

Equity, Diversity, and Inclusion in Collective Bargaining Agreements

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Many colleges and universities have only recently begun to negotiate collective bargaining agreements with faculty even though collective bargaining has existed on college campuses since the 1960s (Kaplin & Lee, 2007). With this in mind, it is important for higher education and student affairs professionals to explore how these issues will affect the learning environment and outcomes of the higher education experience. Two interrelated and important components of this issue must be explored in order to understand the significance of collective bargaining agreements as they relate to student affairs professionals. First, the ACPA & NASPA (2010) competencies for student affairs professionals include three related categories: 1) equity, diversity, and inclusion; 2) human and organizational resources; and 3) law, policy, and governance. These competencies signal to student affairs professionals the importance of understanding collective bargaining's impact on professional development and practice. Second, Pope, Reynolds, and Mueller (2004) express the necessity of multicultural competency in the administration and management of higher education. These two points signify the importance of intentionally exploring the interrelatedness of collective bargaining agreements and issues of equity, diversity, and inclusion.

Purpose of the Study and Research Questions

Because organizational structures and practices significantly impact equity, diversity, and inclusion at higher education institutions, understanding individuals' approaches to collective bargaining is necessary for predicting how the process will affect institutions entering into first contracts. The purpose of this study will be to explore the multicultural awareness, knowledge, and skills of collective bargaining negotiators at public higher education institutions. Its results will inform educators and policy-makers on campuses about the nature of equity, diversity, and

inclusion discussions in collective bargaining agreements. To examine this purpose more specifically, two research questions have been developed:

1. How are issues of equity, diversity, and inclusion incorporated into the letter of faculty collective bargaining agreements?
2. How have negotiating team members used their multicultural awareness, knowledge, and skills when engaging negotiations?

Research Design

Because the purpose of this study was to explore the nature of negotiating team members' approaches to multicultural issues in collective bargaining agreements, it was important to utilize a qualitative research design. Specifically, conducting interviews with former negotiating team members allowed for juxtaposition of their self-reported experiences with a summative review of multicultural competency literature, important legal concepts and findings, and existing collective bargaining agreements. To do so effectively, this study controlled for a number of variables.

First, external sources of law were restricted to state law by limiting outreach to individuals at public institutions. Second, although collective bargaining rights are granted to numerous types of employees in higher education, this study focused strictly on full-time faculty collective bargaining. Finally, Kaplin and Lee (2007) examined the importance of nuances in state law that differentially affects collective bargaining between public institutions. For that reason, the final control employed was restricting interviews to those who engaged the collective bargaining process in the state of Ohio. Each of these controls created the groundwork for the analysis and synthesis of the existing literature regarding faculty collective bargaining agreements.

Literature Review

Current literature regarding issues of equity, diversity, and inclusion as well as collective bargaining is primarily disconnected and has not included synthesis of overlapping issues. There is distinct and relevant literature regarding multicultural competence, the field of higher education law, and existing collective bargaining contracts that pertains to the purpose of this study. By juxtaposing the topics, one can gain a comprehensive view of the interdependence of issues of equity, diversity, and inclusion with the collective bargaining process. Specifically, the purpose of this section will be to examine how multicultural competence and current protocol in collective bargaining agreements create the foundation on which specific negotiating team members engage the process.

Multicultural Competence

The first major area of literature for this study consists of research on multicultural competence in higher education. This must be examined first because “multiculturalism must be woven into all aspects of the profession” (Pope, Reynolds, & Mueller, 2004, p. xv). By evaluating multicultural competence literature first, it will be easier to synthesize it with literature on higher education law and existing collective bargaining contracts. The literature reviewed will discuss personal responsibility in creating multicultural change and useful tools for pursuing that change.

Personal responsibility. Multicultural competency literature has primarily focused on the awareness, knowledge, and skills necessary for professionals to work with those culturally different and culturally similar to them (Pope, Reynolds, & Mueller, 2004). Although empirical research on multicultural competency in collective bargaining is not widespread, there have been models and theories developed examining multicultural competence in administration. Pope,

Reynolds, and Mueller's (2004) Multicultural Competence in Student Affairs focused on the role of multicultural competence in each of the core competencies of the field. In particular, the authors' attention on its role in administration and management is important for this review. That is, the authors drew a distinct connection between multicultural organization development and the transformation of organizations into socially just systems (Pope, Reynolds, & Mueller, 2004). Furthermore, Jackson and Hardiman (1994) described socially just and socially diverse systems as those that "strive to eliminate social injustice or oppression within their organizational practices, systems, and methods" (as cited in Pope, Reynolds, & Mueller, 2004, p. 55). The previous two points signal the importance of negotiating team members having a high level of multicultural competency. Specifically, for American institutions of higher education striving to help produce graduates prepared for a global society, socially just and diverse faculty systems must be part of a student's experience.

Further evidence for the support of creating socially just and equitable faculty systems comes from anti-racist and social justice advocate, Tim Wise. Wise (2008) set the expectation for those with privileged identities (e.g. White administrators) to actively resist participating in and accepting the benefits of institutionalized oppression. In collective bargaining negotiations, this is particularly significant because of the power individuals have to create, challenge, and/or reinforce policies and practices that marginalize certain populations. By having privileged, White individuals who defend affirmative action through personal anecdotes or hold up policies and procedures relating to race, Wise (2008) proposed that individuals can begin to make socially just change in institutions. Furthermore, Wise (2008) put forth the premise that actively resisting racism and oppressive systems requires development of awareness and skills through reflection and active questioning, respectively. The personal responsibility for resisting

systemically oppressive structures is strongly connected to creating positive organizational change.

Finally, self-awareness is a critical component of personal responsibility. Manning (2009) proposed seven paradigms that create the foundations of educators' approaches to difference and diversity. Although these approaches were intended to discuss the approach educators take with students, the framework is transferable to the collective bargaining process. Manning's (2009) intention in the article was to help educators better understand themselves in order to understand when others speak from different perspectives. In that way, a brief examination of the seven paradigms can provide insight into the approaches negotiators take when constructing collective bargaining agreements. First, political correctness is highlighted by usage of inclusive language at a superficial level. As Manning (2009) states, "the PC movement change[s] behavior in regard to language but fail[s] to adequately shift the underlying beliefs" (p. 12). The second paradigm does little to shift the underlying beliefs also. Historical analysis is a paradigm highlighted by the rationalization of action or inaction through historical precedent (Manning, 2009). That is, educators or negotiators may have a deterministic view of history and see the past as predictive of the future. In this way, historical analysis nearly always discounts the fact that history is written in the dominant perspective of the times and ignores the treatment or accomplishments of underrepresented groups (Manning, 2009). Color-blind, the third paradigm, is characterized by the equal valuing of all humans without consideration of difference (Manning, 2009). This paradigm is realized through educational and policy correctives to inequities and unfair treatment in addition to opposition to affirmative action programs (Manning, 2009). Conversely, the fourth paradigm (i.e. diversity) emphasizes a consideration of diversity as appropriate numerical representation on campuses (Manning, 2009). This approach

does not address the power structures present on campus, but merely focuses on creating a diverse student, faculty, and staff population on campus (Manning, 2009). The cultural pluralism paradigm takes this a step further and involves celebrating and safeguarding all cultures. In particular, this paradigm focuses on “developing mutual understanding, valuing differences, and increasing cultural awareness (Manning, 2009, p. 15). Anti-oppression reframes the goal from celebrating cultures to transforming systems of oppression that exist (Manning, 2009). This paradigm is predominantly positive because it involves creating equitable systems, but can have a negative component when the change agents assume a paternalistic role or create inequitable systems unintentionally (Manning, 2009). The final paradigm, social justice, shares the same foundation as anti-oppression, but it highlights practitioners working alongside marginalized populations to achieve equity and equality (Manning, 2009). Ultimately, social justice is focused on creating systemic equity, inclusion, and support across all lines of difference (Manning, 2009). Higher education practitioners as well as collective bargaining negotiators may present one or more of these philosophical paradigms. A basic understanding of them will be important for later consideration of existing collective bargaining contracts.

Tools for creating systemic change. Theories and arguments for multicultural competence in administration and management as well as personal resistance to oppressive systems can be unwieldy for those engaging in complex legal negotiations. Of particular use for individuals engaged in faculty collective bargaining agreements is the presentation of multicultural organization development in a measured way. The Multicultural Organization Development Checklist (MODC) was developed as a tool for administrators “for implementing systemic and proactive multicultural transformation in divisions of student affairs” (Grieger, 1996, p. 562). Grieger (1996) diagnosed a need for a model that would create cohesive and

systemic multicultural change for student affairs professionals. The framework created includes basic premises such as the need for creating divisions that model diversity (Grieger, 1996). Moreover, it contains easily adaptable sections regarding socially just leadership, policies, recruitment, and retention (Grieger, 1996). Although these are directed toward student affairs practitioners and students, faculty and collective bargaining negotiators can use the MODC for their purposes. Overall, at its most basic level, the MODC provides a formula through which faculty administrators could create a checklist for multicultural organization development in faculty employment; at best, the checklist is immediately transferable.

Utilizing research on diversity and higher education climates is an important task for negotiators creating employment standards for faculty on campus. Because the institutional climate is strongly connected to the structural diversity, attitudes, and behaviors of community members, creating inclusive and socially just policies for faculty members is an important step for developing a positive learning environment. Hurtado, Milem, Clayton-Pedersen, and Allen (1998) reviewed specific literature and theories in order to create a blueprint for administrators addressing the challenge of educating diverse students. Of particular importance in the review is a point regarding the recruitment and retention of diverse faculty members in order to create structural diversity on campus and provide students of color with increased access to faculty (Hurtado et al., 1998). Moreover, attitudes and behaviors of community members (e.g. faculty) must be challenged and developed through multicultural competence training. Because of the nature of collective bargaining agreements and comprehensiveness of contract law documents, the points from the previous articles are particularly relevant to assessing the multicultural competence of negotiators.

Higher Education Law

A body of case law and legal statutes strongly affects the nature of collective bargaining agreements in higher education. Specifically, well-known federal legislation, court cases, and contract law principles all affect how collective bargaining is applied to specific institutions of higher education (Kaplin & Lee, 2007).

Overview. In order to understand the literature applicable to collective bargaining laws, it is important to begin with an overview of basic components of contract and collective bargaining law. Kaplin and Lee (2007) highlighted collective bargaining in their discussion of the relationship between a higher education institution and its employees. Some of the basic perspectives of collective bargaining include representative negotiations, responsibility to state or federal law, and connection to antidiscrimination laws (Kaplin & Lee, 2007). The authors pointed to the significance of representative negotiations when stating that once a representative is selected by the employees (i.e. faculty), the employer (i.e. the institution) has the legal obligation to only discuss subjects of bargaining with that representative. In this study, the multicultural competence of the negotiators is important to examine because of their legal responsibility to represent all employees. Looking at the state-federal law framework as well as antidiscrimination laws, one can see how external sources of accountability are extremely important. That is, Kaplin and Lee (2007) conveyed the importance of framing issues of equity and inclusion within the input of the collective bargaining process as well as the output of the available grievance systems. Inputs include appropriate state and federal law while outputs include grievance systems such as the courts and federal agencies. These inputs and outputs significantly affect collective bargaining and will be discussed further. For issues of equity,

diversity, and inclusion, all of these factors imply the need for a high degree of multicultural competency for negotiators.

Federal sources of law. Narrowing the scope of this review from Kaplin and Lee's overview to specific law better enables one to eventually apply these principles to practice. Of particular importance for employment law and collective bargaining is the Fourteenth Amendment's equal protection clause and Title VII of the Civil Rights Act of 1964.

Section 1 of the Fourteenth Amendment states "No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; [...] nor deny to any person within its jurisdiction the equal protection of the laws." Because collective bargaining carries the weight of contract law, employees have the opportunity for legal redress where they experience discrimination in employment. Equal protection thus affects issues of equity, diversity, and inclusion in collective bargaining agreements in two ways. First, there is a high level of scrutiny regarding the intent of laws (Kaplin & Lee, 2007). That is, employees must show that a law or policy not only has a discriminatory impact but that it was constructed with that purpose. Second, claims of unconstitutional practices or policies are the jurisdiction of the courts. For issues of equity, diversity, and inclusion, this means that those constructing collective bargaining agreements may only look at prior precedence in case law to meet minimum standards of non-discrimination. In essence, the equal protection clause creates the groundwork for non-discrimination practices, but does little to promote multicultural competence development or accountability by policymakers and negotiators.

Title VII affects institutions and faculty unions because it supersedes state law and its nondiscrimination principles define employers in a corporate way. That is, institutions and faculty unions are legally accountable to a federal agency as well as to the employees engaged in

a relationship with them. Establishing the Equal Employment Opportunity Commission (EEOC), Title VII holds institutions and faculty unions accountable in the presence of two main types of grievances: 1) disparate treatment and 2) disparate impact (Civil Rights Act, 1964). In examining collective bargaining processes, the latter type is particularly important. Under Title VII, institutions and faculty unions are responsible for constructing agreements and employment practices that are impact-neutral regarding race, religion, sex, or national origin (Civil Rights Act, 1964). In this way, Title VII places a higher expectation for multicultural competency on collective bargaining policymakers and negotiators than does the equal protection clause. Specifically, policymakers and negotiators must have the knowledge and skills necessary to construct equitable and inclusive agreements in order to avoid legal ramifications.

Case law. Although collective bargaining principles and federal sources of law create the framework for understanding issues of equity, diversity, and inclusion in collective bargaining, specific court cases have created precedent for future issues. In particular, *Alexander v. Gardner-Denver Co.* (1974) and *EEOC v. Board of Governors of State Colleges and Universities* (7th Cir. 1992) established standards for discrimination grievances in collective bargaining.

Alexander v. Gardner-Denver Co. (1974) involved allegations by an employee of discrimination on the part of his employer. Within the scope of Title VII, the case moved through collective bargaining arbitration, to the EEOC, and eventually the federal courts where the United States Supreme Court finally heard it. In Justice Powell's majority opinion, two particular points set precedence for equity in collective bargaining. First, the Court decided individuals retain rights of grievance against discrimination even in the presence of arbitration clauses in collective bargaining agreements (*Alexander v. Gardner-Denver Co.*, 1974). Second,

final responsibility for injunctive relief and necessary affirmative action regarding Title VII was given to the federal courts (*Alexander v. Gardner-Denver Co.*, 1974). Each of these points yields more power to individual employees than collective units regarding grievance in relation to collective bargaining agreements and discrimination.

To understand the significance of *Alexander v. Gardner-Denver Co.* (1974), it is worth reviewing a related case involving collective bargaining and allegations of discrimination. *EEOC v. Board of Governors of State Colleges and Universities [Board]* (7th Cir. 1992) regarded institutional attempts to limit the opportunity for faculty to file age discrimination complaints in multiple venues. The Court of Appeals for the Seventh Circuit made three significant points in its summary judgment. First, it ruled that what mattered was that the Board's collective bargaining policy was discriminatory in effect and not that the Board had intended to discriminate (*EEOC v. Board of Governors of State Colleges and Universities*, 7th Cir. 1992). For policymakers and negotiators, this establishes the expectation of creating contract agreements that are neither intentionally nor effectually discriminatory. Second, it supported the decision in *Alexander v. Gardner-Denver Co.* (1974) by stating "it is immaterial that an employee might have overlapping contractual and legal remedies" (*EEOC v. Board of Governors of State Colleges and Universities*, 7th Cir. 1992, §2). Again, this places the rights of individuals ahead of institutions when weighing allegations of discriminatory practices. Finally, the decision stated that collective bargaining agreements cannot restrict individuals' access to their full statutory rights. In other words, passive agreement to certain clauses within a collective bargaining agreement does not equate to waiving rights against discriminatory or exclusive policies. This case, along with *Alexander v. Gardner-Denver Co.* (1974) set high expectations for multicultural competency of policymakers and negotiators while also protecting individual

employees against inequitable and exclusive policies. Finally, it indirectly impacts the assessment of negotiators multicultural competency because it decreases the potential for harm from the construction of inequitable contracts.

Existing Collective Bargaining Contracts

Because much of the higher education law literature emphasizes the importance of external sources of accountability, it is important to refocus the literature review to examples of current contracts at similarly structured institutions. For that reason, this study will examine and analyze a total of seven contracts at five regional public institutions in Ohio that are categorized by The Carnegie Foundation for the Advancement of Teaching [CFAT] (2011) classifications as research universities—high research activity (RU/H). Furthermore, all of the contracts are for faculty members at the institutions. By limiting the scope of this section to these examples, the possibility of attributing differences in the presence of equity, diversity, and inclusion in the contracts to external sources of law or institutional type is minimized. Understanding the seven contracts from a multicultural competence perspective will be most easily achieved through the utilization of some of Manning's (2009) philosophical paradigms.

Color-blind. The briefest overview of all seven contracts reveals nondiscrimination articles in six of the contracts. These articles all included similar language such as “refraining from judgments or decisions based on [different social and personal identities]” (Kent State University (KSU) & The Full-Time Non-Tenure Track Unit of the American Association of University Professors, Kent State Chapter (KSU-AAUP), 2009; Kent State University (KSU) & The Tenure-Track Unit of the American Association of University Professors, Kent State Chapter (KSU-AAUP), 2008; University of Akron (UA) & The American Association of University Professors, The University of Akron Chapter (UA-AAUP), 2009; University of

Toledo (UT) & The American Association of University Professors, University of Toledo Chapter (UT-AAUP), 2008; University of Toledo (UT) & The Lecturers Unit of the American Association of University Professors, University of Toledo Chapter (UT-AAUP), 2008; Wright State University (WSU), & The Wright State University Chapter of The American Association of University Professors (WSU-AAUP), 2008). This blanket statement reflects institutional color-blind approaches to creating a diverse and inclusive environment. Moreover, most nondiscrimination articles in the contracts only included the social identities previously outlined in Title VII. Specifically, only two mentioned nondiscrimination based on gender identity and/or expression (UA & UA-AAUP, 2009; WSU & WSU-AAUP, 2008). Given the cases and precedent reviewed in the previous section, it is clear the authors of all the agreements at least had their legal responsibility to avoid discriminatory contracts in mind during negotiations. Unfortunately, beyond these nondiscrimination articles, most agreements simply appeared to use a color-blind approach upon first review.

Diversity. Two of the contracts included brief articles regarding affirmative action. Specifically, the short statements declared the institution's intention to recruit, retain and promote "qualified women and minorities" (UA & UA-AAUP, 2009) or "women, minorities, protected veterans, and people with disabilities" (WSU & WSU-AAUP, 2008). These two statements emphasized creating a diverse and inclusive environment based specifically on numerical representation of women and underrepresented populations (Manning, 2009). Although this moves beyond disregarding social and personal identity in decision-making processes, it does little to address the power structures present in higher education institutions that prevent marginalized populations from advancing (Manning, 2009). One of the best indicators of the relative insignificance of these two statements was their short length. In 148-

page (UA & UA-AAUP, 2009) and 128-page documents (WSU & WSU-AAUP, 2008), these two statements took up three lines and two lines, respectively.

Summary. The answer to research question 1 can be derived from examining these contracts. That is, although each of the seven contracts outlined workload, promotion, evaluation, salary, and rights of the faculty members, none addressed these important aspects from a culturally sensitive perspective (KSU & KSU-AAUP, 2009; KSU & KSU-AAUP, 2008; UA & UA-AAUP, 2009; UT & UT-AAUP, 2008; UT & UT-AAUP, 2008; WSU & WSU-AAUP, 2008). Nondiscrimination and diversity through affirmative action are philosophical paradigms used to approach multicultural competence, but neither addresses underlying power structures that prevent the creation of truly equitable and inclusive environments in higher education. It can be hypothesized that these agreements reflect the conditions set forth by higher education law. More about this becomes apparent when reviewing the responses of participants in this study.

Method

Participants

The participants for this experiment were full-time faculty and administrators employed by three regional public institutions in Ohio. Each institution was categorized by CFAT (2011) as a RU/H. Furthermore, participants were selected using a purposeful, homogeneous sampling technique because it creates the best conditions for gaining a detailed understanding of issues of equity, diversity, and inclusion in the collective bargaining process (Creswell, 2008). Specifically, sampling occurred through targeting members of faculty association/union and administration negotiating teams as listed by institutional websites. Utilizing homogeneous

sampling, 12 individuals were solicited via email to participate in the study. Of the 12 individuals, 3 indicated they would participate in the interview.

Procedures

The procedures for conducting this experiment were relatively straightforward and simple, yet provided the foundation for analysis and synthesis of the interviewees' multicultural competence through the framework of existing literature. In all, there were two major aspects of this research study: 1) review of significant literature for the purpose of developing a framework for understanding multicultural competence in collective bargaining, and 2) conducting and analyzing interviews with members of collective bargaining negotiating teams.

As previously stated, one must understand multicultural competency, legal aspects of collective bargaining, and the formula of a collective bargaining contract in order to comprehend the interrelatedness of the three. Because of this, the literature and case review of this study was significant for creating the foundation for the interviews. That is, Pope, Reynolds, and Mueller's (2004) analysis of multicultural competence in administration and management was one of the primary sources used for creating the study's interview questions. The other primary source was Pope and Reynolds' (1997) characteristics of a multiculturally competent student affairs practitioner (as cited in Pope, Reynolds, & Mueller, 2004). With these sources as well as legal literature and existing collective bargaining contracts, appropriate interview questions were able to be developed (see Appendix A).

Once the questions were created from the existing literature, they were distributed to the final participant pool via email. To protect the confidentiality of the participants, reporting required assigning pseudonyms. In order to do this, the interview protocol included a statement about this as well as an item in which participants were asked to respond with preferred social

identifiers. After responses were submitted, findings were developed through analysis of common threads and anecdotes mirroring points from the existing literature. Any interpretation of anecdotes yielded a follow-up email to the interviewee to clarify and confirm the analysis.

Limitations

Numerous limitations are present for a study such as this one. Evaluating the limitations will maximize the utility of this specific research while yielding recommendations for future research on this subject. In all, there are three primary limitations of this research study that impact its findings.

Generalizability

The small sample size as well as targeted sampling technique limits the generalizability of the findings in this study. Specifically, I cannot assert that the findings are applicable to collective bargaining processes beyond the state of Ohio nor institutions categorized by CFAT (2011) as something other than RU/H. Additionally, the scope of the study was kept narrow by simply targeting negotiating team members. A more comprehensive understanding of issues of equity, diversity, and inclusion in collective bargaining processes may have been gained by including policy-development team members, other faculty at the institutions, or other administrators. Moreover, of the negotiating team members solicited, only one-quarter agreed to participate. If these individuals were willing to participate because of a pre-disposition to multicultural issues or a higher degree of multicultural competency, their responses may be less generalizable also. However, the specificity of the participant sampling allows for more accurate synthesis of responses along with identification of reliable themes and trends.

Unquantifiable

In addition to the small sample size reducing generalizability, this qualitative study lacks the ability to identify frequency in the trends discovered. Although trends are discovered based on synthesis of responses and application to the existing literature, the limited sample size and lack of quantifiable measures renders the findings descriptive at most.

Validity

Due to the limited time frame of this study as well as the geographic locations of participants, the interviews for this study had to be conducted via e-mail. Although follow-up clarification was conducted with two of the participants, it is possible certain responses were inaccurately interpreted in the study. Moreover, participants may have been more willing to share freely about their experiences in a one-on-one, in-person interview. Because the content being discussed had a legal component, there may have been conscious or subconscious resistance to full disclosure via official, university email. The e-mail interview allowed for access to and participation from these individuals, but it may have limited the validity of their responses in these ways.

Discussion of Findings

Respondents in this study were selected based on their significant roles in constructing and negotiating collective bargaining agreements. The small sample size allows for exemplar anecdotes to be used to describe self-reported perceptions of multicultural competence. The interview protocol (Appendix A) and existing multicultural competence models (Pope, Reynolds, & Mueller, 2004) create the foundation for analysis of respondents' multicultural awareness, knowledge, and skills.

Awareness

Of the three faculty members who participated in the interviews, each expressed a different type of awareness regarding their personal and social identities as well as how those affected their contributions to the negotiating process. In identifying her social identity descriptors, Professor Callen (all names are pseudonyms) named visible and positional identities. Specifically, she focused solely on “middle-aged, female, white, married, PHD, tenured, [and] department chair.” Relaying how these affected her approach to the negotiations, Professor Callen expressed predominantly technical effects. She shared that her role as department chair and tenured-status may have biased her toward issues regarding promotion. Regarding multicultural competence, Professor Callen only made one causal hypothesis about her gender. She stated “females are in the minority both on faculty and administratively, so [I was] protective of rights of women and minorities.” This response was similar, yet not as developed as another respondent’s description of how his race and ethnicity impacted his approach.

Dr. Zhao responded that the way he understood himself as an “Asian American son of immigrants” made him cognizant of the unquestioned assumptions about workload, promotion, and research expectations. By responding to and describing these structures in reference to his familial commitments, Dr. Zhao communicated a racialized understanding of them. Categorically, this response showed a basic understanding of the multicultural organization development model mentioned earlier. With an understanding of the unquestioned assumptions present in collective bargaining agreements, Dr. Zhao had committed to challenging the existing structure and status quo to create a “more equitable playing field” for current and future faculty members.

Professor Buffett is a recently retired, White, heterosexual, man who served as a faculty member and administrator for numerous years. His understanding of his social identity was highlighted by his self-described status as a privileged individual,

“I lived, for a time, in the segregated south of the 1950s, and I was raised in an environment that clearly advantaged white males. Although I long ago rejected those views, I am nevertheless aware that very subtle sexist and racist perceptions lurk in my subconscious awareness. As a result, I tend to be very cautious about inadvertently creating, or allowing opportunities for, bias.”

Professor Buffett conveyed an important type of resistance that identified benefits and advantages received from his status and challenged processes in the negotiations that marginalized certain populations (Wise, 2008). His acceptance of his personal responsibility to challenge inequitable structures in the negotiations was further demonstrated through his understanding of how equity, diversity, and inclusion played a role in framing his approach,

“We sought strong wording [regarding] discrimination and harassment, worked with the union to develop maternity and child care opportunities, and developed annual evaluation and promotion & tenure criteria and procedures that are sufficiently specific to greatly lessen the likelihood of bias.”

This evidence of personal responsibility as a member of a privileged identity is important to juxtapose with Professor Callen’s and Dr. Zhao’s responses to the same question. Specifically, Professor Callen responded that the role of equity, diversity, and inclusion played no impact in the negotiations. Dr. Zhao responded that the only role they played was in “upholding laws and statutes regarding discrimination, affirmative action, and equal opportunity.”

These categorically different understandings of the negotiating process have three likely explanations. First, the participants' self-selected identities framed their understanding of multicultural competence and the necessity of having issues of equity, diversity, and inclusion in the negotiations. That is, even with a high level of self-awareness, Professor Buffet overestimated the role those issues played in the discussions because he has had the privilege of not considering them previously. At the same time, Professor Callen's and Dr. Zhao's responses may have been a relative indication of their estimation of the issues' role. Specifically, when Dr. Zhao strictly identified the legal components regarding the issues, he suggested the negotiations never moved beyond a color-blind or perhaps diversity approach (Manning, 2009). The second likely explanation stems from one of Washington's (n.d.) diverse community foundations. He stated that just because someone (e.g. Dr. Zhao or Professor Callen) identifies as a member of an oppressed population does not mean ze has a high level of multicultural competence. In the same vein, just because someone (e.g. Professor Buffett) identifies with privileged identities does not mean ze does not have a high level of awareness of multicultural issues. Finally, by conducting this study via email, there was the potential that items on the interview protocol could be misunderstood. Moreover, unclear responses from the participants could not be immediately clarified. These three potential explanations are not mutually exclusive; on the contrary, all three may play a role in the way a participant's awareness is understood.

Knowledge

Respondents in this study also examined their knowledge of multicultural issues and organizational development models as they related to the negotiations. As with multicultural awareness, the respondents took different types of approaches to developing their knowledge before the negotiations.

Professor Callen claimed that her prior knowledge of issues of diversity and collective bargaining impacted her decision to not research or attempt to learn more about issues of equity, diversity, or inclusion before the negotiations. This view contradicts Washington's (n.d.) point that multicultural competence is an ongoing, lifelong process. Moreover, it effectively diminishes Professor Callen's personal responsibility to contribute to equitable and socially just negotiations. However, she did describe multiple organizational development models she referenced throughout the negotiations. It was evident that Professor Callen viewed knowledge development as an important component of the process as a whole.

Professor Buffet described his personal quest for multicultural knowledge. In his response, he championed personal responsibility for knowledge development over creating a common knowledge foundation for all negotiating team members. This high regard for personal responsibility was demonstrated through the following account,

“I've participated in several diversity workshops, read materials on the subject, and cultivated relationships that have enhanced my understanding and personal accountability. I did not take these actions specifically as preparation for collective bargaining but, rather, as part of my overall development efforts for professional and personal growth.”

This individualistic approach to knowledge development and personal responsibility may be correlated with the privileged identities Professor Buffet claimed. Specifically, his membership in the dominant culture has allowed him to claim all his actions, accomplishments, and shortcomings as his own and not as a representation of others with his same identity (Wise, 2008).

Dr. Zhao utilized a different lens to explain his role in acquiring and developing multicultural knowledge in the negotiating process. He explained his role in educating himself and other members of the team,

“It was my responsibility to educate the team about issues of equity and diversity. To do that, another professor and I put together a program to talk about power structures and cultural sensitivity with all of the [Faculty] Association members. The program turned out to be a great collaborative experience for all of us involved in the process. I’d like to think that program might have helped quite a bit in the end.”

This anecdote reflects Dr. Zhao’s previous description of how his identity affects his approach to the negotiations. Because he views the negotiations through a racialized lens, he thought it was important for him to educate others regarding the power structures associated with topics such as work-load, promotion, and research expectations. The different level of knowledge and approaches to its development by the respondents suggests the possibility of varying skill levels present in the negotiations.

Skills

The multicultural awareness and knowledge of the participants created the foundation for how they would use their skills in the negotiating process. Examining how the participants utilized their awareness and knowledge as well as how they perceived issues of equity, diversity, and inclusion in the final agreements was important. In this section, the three participants all expressed consistent viewpoints about the need for equitable structures in the final agreements. Professor Callen most effectively captured the sentiments of all three when responding to how she utilized her awareness and knowledge to inform her participation,

“I drew on several models of [organizational development] all of which place values and vision at the center or top of the diagram and people, culture, communication as important constructs. My leadership is focused on authenticity, transparency, and equity. My interpretation and assessment of bargaining issues included sensitivity to the ways [different populations] might be overly advantaged or disadvantages in comparison to others.”

Similar to Professor Callen, the other two respondents expressed a need to couple their theoretical knowledge of multicultural issues with their responsibility to create equitable, diverse, and inclusive structures in the final agreements.

From the perspective of the participants, the final collective bargaining agreements at their respective institutions exhibited varying levels of equity. In each instance, the participant’s opinion of the final agreement was reflective of other sentiments expressed throughout the interview. Professor Buffett and Professor Callen expressed how their final agreements provided specific and strict guidelines or procedures to create equitable systems for different populations. Dr. Zhao characterized his skillful contributions in a way that reflects many of the overall themes from the sections of the literature review. He stated,

“The final agreement is pretty great given the restrictions of what it really can be. What I mean is this is ultimately a legal document and one that doesn’t have a lot of leeway for including ‘socially-progressive’ parts. Issues of equity, diversity, and inclusion were certainly included via the nondiscrimination clause, affirmative action article, and portions of our promotion and evaluation articles. Maybe I’m just not as optimistic that these rules and regulations do much in the way of changing the norms we have surrounding our expectations.”

This skepticism about the effectiveness of the collective bargaining agreement stems from points in the multicultural organization development scholarship, higher education law literature, and reviews of other agreements. Ultimately, the collective bargaining process exists within the current status quo so future practice and research must take this into consideration.

Implications for Future Research and Practice

Participants' understandings of equity, diversity, and inclusion in the collective bargaining process have implications for future research as well as practice for negotiators. These implications can best be understood through the frameworks of research design and education for collective bargaining negotiators.

Research

The limitations of this study lend suggestions for improvements in future research design and construction. First, research should be conducted to frame participants' experiences within the framework of state law. Specifically, this study limited the sample to professionals in Ohio, but did little to examine their responses through the lens of Ohio law. A better understanding of the role equity, diversity, and inclusion plays in the process may be gained through this type of analysis.

Second, this qualitative study limited one's ability to quantify the experiences being shared by the participants. Although this study helped describe how individuals may experience these issues in collective bargaining, it cannot suggest whether these experiences are trends or applicable beyond the sample. By utilizing a mixed methods approach in future research, scholars can pair a quantifiable measurement of multicultural awareness, knowledge, or skills with an interview in order to gain a more holistic understanding of these issues.

Finally, future research needs to look at the collective bargaining negotiating teams as units as well as individuals. Dr. Zhao's interview suggested the way multicultural issues are addressed is more a result of group dynamics than individual awareness, knowledge, and skills. Because of the scope of this study, that perspective was never considered.

Practice

The literature review coupled with participants' responses gives way to implications for future collective bargaining agreements. There are three primary implications for future negotiators.

First, Dr. Zhao's perception of success regarding his educational program shows promise for future negotiations. Specifically, more should be done to provide negotiating team members with a common understanding and foundation for important issues such as equity, diversity, and inclusion. Doing so increases protection against what Professor Callen deemed "the privilege of being a [Bargaining Unit Faculty Member]." By this, she meant negotiating team members can have a tendency to misrepresent the needs of their constituency because being granted the opportunity to serve on the negotiating team already privileges them.

Building a common educational foundation regarding these issues creates the opportunity for the second practical implication. All three respondents expressed some variation of personal responsibility related to creating equitable structures in the final agreement. This, along with Professor Callen's previous sentiment regarding privilege, suggests the need to encourage negotiating team members to challenge oppressive structures present in existing agreements. By encouraging this personal responsibility, members can work within the system to establish new norms that are more equitable and inclusive.

Finally, the new norms stemming from the previous implication will need to develop simultaneously alongside reevaluation of higher education and contract law. Those engaging in collective bargaining agreements have a responsibility to assist in questioning and changing the power structures. By encouraging policymakers and lawmakers to consider issues of equity, diversity, and inclusion in collective bargaining, current negotiating team members can help establish a multicultural environment in higher education and other public arenas.

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Appendix A

Thank you for taking the time to respond to these questions! As mentioned in my initial email, the purpose of this study is to examine issues of equity, diversity, and inclusion in the approaches faculty and administrators take to collective bargaining agreements.

The sole purpose of this project and the interviews is academic. I will submit the final report to my professor with pseudonyms and all responses to interview questions will be kept entirely confidential. I will not share any interview responses with other interviewees, classmates, or other people except my professor.

If you have any questions about this, please do not hesitate to contact me at menriqu@bgsu.edu.
Questions

1. As mentioned, I will be identifying everyone by a pseudonym in the article. Please let me know what social identity descriptors you would like me to include in the article along with your pseudonym. (For example, I would identify myself as a traditionally-aged, white, heterosexual man graduate student.)
2. How did your personal and social identities affect the way you approached the collective bargaining negotiations?
3. Did multicultural equity, diversity, and/or inclusion play an important role in framing your approach to the negotiations? If yes, how were they important in shaping your approach?
4. What preparation, if any, did you undertake to become educated regarding issues of access and success in higher education for members of marginalized groups?
5. In negotiating the collective bargaining agreement, what organizational development models did you refer to for guidance? How are issues of equity, diversity, and inclusion presented in those models?
6. How did you use your knowledge and awareness of equity, diversity, and inclusion to inform your participation in the collective bargaining negotiations?
7. In what ways did the final collective bargaining agreement address issues of equity, diversity, and inclusion?