that a particular union is not appropriate.
4. Be careful when taking a labor-management dispute public. This may escalate the dispute and cause you to lose control over the dispute since you cannot control stakeholder reaction to it.
5. From a public relations perspective, once workers have successfully won a representation election and a union is certified, it is very risky to refuse to bargain.
6. Individuals who are emotionally committed to a cause (in this case, RAs and the union) may react in unexpected ways to efforts to obstruct that cause.

Bibliography

- Abel, D. & Helman A. (2002, March 6). UMass dorm monitors OK union. *The Boston Globe*, A1.
- Abel, D. (2001, April 13). At UMass a new union battle: For resident assistants at UMass, a test of fairness. *The Boston Globe*, A1.
- Abel, D. (2002, March 2). UMass dorm leaders urged to reject union. *The Boston Globe*, A1.
- AFSCME Local 1776. (2010). UMass Employee's Local 1776 AFSCME Council 93, AFL-CIO. Retrieved September 2010 from www.umass.edu/local1776/.
- Agreement Between the Board of Trustees and UAW Local 2322 (2003-2005). *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*.
- Anonymous. (2002a, March 15). Resident assistants at UMass vote to unionize. *The Chronicle of Higher Education*, p. 39.
- Anonymous. (2002b, March 1). RA union vote set for March 5. *The Campus Chronicle for the Amherst Campus the University of Massachusetts*.
- Anonymous. (2002c, March 31). UMass won't negotiate with student RA union. *The Washington Post*, A07.
- Board of Trustees. (2002). *Board of Trustees of the University of Massachusetts and United Automobile, Aerospace and Agricultural Implement Workers, Local 2322 28 MLC 225*.
- Brown, T. (2002, May 1). RA union supporters occupy UMass office, 35 arrested. *The Amherst Student Online*, 25. Retrieved November 2010 from <http://amherststudent.amherst.edu/current/news/view.php?year=2001-2002&issue=25§ion=news&article=08>.
- Budd, J.W. (2010). *Labor relations: Striking a balance* (3rd ed.). New York: McGraw-Hill Irwin.
- Campbell, K. (2002, February 28). RA union remains heated topic at U. *Massachusetts Daily Collegian*. Retrieved November 2010 from www.highbeam.com/doc/1P1-51071632.html.

Campbell, K. (2002, March 6). U. Massachusetts RAs vote to form first undergraduate union. *Massachusetts Daily Collegian*. Retrieved November 2010 from www.highbeam.com/doc/1P1-51190203.html.

Campbell, K. (2002, March 27). U. Massachusetts refuses to negotiate with RA union. *Massachusetts Daily Collegian*. Retrieved November 2010 from <http://lexisnexis.com/us>.

Campbell, K. (2002, April 9). Resident assistants protest U. Massachusetts' refusal to negotiate. *Massachusetts Daily Collegian*. Retrieved November 2010 from <http://lexisnexis.com/us>.

Campbell, K., & Eldridge, S. (2002, April 30). U Massachusetts police arrest 35 protestors. *Massachusetts Daily Collegian*. Retrieved November 2010 from <http://lexisnexis.com/us>.

Campbell, K. (2002, May 10). Time to negotiate with RA union, says U. Massachusetts. *Massachusetts Daily Collegian*. Retrieved November 2010 from <http://lexisnexis.com/us>.

Clawson, D. (2002, June 17). Letters to the editor: A union for undergraduates. *The Chronicle of Higher Education*, p. 17.

Commonwealth of Massachusetts. (2010). *A Guide to the Massachusetts Public Employee Collective Bargaining Law (Internet Edition)*. Retrieved from www.mass.gov/lrc/publications/gb-all.pdf.

Compa, L. (2002, April 2). A human rights problem on campus. *The Washington Post*, p. A15.

Craven, M. (2002, January 25). RAs at U. Massachusetts to vote on joining union. *The Daily Free Press, Boston University*. Retrieved November 2010 from <http://lexisnexis.com/us>.

DeCew, J.W. (2003). *Unionization in the Academy: Vision and Realities*. Lanham, MD: Rowman & Littlefield Publishers.

Dorms aren't factories. (2002, February 25). *Boston Herald*, p. 20.

Fitzgibbons, D. (2001, November 30). Campus faces \$15 million in cuts in new budget. *The Campus Chronicle for the Amherst campus of the University of Massachusetts*. Retrieved November 2010 from <http://www.umass.edu/chronicle/archives/01/11-30/budget.html>.

Fitzgibbons, D. (2002, August 9). Administration, RA union to bargain. *The Campus Chronicle for the Amherst campus of the University of Massachusetts*, 17(40).

Helman, A. (2002, April 30). UMass sit-in ends with 34 arrests: Resident assistants press labor dispute with administration. *The Boston Globe*, p. B2.

- Helman, A., & Abel, D. (2002, January 23). UMass RAs face historic union vote. *The Boston Globe*, p. B1.
- Holley, W.H., Jennings, K.M., & Wolters, R.S., (2009). *The labor relations process* (9th ed.). Mason, OH: South-Western Cengage Learning.
- Katz, H.C., Kochan, T.A., & Colvin A.J.S., (2008). *An introduction to collective bargaining & industrial relations* (4th ed.). Boston, MA: McGraw-Hill Irwin.
- Kay, F., Ferrell, E., & Huang, J. (2002, September/October). Top 10 activist campuses: Protests that make the grade. *Mother Jones*, 27(5), p. 22.
- Lamothe, D. (2002, May 9). U. Massachusetts protesters support RA union. *Massachusetts Daily Collegian*. Retrieved November 2010 from <http://lexisnexis.com/us>.
- Loconte, K. (2001, April 9). U. Massachusetts RAs push to unionize. *Massachusetts Daily Collegian*. Retrieved November 2010 from <http://lexisnexis.com/us>.
- Martignetti, A. (2001, April 10). U. Massachusetts denies RA union. *Massachusetts Daily Collegian*. Retrieved November 2010 from <http://lexisnexis.com/us>.
- Noble, J. (2002, March 13). Unionization spreads to undergrads as U. Massachusetts-Amherst RAs vote to join union. *Brown Daily Herald*. Retrieved November 2010 from <http://lexisnexis.com/us>.
- Office of the Chancellor. (2010). Former Chancellors. Retrieved November 2010 from www.umass.edu/chancellor/formerchancellors.html.
- Protestors need to think twice about actions. (2002, May 1). *Massachusetts Daily Collegian*. Retrieved November 2010 from <http://lexisnexis.com/us>.
- Schulze, R. (2002, April 11). Resident assistants take the low road. *Massachusetts Daily Collegian*. Retrieved from <http://lexisnexis.com/us>.
- Shaw, J. (2002, March 1). Dorms need unions. *Boston Herald*, p. 24.
- Shaw, J. (2004, February). UMass RAs vote to ratify first contract in nation for student advisors. *UAW Local 2322 Newsletter*, 1(3), p. 1.
- Society of Professors. (2010). *Our history*. Retrieved from http://umassmsp.org/our_history.
- UAW Local 2322. (2010). *UMass RAs history*. Retrieved from www.uaw2322.org/umass_ra-s_history.htm.
- UMass Amherst. (2006). *Enrollment fact sheet 2002-2006*. Amherst, MA: UMass Amherst.
- UMass Amherst. (2010a). *About UMass Amherst*. Retrieved November 2010 from www.umass.edu/umhome/about/index.php.

UMass Amherst. (2010b). *Housing and residence life: RA/ALA online manual*. Retrieved November 2010 from www.housing.umass.edu/ra_manual/one_ra_council.html.

UMass Amherst. (2010c). *UMass Amherst Resident Assistant Memo of Understanding*. Retrieved from www.housing.umass.edu/pdf/RA%20memo%20understanding.pdf.

UMass Amherst. (2010d). *UMass Amherst 2010-2011 Resident Assistant Position Description*. Retrieved from www.housing.umass.edu/pdf/RA%20Job%20Description.pdf.

UMass Amherst. (2010e). *UMass Amherst: History*. Retrieved November 2010 from www.umass.edu/umhome/about/history.html.

UMass Faculty Senate. (2010a). *Background information on the Faculty Senate*. Retrieved November 2010 from www.umass.edu/senate/background_info.html.

UMass Faculty Senate. (2010b). *Faculty Senate motions*. Retrieved November 2010 from www.umass.edu/senate/fs_docs/motions/Motions_2001-02.pdf.

U. Massachusetts administration wrong in RA union debacle. (2002, April 30). *Massachusetts Daily Collegian*. Retrieved November 2010 from <http://lexisnexis.com/us>.

University Staff Association. (2010). *Our history*. Retrieved November 2010 from www.university-staff-association.org/our-history/.

Williams, M. (2002, April 26). Why a union or RAs' makes no sense. *The Chronicle of Higher Education*, p. 24.

Endnotes

- ¹ An overview of the union organizing activities involving resident assistants at UMass Amherst can be found in DeCew, J.W. (2003), pp. 111-117.
- ² Sofie College and Flynn Oberond are fictitious.
- ³ Much of the information in this section is based on testimony and documentary evidence introduced at a hearing before the Massachusetts Labor Relations Commission [see Board of Trustees of the University of Massachusetts and United Automobile, Aerospace and Agricultural Implement Workers, Local 2322 28 MLC 225 (2002)].
- ⁴ A detailed organizational chart for the University of Massachusetts Amherst can be found at www.umass.edu/oapa/publications/organization/UMA_org_chart_2000.pdf.
- ⁵ 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).
- ⁶ 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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