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## What Are We Negotiating For? Public Interest Bargaining

Gary Rhoades

*University of Arizona*, [grhoades@email.arizona.edu](mailto:grhoades@email.arizona.edu)

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## What Are We Bargaining For? Public-interest bargaining

Gary Rhoades<sup>1</sup>

“What do you think of interest-based bargaining?” That question was posed to me most recently at the 2015 annual conference of the National Center for the Study of Collective Bargaining in Higher Education and the Professions. It is a question I have heard many times before. My initial answer was much like what I have responded before to the question: “Not much, generally speaking.” But this time I followed up with, “What I like is the idea of ‘public-interest bargaining’.”

Most bargaining, interest-based or traditional, focuses on the interests of the negotiating parties. The premise of traditional bargaining is that the two parties at the table have fundamentally competing interests, and that it is a game in which one party’s win is the other’s loss. In some regards, Interest Based Bargaining (IBB) offers a different starting point and process (Federal Mediation and Conciliation Service, 2006). As described by Joseph Laiacona (2009) as well as by Greg Ventello (2012), an IBB approach involves going through a formal training before the negotiations. It reframes the negotiation process as a search for common ground and mutual interest/gain, and even as a “collaborative, problem-solving process” (Ventello, 2012). Each side brings to the table what it sees as problems, and each side commits to trying to understand the others’ point of view. And part of the strategy is to collectively brainstorm solutions. At least that is the expressed aim, if not always the realized outcome (Ventello, 2012). What makes me skeptical about the IBB approach is that it can underplay some key fundamental differences of interest at the table and in the direction of the institution, and can often play into a push to sacrifice workers’ interests for the institution, rather than redirecting institutional priorities to the core missions of the college or university in question.

So how is interest based bargaining different from and preferable from my standpoint to public-interest bargaining? In the IBB process, labor and management are still the parties at the table. The “mutual” interests are defined by management and labor, and they tend to involve accepting the current direction of the academy. Moreover, there is little evidence that the

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<sup>1</sup> Gary Rhoades, Ph.D. is Professor and Director, Center for the Study of Higher Education, College of Education at the University of Arizona, [grhoades@email.arizona.edu](mailto:grhoades@email.arizona.edu)

interests are systematically defined in ways that extend to the public interest and to redirecting the overriding priorities and direction of the institution.

By contrast, what I call public-interest bargaining (PIB) includes but extends beyond the two parties' immediate interests to a broader conception of what is at stake in and who is served by the negotiation, not just in the short-term, but also in the longer term. It offers a distinctive answer to the question I pose with my article's title, "What are we bargaining for?"

Consider the following contract provision. It is an article on class cancellation fees, a type of clause found in about one-quarter of contracts nationally (Rhoades, 2015).

A. The parties have a common interest in ensuring that adjunct faculty members have access to the necessary information and support services to fulfill the duties associated with the adjunct faculty member's appointment letter or other written agreement, so that the adjunct faculty member is able to teach effectively and in a manner consistent with the expectations of the University and its students.

The last sentence is key. It takes the issue beyond the employer and employee, beyond the question of the adjunct faculty member's relationship and responsibility to the institution, and vice versa, the institution's responsibility to the faculty member. It directly invokes a third party, the students, and their expectations. In doing so, it speaks to a broader public interest, for students and society, in students receiving a quality education. To be sure, it could go farther, for instance, in directly invoking "quality education" or the "public interest." But it is an interesting and important step.

The contract language above is in the collective bargaining agreement of adjunct faculty at Georgetown University, who are affiliated with Local 500 of the Service Employees International Union (SEIU). The parties engaged in the Georgetown negotiations did not undergo IBB training, nor did they engage in the formal IBB processes. Moreover, in a conference panel at the 2015 annual conference of the National Center for the Study of Collective Bargaining in Higher Education and the Professions, the participants did not describe the negotiation process they went through in IBB terms. But they did speak to the openness to the ideas of the other party and to identifying large goals, characteristics that are at the core of the IBB process. More importantly, in some regards they re-centered the negotiations on the core, democratic function of a university, to educate.

The Georgetown labor and management negotiations approach includes important elements of what I would classify as public-interest bargaining (PIB). For instance, there was some discussion of the loyalty of all the players to the institution and to the quality of education, which certainly could be seen as serving the public interest. But PIB is about more than serving the

interests of the individual college or university—it goes to considering the larger communities, and particularly the underserved segments of those communities in which higher education institutions are situated physically and socially. What was not so clear or explicit in the Georgetown panel was the connection to a broader public interest that is served by the work of Georgetown adjunct faculty. What was also not clear was a commitment to fundamentally reprioritizing investment in the core educational mission of the university, and to reconnecting that to the larger democratic function of higher education. That connection did feature in the organizing campaign for adjunct faculty and in the discourse and work of students who supported faculty unionization. In its fullest expression, PIB explicitly connects aspects of the negotiations to the public good. It could even involve labor and management making a joint announcement in talking about the contract publicly. And it could and should involve refocusing colleges and universities on quality, affordable higher education.

SEIU Local 500 is where adjunct faculty leaders gave form to the idea of a “metro strategy,” a concept and organizing strategy that has since spread nationally. Metro campaigns have been launched most prominently by SEIU in cities from Boston to Seattle to St. Louis, by the United Steelworkers (USW) in Pittsburgh, and by the American Federation of Teachers (AFT) in Philadelphia.<sup>2</sup>

As I will later emphasize (see also, Rhoades, 2013a; 2013b), such campaigns offer the potential for embedding expanded, collective, metro- or region-wide conceptions of public interest in bargaining that can be sublimated in negotiations between the management and labor of one higher education institution or system.

### **Public-interest bargaining: What It Is And Why We Need It**

Let me start by defining what I mean by PIB. Then, let me identify three premises that underlie why I think it is an important approach for both labor and management to consider, in at least some dimensions of their contract negotiations, and to incorporate into at least some contract language and provisions.

Simply put, PIB means that the parties: (a) frame some aspect of their negotiations and develop some language and provisions according to the broader social warrant for supporting not-for-profit higher education in the public interest; (b) feature in their public presentation of the negotiated contract the deeper social contract and public goods that are at the heart of the university or college in question; and (c) form task forces that explicitly address key issues of public interest in the policy arena, incorporating parties other than labor and management to

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<sup>2</sup> See also the opinion piece by Nicholas DiGiovanni in this volume of *JCBA*.

those working groups. I very much believe that the public is well served by a strong, vigorous negotiation of collective bargaining agreements between labor and management. However, in my view the public's broader stakes in and benefits from that negotiation are too often buried and lost in the process, both internally and externally. As a result, too often, in the eyes of the press and the public, all that is at stake at the table is whether unions win raises or management wins concessions, caps on costs, and flexibility to change, which unions are seen as blocking.

Three premises underlie my exploration and promotion of the possibilities of public-interest bargaining. First, both management and labor genuinely believe that they are ultimately the true stewards of the organization's best interests. What is more important than whether either or both parties are right is that in my experience in working with management associations and with faculty groups, members of each believe they are the true custodians of higher education's best, historical, and future interests. But unfortunately for each, neither the public nor the press seem in large measure to agree.

A second premise is that rightly or wrongly neither managers nor labor unions are looked upon very favorably in the public eye. They may not carry as poor a public rating in approval surveys as does the Congress of the United States. But they are not far behind in terms of being targets of public critique for pursuit of their own self-interest at the expense of some conception of a broader public interest (Devinatz, 2004).

My third premise is that it is possible for the parties involved in collective bargaining to engage in what I am calling public-interest bargaining (PIB). The proof, as it were, is in the language of at least some contracts. I turn now to several such examples of language to elaborate on what I mean by public-interest bargaining.

### **Examples of Contract Language That Reflect PIB**

In this section I offer examples of contract language that reflect PIB. The examples are organized around the basic domains of faculty work (e.g., instruction and research) as well as timely issues in the conduct of that work (e.g. the use of instructional technology). Moreover, I suggest how a standard structure found in many collective bargaining agreements could be adapted to PIB purposes. Finally, I speak to how the metro organizing of adjunct faculty could creatively address PIB considerations in ways that could be built into contract language.

#### **Language Related to Instruction**

In opening this paper, I provided an example of language in Georgetown's collective bargaining agreement with adjunct faculty. The access to instructional services provision is one

that found in several recent collective bargaining agreements negotiated by SEIU locals in the metro campaign. Not all have the particular public interest verbiage of Georgetown's contract. But the potential is there to build on existing language to invoke the justification and rationale for these provisions in relation to the public benefit. And the rationales that could be built into contractual language are quite consistent with what has become not just a mantra of adjunct activists, but also a connection that is increasingly acknowledged in the public domain, that the working conditions of faculty are the learning conditions of their students.

Along these same lines, about one-quarter of collective bargaining agreements nationally cover part-time faculty have provisions such that last minute class cancellations trigger a small fee/payment for adjunct faculty. Such provisions are more common in recently negotiated metro campaign contracts. The last minute cancellations and general uncertainty about appointment/reappointment are problematic not just for the faculty, but also for the students. Compromising the ability of and incentive for faculty to invest time in preparing a class before it starts compromises the ability of students to plan their schedules and prepare for their classes.

At present, contract language on class cancellation generally lacks explicit reference to the rationales that justify such cancellations. In the few exceptions to this pattern, the rationales consist of either under-enrollment (left undefined) or displacement to allow a full-time faculty member to fill out their teaching load. Two contracts negotiated by locals that are part of metro campaigns provide an exception and an opening for incorporating public interest considerations. The GWU contract provides a specific standard for defining "under-enrollment"; it also outlines terms under which the course can still be taught (Rhoades, 2015b):

If the reason for the cancellation is insufficient enrollment, the applicable Department, Program, or School, may, in its sole discretion, offer the Faculty member the option of teaching the students who had enrolled in the course. In that event, the Faculty member shall receive, in addition to any course reduction fee, compensation at a per student rate or other rate determined by mutual agreement with the applicable Department, Program, or School. In the event that agreement is not reached, the course reduction fee will still apply.

No rationale as to why such a choice might be made is offered. But it should not be too hard to see that the interests not just of the adjunct faculty member, but also of the students are served by this decision. Thus, there could be a clause in the provision explicitly referring to the benefit to the students of having such continuity/stability in course offerings they signed up for.

Georgetown University's contract, also negotiated with an affiliate of SEIU Local 500, provides quite a detailed, delimited set of rationales for class cancellation, limiting the discretion of managers to make this decision arbitrarily, and ensuring it is more of a planned, curricular

process. Again, it should not be too hard to see and to insert language to the effect that students have an interest in the continuity of course offerings. That would take the provision beyond a negotiation between the interests of labor and management to the broader interests of the students, and thus the public interest. It would also re-center the importance of educational effectiveness, prioritizing it over some false sense of efficiencies gained by “just-in-time” delivery models of staffing, which are not just in time for the students or for quality education.

### **Language Related to Technology.**

Of increasing importance in thinking about and negotiating matters to do with instruction is the growing use of various communication technologies, in distance education as well as in so-called “hybrid” or “flipped” classes that combine face-to-face with technology mediated instruction. Moreover, virtually all classes now are mediated by technology, most typically through course management systems. And more and more contracts now have some contractual provisions regarding the use of instructional technology.

The most common technology provisions in collective bargaining agreements have to do with pay and/or with intellectual property rights. By far most provisions focus on individual faculty members (e.g., whether they must teach distance education as part of their load) versus on collective considerations (e.g., whether distance education must be performed by members of the bargaining unit). A number focus on quality related considerations, such as class size in technology-mediated classes, or training and support for faculty teaching online or in hybrid form.

In various ways the public interest is implicated by the expanded use of instructional technologies. The public has an interest in distance and other forms of technology mediated instruction being educationally effective and cost efficient. And there is a public interest in students being well served by and in the use of technology in their education.

One interesting and distinctive case of such PIB language is found in the contract of Chicago State University, in relation to evaluation: “Student evaluations will be conducted according to the DAC [Distance Ed Advisory Committee]. These evaluations are primarily for the assessment of the format of the instruction and may not be used to determine the effectiveness of individual instructors in this teaching modality.” Quite explicitly, the contract shifts the role of student evaluations of instruction to address the modality itself, not the instructor, as there is an interest in understanding the extent to which from the standpoint of students, the instructional modality is working for them. Another provision in the contract similarly speaks to adequate advising of students in relation to distance education courses, indicating that departments should: “provide the methodology to evaluate the effectiveness of the

distance learning offerings; develop a procedure that ensures adequate advisement for students registering for online courses.” Yet another provision speaks to students being supported in the use of technology: “provide technical support and customer service to faculty teaching a distance education course and to students taking a distance education course; . . . assist in the assessment of student capability to use education technology.”

The above example of contract language takes the negotiation beyond the two interested parties to include quality education and students. It clarifies a public interest in the treatment and support of students, as well as of quality higher education. And it offers a path to more fully incorporating into contract language concerns related to the public good.

The language in the Chicago State University contract is likely related to the types of students who attend that institution—lower income, first in their families to attend college, and students of color. Herein lies an important point. Contract language should be speaking not just to the question of how technology is working for students generally, but also for the extent to which it is working for the underserved and growing populations of students. To what extent is it reducing the achievement gap, and to what extent is it simply layering a digital divide on top of other inequities in the academy? We should not be assuming that all students are digital natives with easy access to high speed Internet. Rather we should be asking the democratic question of whether this instructional modality is reducing educational inequities or increasing them, and whether it works for the student populations that are least well served by our current system.

### **Language Related to Research and Intellectual Property**

As noted earlier, one of the most common clauses in articles about technology addresses ownership of intellectual property. They address questions of ownership and proceeds from intellectual property produced by faculty members. At present, what defines such contractual provisions overwhelmingly is the negotiation between managers seeing such products as the source of an important potential revenue stream, over which they are claiming ownership and control, and faculty seeking to preserve quality control, ownership and claims to the proceeds generated by their creations (Rhoades, 1998; 2001). Yet as Rhoades (2001, p.43) writes, “Our negotiations currently leave out the public as a claimant; the public has become simply a marketplace from which academics and corporate-style institutions of higher education can generate revenue.” The result is that public space is diminishing in favor of the commodification of knowledge.

Yet there are alternatives to the current pattern that might serve both parties in collective bargaining, by foregrounding the public good and the public domain. One example is found in the preamble of the Northern Illinois University contract: “Since the free search for truth and its



free exposition are essential to the common good, policies on intellectual property, copyright, and patent should not bridge academic freedom.” (Smith et al., 2011). It is worthwhile to find ways to foreground the significance of the public domain in contractual provisions about the publicly subsidized knowledge created in colleges and universities. What is lacking, though is possible, in the current contract provisions about intellectual property is language that would set aside some portion of proceeds of intellectual property for students and the community. So, too, it should be feasible to negotiate language that ensures the property remains in the public domain (e.g. by ensuring non—exclusive licensing of intellectual products, or by ensuring some forms of public domain access, as is done with books in libraries). The aim here is not to compromise faculty members’ creative rights, but to recognize the rights of the public to knowledge that has been created with the support of various forms of public subsidy.

Another unexplored way in which the public interest could be expanded in intellectual property provisions is by focusing on the rights of students. For example, consider provisions surrounding the taping of courses. At present, the focus, and rightfully so, is on faculty having to approve any taping of their courses. There are a few good examples of language in this regard, though they represent a small minority of the provisions: “No synchronous DE course shall be taped without the faculty member’s permission.” (Suffolk Community College) But what of the rights of the students in the class? There is no language related to students’ right to NOT be taped.

Classrooms, and classroom discussions and communication are free, safe spaces for communication by students as well as faculty. Yet technology has the potential to not only commodify such space, but to reduce its openness and the freedom enjoyed within it by opening it up to external influence. Students may not want to have images of them or the opinions and views they share taped as a product, or made available for all to see. Doing so arguably compromises their right to privacy as well as their freedom to speak. As in earlier provisions, invoking the rights of the students, in terms of larger public goods (privacy, academic freedom), is a way of engaging in public-interest bargaining.

### **Labor/Management Committees**

A provision commonly found in collective bargaining agreements is one that establishes a labor/management task force or committee that is charged to address issues that are either unresolved or that labor and management wish to explore as a step to later negotiations. The work of such task forces is generally non-binding on the two parties to the contract, although it can lead to language and to committees that in subsequent negotiations get built into the contract. Typically, such task forces have an equal balance of members from labor and from management, and involve addressing a wide range of issues.

D. The University and the Association shall establish a Joint Distance Education / Academic Computing Committee of four representatives from each party which shall meet at least once per semester to discuss unresolved and emergent issues relative to distance education, including working conditions, compensation for web-based course offerings, and academic computing. (University of Maine)

Two additional steps would take this conventional mechanism to public-interest bargaining. A first step would be to explicitly incorporate broader public interest issues into the work of the task force. For instance, on the issue of distance education, task forces could be addressing ways of evaluating the actual cost and educational effectiveness of technology-mediated education, the extent to which students are being adequately prepared and supported in the use of instructional technology, and the extent to which there is a heightened digital divide that plays out in new technology providing new layers of sharper social stratification by class and race/ethnicity in particular. In other words, in reference to the task force language above, move beyond the working conditions to explicitly address the learning conditions and the public interest embedded in a more democratic higher education.

Moving beyond the particular language noted in the language above, one could imagine a task force addressing larger issues of institutional priorities. For instance, task forces could examine the proportion of expenditures going to instruction over time, and provide plans for rebalancing the misplaced priorities of the last several decades that are moving monies in relative terms away from core mission.

A second step would be to incorporate a wider range of players into such task forces. At present, the task forces that are established in collective bargaining agreements are focused on representing labor and management. Why could such joint committees not include students, representatives of community, parent, ethnic, and labor groups that have a stake in the work of the local college or university? Doing so would literally embody a range of public interest considerations into collective bargaining.

## **Metro Campaigns**

The metro campaigns offer a distinctive, imaginative approach to organizing, but it could also involve broader, public interest matters in metro regions. At present, and for many of the metro campaigns, there is a very smart recognition that it makes sense to organize where the workers are—that is, across the metro region. The push is essentially to organize as many campuses as possible in an area, but also to build towards the eventual goal of metro-wide locals and contracts for adjunct faculty.

Yet metro campaigns could do much more by way of thinking about students and the larger community, in ways that more explicitly speak to the public interest. That conception of public interest could involve the interests of populations that have long been discriminated against, underserved, or largely excluded by higher education. It could also involve ideas about general public goods that could be enhanced by higher education institutions and systems. Consider the fact that just as many adjunct faculty work at many campuses over the course of their career, and sometimes in the same semester, so too, large numbers of students take classes at more than one institution. So we should be thinking of ways in which we can organize support and interaction with students across regions, not just on a campus-by-campus basis. We should particularly be thinking that way with regard to lower income and first-in-their-family-to-go-to-college students who are more likely to be commuters to and from rather than residents on campuses. Can we not think about how to coordinate and center outreach, bridge, and support services in various metro areas, placing them where the students are more than where the campuses are?

More than that, one could imagine ways in which metro campaigns could aim to transform the structure of educational opportunity and the quality of life in a metro region. The adjunct labor movement has successfully advanced a mantra of “our working conditions are our students’ learning conditions.” A direct translation of that is the recognition that disrespect of employees is disrespect for the students and communities they serve. It should be possible, then, to take the next step and to explicitly intersect the public interest with the metro organizing campaigns.

### **Conclusion**

Underlying the idea of the public-interest bargaining that I am suggesting is the value of connecting the negotiation among private interests in collective bargaining to the public interest in a larger sense. As Studs Terkel (2003, p.vii) has written of activists in social movements, “Nicholas von Hoffman put it succinctly several years ago: ‘Often in putting right their private wrongs, groups of people have re-animated our public rights.’” There is an opportunity, then, for academic labor activists to embed broader workers’ rights and civil rights considerations in their negotiations and contracts.

Some scholars and analysts have made the case that such public goods are at the heart of successful public sector union campaigns and of “social movement unionism” (e.g., Johnston, 1994). I am suggesting a next step consisting of building such considerations into the negotiation process, into what I am calling public-interest bargaining. The benefits of PIB accrue not only to the broader publics that should be better served by higher education, and not only to academic labor, but also to management. Both parties to the negotiation stand to benefit from PIB.

In suggesting that negotiating parties consider incorporating PIB into some parts of their exchanges, I am by no means suggesting that labor and management should not acknowledge and act on the competing and distinctive interests they may bring into any particular negotiation. That would be naïve. Nor am I suggesting that management and labor hold hands and sing Kumbayah around the negotiating table. That would be not just naïve, it would also probably yield a less than melodious harmony.

Yet to the extent that we fail to incorporate and publicly advance any conception of public-interest bargaining we run the risk of continuing to lose, or failing to regain renewed public trust and the corresponding public investment in higher education. That path is self-defeating for both parties at the negotiating table.

Let me return for a moment to the three premises that underlie this article. Both labor and management see themselves and claim to be the true stewards of the public interest. Yet neither has the full confidence of the public in this regard. Given that, it should not be hard to frame some aspect of the negotiations and develop some language that speaks to the broader social warrant for supporting not-for-profit higher education. Similarly, it should not be hard to speak publicly about the contract in terms of the public goods that are at the heart of the working conditions being negotiated.

However difficult the negotiations over certain issues it ought to be possible for labor and management to engage in a “positive class compromise” (Wright, 2000). What Wright (2000, p.958) is referring to with that concept is the “possibility of a non-zero-sum game between workers and capitalists, a game in which both parties can improve their position through various forms of active, mutual cooperation.” Wright contrasts that situation with class “capitulation” or with “negative class compromise in which the two parties “refrain from mutual damage in exchange for concessions on both sides” (2000, p.957). The interpretation I am providing of a positive compromise is one that builds public support for unions, management, and for the process of collective bargaining.<sup>3</sup>

In my view, any one of the practices I have suggested above in the introduction and body of the paper, would constitute a step in this direction. That could include something as simple as a joint announcement by the two parties of what the contract addresses by way of the public interest (not in lieu of but in addition to separate announcements elsewhere). It could include a preamble to provisions that invoke various aspects of the public good. And it could include simple clauses or provisions within the contract, as referred to above, that invoke broader public

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<sup>3</sup> My thanks to a discussant on my paper at the 2015 National Conference of the National Center for the Study of Collective Bargaining in Higher Education and the Professions, Dean Sue Schurman of Rutgers University, for suggesting this point in her comments.

interests that could be re-animated in the negotiation of interests between labor and management. Any of these would constitute one important aspect of positive class compromise.

Along these lines, it should also not be a bridge too far for labor and management to commit themselves to working together in a nonbinding process on some issue clearly grounded in the public good. With the intense national concern about college costs, it ought to be feasible to explore some conditions that contribute to those costs, such as the rising costs of textbooks and instructional materials, with an eye to coming up with remedies that serve students and their families. The mechanism for undertaking such work is already embedded in the past practices of collective bargaining. It is common for collective bargaining agreements to include memoranda that consist of appointing joint labor and management groups. Again, both parties claim to be working in and to be stewards of the public interest. And the work of such committees is nonbinding. So there is quite literally virtually nothing to lose in taking this step. It should also be possible to find a way to expand the membership of these committees, to include representatives of relevant groups outside labor and management. That would constitute a second type of positive compromise in which the parties' pursuit of private rights pivots to a re-animation of public rights.

Finally, a third type of positive compromise in the spirit of public-interest bargaining, could be to form common cause in jointly calling for greater public investment for public benefit. Part of the effectiveness and even legitimacy of this claim from both management and labor hinges on the commitment to and effectiveness of the first two compromises, in showing that part of the focus in collective bargaining negotiations is on matters of the public interest. It is too uncommon, in my view, for management to see faculty unions as allies in lobbying for public support. That is a mistake. There are times when faculty groups can be considerably more aggressive, creative, and effective in articulating a message about supporting public investment in higher education than can senior administrators.

In closing this article on public-interest bargaining, let me reiterate a point I underscored in defining the concept. I believe the public interest is served by vigorously negotiated contracts among strong parties. The crucible of collective bargaining's structure can yield valuable benefits for not just the employee and the institution, but also for students, the quality of education, and society at large, and for the current renegotiation across societal sectors of the terms and conditions of employment and the rights of workers. Recently, I have made precisely that point in an essay on adjunct faculty unionizing (Rhoades, 2015a). In this piece, my point is not to denigrate or downgrade the value of collective bargaining processes that even if they do not always get enacted in this way can be the embodiment of workplace democracy. Rather, my point is that the two parties to collective bargaining both stand to benefit, as does the public's

perception of the negotiation process and of unions, by embodying elements of public-interest bargaining into the process.

## References

- Devinatz, V. G. (2004). Combatting the negative views of unions: A defense of labor studies. *Thought & Action*, Volume XX, 105-116.
- Federal Mediation and Conciliation Service. (2006). Principles and assumptions of traditional bargaining and IBB. *Interest based bargaining supplement*. Kansas City, MO, 2006.
- Johnston, P. (1994). *Success while others fail: Social movement and the public workplace*. Cornell: ILR Press.
- Laiacona, J. (2009). Unionizing in Chicago: Big gains for part-timers. *Thought & Action*, Volume XXV, 99-106.
- Rhoades, G. (2015a). Unionizing benefits adjunct faculty, students, and society. *New York Times*, Room for Debate, May 14, 2015.
- Rhoades, G. (2015b). Bread and roses, and quality too: A new faculty majority negotiating the new academy. Presentation at the National Center for the Study of Collective Bargaining in Higher Education and the Professions, New York City, April 2015.
- Rhoades, G. (2013a). Disruptive innovations for adjunct faculty: Common sense for the common good. *Thought & Action*, Volume 29, Fall (2013), 71-86.
- Rhoades, G. (2013b). Bargaining quality in part-time faculty working conditions: Beyond just-in-time employment and just-at-will non-renewal. *Journal of Collective Bargaining in the Academy*, Volume 4, 1.
- Rhoades, G. (2001). Whose property is it?: Negotiating with the university. *Academe*, 87, 5, 38-43.
- Rhoades, G. (1998). *Managed professionals: Unionized faculty and restructuring academic labor*. Albany, New York: State University of New York Press.
- Smith, M. F., Dougherty, K. A., and Rhoades, G. (2011). Bargaining virtual space. In Harold Weschler (Ed.), *NEA 2011 Higher Education Almanac*. Washington, D.C.: National Education Association
- Terkel, S. (2003). *Hope dies last: Keeping the faith in troubled times*. New York: The Free Press.
- Ventello, G. P. (2012). The negotiator: Conditions for successful interest based bargaining. *Thought & Action*, Volume 28, Fall (2012), 40-45.
- Wright, E. O. (2000). Working class power, capitalist class interests, and class compromise. *American Journal of Sociology*, 105, 4, 957-102.