Consulting in Union-Management Relations

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There exists by now a considerable body of information on unionism in libraries, but there is little to be found on the subject of consulting in this increasingly important area of library operation. Is there need for such specialization? If so, where are such specialists to be found, and what qualifications and preparation should they bring to the assignment? What role can the consultant play in library union-management relations? Before dealing with these questions, it will be useful to review the development of unions in libraries, to measure the impact of unionism on library management, and to examine the sources of assistance in union-management relations available to the library administrator.

Berelson, Clopine, Spicer, Goldstein, and more recently Biblo and Guyton¹ have recorded the essential history of library unionism. There is no need to retrace their steps here except to provide a backdrop for the subject at hand. There were outcroppings of union activity in libraries in the second and fourth decades of the century, but these movements represented only a small number of employees in a few large libraries and arose primarily as a result of economic hardship. The present wave of union activity, which began in the 1960s, is distinguishable from the earlier movements by the greater number of unions involved, larger memberships, inclusion of professionals and academic library personnel in unions, the enactment of protective legislation at various levels of government, the number of agreements bargained collectively, occasional job actions, and greater interest in unionism as reflected in the

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Early public library unions failed, among other reasons, because of their small memberships and short-term objectives and because of the opposition of library administrators. The current movement shows signs of greater stability and longer duration. By 1975, union membership had grown to an estimated 20 percent of librarians of all types,² and the unionization of support staffs is now substantial.³ In addition to objectives relating to compensation, working conditions, fair treatment, and job security, unions today have long-term professional objectives which can be most succinctly described as an effort to share in institutional decision-making. Overt administrative opposition to unionism has subsided as the result of protective legislation and the changing attitudes of society toward the rights and security of individuals and organized groups. The existence of collective bargaining agreements and the negotiating process leading to them have established unions as part of the operating pattern of libraries and have added momentum to the library union movement.

The chief difference between unions in public libraries and those in academic libraries is that the former usually have been affiliated with public employee organizations, whereas academic librarians are more likely to have been included in faculty unions. Another distinction is that while professional and support staffs are commonly included in the same bargaining unit in public library unions, they are often to be found in separate units in academic libraries.

Unionism in libraries has become a reckoning factor in library administration at a time when the library director’s responsibilities have been stretched in scope far beyond the traditional core areas of librarianship. To collection development and conservation, cataloging, reference and circulation services, policy formulation, and coordination of operations have been added involvements with new theories and techniques of management, automation, networking, cooperative enterprises, services to the disadvantaged, fund raising, and a host of laws, regulations, and procedures relating to equal employment opportunity and other aspects of personnel administration, including two legacies of the 1960s—participatory management and unionization.⁴ "The complexity of the problems," says Dougherty, "strain the abilities of even the most able and experienced library administrator. When one considers that in one day a person might be asked to cope with problems including affirmative action, automation, budget shortages, unionization, participatory management, it becomes easier to understand why so many library managers have voluntarily relinquished their positions as library directors."⁵
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The library director's role has thus become more complex as participatory management and unionization, coupled with increasing fiscal stringency, have diminished the administrator's power to act quickly, flexibly and, in some cases, effectively in dealing with daily operations and in carrying out the library's mission. As Shaffer has put it:

Any administrator...must be acutely conscious every moment of his working day of the ambivalent attitudes toward his authority on the part of his staff, his superiors, and outsiders. ...Too often, the administrator's life is exhausted by threat, demands for instant and radical change, public ridicule and debasement, and recurrent confrontations. His time, energy, and patience are devoted to "putting out fires," and little may be left for him to carry on the work of a productive manager.6

In recent years library administrative officers have come to be referred to by some library employees as "management" and, as is evident from the two articles just cited, the term library manager has begun to appear in the literature and even in organization charts. In view of the many constraints now imposed on administrative officers, this new appellation is becoming increasingly apt.

Especially in the initial years, unionization can produce a psychological relationship between administration and employees that exacerbates any difficulties that may arise. Although there is a view that this relationship can be collegial, the more common experience is one of polarization of senior staff and union members. The problem can be particularly acute for the library director, who may have difficulty comprehending the new relationship and adjusting to it and who is hampered by the additional limitations placed on his ability to act freely. The position of the administrator may be ambivalent with respect to the union. He may or may not share the point of view of the staff on the one hand, or that of the trustees whom he represents or with whom he sits at the bargaining table on the other. For these reasons, the administrator may find it difficult to participate honestly and objectively in collective bargaining processes, grievance hearings, and arbitration proceedings.

Even if the library administrator is informed about labor-management matters and is free of philosophical conflicts or adverse psychological attitudes or is able to overcome them, he may be unpracticed in the art of negotiation and may experience discomfort in the negotiator's role. The library negotiator needs to be able to maintain a certain dignity without, at the same time, appearing to be stuffy. He should have a good understanding of human nature and should be a
good judge thereof. He should have a good sense of humor. He needs to have solid information about the kinds of work performed by the staff. He should know something of law, psychology, economics, statistics. He should have research ability. He should be a quick thinker, an effective speaker, a good listener. He has to know when and how to stand firm as well as when to concede. Even a skilled library negotiator, however, is in a disadvantageous position in relation to a union negotiator, who through training and experience has most likely developed negotiating expertise and who, in any event, can participate in negotiating sessions with greater ease and is better able to employ histrionics when such a technique seems to be indicated.

The effects of unionization on library administration have been reported in the literature by a number of administrators and others who have studied administrators' views. Although recognition is often given in these reports to the positive values of unionization, the weight of opinion up to now is that the effects have been for the most part dysfunctional. Among the positive effects on library administration attributable to unionization are guaranteed employee rights, a more evenhanded treatment of staff, better working hours, attractive pay scales, and faculty status; a greater emphasis on the management function, including more formalized personnel policies and procedures and better communication; a better understanding of the institution, its administrative processes and financial restrictions; and improvement of service. On the negative side are the limitations unionization places on outstanding and innovative performance; diminution of individual freedom that may decrease job satisfaction; lack of responsibility on the part of union leaders, lack of professionalism among staff; the adversary relationship, time-consuming grievance and arbitration proceedings and other conflicts, endless paperwork, a decrease in the power of the administrator, inflexibility, restrictions on contracting out, restrictions in automation and other technological advances, higher costs; arbitration decisions that are adverse to service, and other threats to the service function.

It must be emphasized that the above listing is nothing more than an attempt to synthesize what has been stated in the literature. Obviously, some benefits attributed to unionization have been achieved under enlightened administrations without unionization. By the same token, not all of the so-called dysfunctional aspects of unionization can be said to be universally valid. For example, among present-day library directors of demonstrated ability, there are several whose union activity and leadership have almost certainly contributed substantially to their
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development and success. In the opinion of some, the authoritarian administrative style of some library directors caused an adversary relationship to exist between administration and staff long before unionization and was one of the reasons for the emergence of labor unions in libraries.8

The library director must be prepared to deal not only with changes in the administrative environment, but also with the welter of questions that will arise with the advent of unionization. What laws are relevant to the situation at hand? Federal laws and rulings or state and local laws? Or, as is true in some states, no laws at all? Under what jurisdiction does the library fall? The National Labor Relations Board, if a private institution; a local agency, if public; or no agency at all? What personnel are to be included? What personnel are to be excluded from representation? What procedures are to be followed if there is an election and if the union is recognized and certified? Is the union independent, or is it affiliated with a national organization? If the latter, what is the nature of that organization? What is considered to be unfair labor practice on the part of both management and the union? What is the duty of the library to bargain? What is the proper scope of bargaining is a question not easily answered. What issues are not, by law, subject to bargaining? What responses are to be made to union demands? What proposals can management make in bargaining that will result in concrete gains in terms of economy or improvement in service? What proposals are there that can be traded off with impunity? How should the administrator respond to the union’s demand for a labor-management committee? How is the contract to be administered? What is grievable and what is arbitrable, and how are grievances, job actions, and arbitration proceedings to be handled? If a strike is threatened, is it legal (as in the case of a private institution) or illegal (as in the case of some public institutions or government agencies)? What provisions should be made for operating the institution during a job action?

How can the administrator develop the expertise necessary to deal with these new requirements? As has been pointed out, the literature of library unionism has grown considerably in volume over the past decade. Chaplan, a specialist in industrial relations librarianship, has compiled a bibliography3 that can be recommended because it contains helpful commentary and is designed for the benefit of a person having little knowledge of the subject who might be faced with a bargaining situation. The bibliography is selective; only the most important contributions to an understanding of the subject have been included. It goes beyond the purpose of this article to evaluate writings in the field, but
two works should be mentioned because they deal substantively with matters relating to the legal framework and the actual processes of union-management relations. In 1969, Vignone formulated a model set of procedures under which public library employees in Pennsylvania might bargain collectively. With one exception, these procedures were validated in the following year by legislation in that state (the Pennsylvania Public Employe Relations Act). The exception had to do with the proposition known as "agency shop" which the Pennsylvania legislation neither endorsed nor invalidated. (In an agency shop, a union may collect union dues or an equivalent "contract consideration fee" from all employees with job titles included in the bargaining unit whether the employees are union members or not.) Vignone's model is useful because it provides an example of the legal basis for public library employee bargaining. Weatherford, experienced as both library director and negotiator, has produced what he calls a "primer of collective bargaining for the faculty in general, with special emphasis on academic librarians." Although oriented to academic libraries, Weatherford's work is of value to administrators and union members in public libraries also because it deals with the specifics of unionization and collective bargaining: determination of the bargaining unit, terms and conditions of employment, compensation, governance, and contract administration.

In addition to self-education through reading, the administrator can avail himself of courses in labor relations offered in most universities and even in library schools, where collective bargaining is beginning to be included in the curriculum; but universities are not always located conveniently, and classroom consideration of the subject, in any event, may have only limited meaning when separated from the dynamics of a union-management relationship.

Unlike organizations in other professions, notably teaching, which have taken on the function of the labor union, professional organizations in the library field have been satisfied for the most part to serve merely as conveyors of information on labor matters. In 1970 the Board of Directors of the Library Administration Division of the American Library Association adopted a position paper stating that the ALA "will promote bargaining legislation, inform its constituents about bargaining trends, assist library personnel in data gathering, and encourage training programs relating to bargaining," but this was never adopted as policy by the ALA as a whole. As matters now stand, the association offers little by way of assistance beyond what can be found in its publications and conference programs. The Office of Man-
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agement Studies of the Association of Research Libraries has issued a series of publications on collective bargaining and grievance procedures that can be useful in the administrator's orientation. One of these, a "Review of Collective Bargaining Activities in Academic and Research Libraries," while no longer up to date, contains information on how various academic libraries have handled labor relations and suggests avenues of assistance. A "kit" on "Collective Bargaining" provides guidance as to what administrators may and may not do in discussing unionization and includes sample election procedures and sample contracts. Another "kit" on "Grievance Procedures" is primarily a collection of grievance and termination procedures followed in various institutions.

If the library has a parent institution there may be an experienced personnel officer, a labor relations officer, or staff legal counsel who can be turned to for assistance, or, if the library is part of a government entity, there will be a department or agency of government charged with responsibility for labor relations. The amount and kind of assistance that can be expected from such sources will vary depending on the experience and competence of the personnel in the agency and the time available to give advice or to participate in labor matters. There is also a question as to the nature of the relationship of the library to the parent body and the responsibility such an agency would have for labor relations in the library. For example, a library board may be empowered legally to exercise full jurisdiction over the library even if it is dependent on public funds. Whether obtained through the parent organization or from outside the institution, however, legal counsel will be necessary at various steps along the way, particularly in the initial phases of union activity and in the writing of the contract. It is usual, also, for management to be represented by counsel at arbitration hearings.

The administrator may also call on the services of a labor relations consultant. Lippitt has described consultation as a voluntary relationship, perceived as temporary, between a "help-seeking system" (the client) and a professionally qualified "helper" from outside the organization (the consultant) in which the consultant is attempting to help the client solve a current or potential problem. It should be made clear that the term labor consultant is not used here, as is sometimes the case, as synonymous with "union buster," a person utilized by management to prevent employees from organizing or to induce them to participate in unions formed or favored by management. Instead, we are describing the consultant who can ease the administrator's task by offering a reservoir of knowledge of legal requirements, labor standards, and
labor-management procedures which otherwise would be available to the library board and director only through painstaking research and wasteful trial and error. The need for consultation may be greatest in the small library in which trustees and administration are without access to personnel or labor relations specialists to guide them, but consultants have been utilized also to good advantage in larger organizations.17

Who are the consultants in labor relations, and where are they to be found? The Academic Collective Bargaining Information Service, established by the Association of American Colleges, is a source of information on various aspects of collective bargaining, including the availability of consultation services.18 Most directories and reference works in the consulting field are business- and industry-oriented and are of little immediate help. The Directory of Library Consultants19 does not list labor-management relations as a consulting specialty, nor is it included as a subspecialty under the heading most closely related to it—personnel. There are only a few librarians who have developed competence in the field. One of these reports that after serving as a member of a university management negotiating team in three rounds of bargaining, he was asked to chair the team. He estimates that negotiations with the union consumed some fifteen months over a six-year period.20 Experience of this kind and degree among librarians is not common.

In labor relations, it will probably be necessary to draw on professions other than librarianship for the required expertise. The usual practice is to turn to the legal profession, or to the professors in schools of labor and industrial relations and business administration, or possibly to management consulting firms. Lawyers specializing in the labor field may function expertly as consultants; their services are costly, however, and are perhaps best reserved for times when legal assistance is mandatory. Nonlawyer consultants have varying backgrounds in the academic world, in management, in labor unions, or in government, and work either as individuals or in association with universities or consulting organizations. Nonlawyer consultants, however, cannot take the place of lawyers. They must refer legal questions to lawyers. Some accept cases only through lawyers. Some work in tandem with attorneys.21

Lewis has described the involvement of one "lawyer-consultant" in the negotiation of a library-union contract.22 His report traces the history of a union local from its origin through the first agreement between the union and management. In this case the management team was made up of three senior administrators (exclusive of the library
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director) with the lawyer-consultant present at the bargaining table. The negotiations lasted seven months. A report on the same set of circumstances by Lubin and Brandwein, officers of the union at the time, indicates that the lawyer-consultant’s role in this case was more dominant than would be evident from Lewis’s account: “At a first meeting...an agreement was reached to begin dues check-off and establish an interim grievance procedure....Optimism was high that a satisfactory agreement could be reached...without any great difficulties. It was at this point that Mr. Lewis arrived on the scene, club in hand, ready to beat down the union if only he were given the chance.” In Lewis’s account, the lawyer-consultant makes clear his reason for concern over developments that had taken place before his participation as labor counsel, illustrating the need for consultation services at an early stage in management-union relations:

The union immediately took the position that it would not engage in the full scope of collective bargaining before their demands for dues checkoff and a grievance procedure were met. The library reluctantly agreed to discuss these two preliminary matters, although...this resulted in the granting of major concessions which ordinarily would have been part of the full scope of bargaining....The library might have withheld this valuable union tool [the checkoff] until it obtained from the union some “quid pro quo”....Thus the union obtained for itself a substantial privilege, even before it began its attempts to produce any tangible benefits for its members.

Taken together, these reports provide a useful insight into labor-management relations in a library from both management and labor points of view and serve as a good introduction to the subject. Brandwein has described the state of affairs between this same library and union as they were more than a decade later. This time, interestingly enough, he reports as a representative of management: “With the settlement of the major dispute concerning promotional policies in late 1969, and the change in attitude and makeup of the library administration in early 1970, the period of confrontation drew to a close. Each side made the conscious choice of moving along the path of reason, accommodation, and peaceful coexistence.” In still another instance a lawyer-consultant who actually conducted the initial negotiations for management was replaced in that role by the assistant chief librarian as the result of union dissatisfaction and pressure.

The involvement of the “professor-consultant” in library union-
management relations is exemplified in the work of Harris, who specializes in the field. His qualifications include work as arbitrator, hearing officer, mediator, fact-finder, and conciliator. He has offered instruction in library labor-management relations in a library school and issues a newsletter devoted to library personnel management and collective bargaining. He has negotiated contracts on behalf of library boards. Harris's contributions to the literature consist, for the most part, of advice addressed to both trustees and unionized staff. He counsels trustees, for example, to take particular care in the preparation of management's proposals for bargaining. Here, he says, the advice of experts (i.e., consultants) is essential: "Their input is needed in the preparatory phase as well as in negotiating the final agreement. Oversights and misuse of language and vagueness can be costly. Those who have been reversed by arbitrators will attest to this fact." Harris's advice to staff, written from the management perspective, can be characterized by the dictum "moderation in all things": "The director and trustees regarded you in one light before the decision [to unionize] and in another light afterward. Searching for the middle ground is a worthy objective."

Reference has already been made to the consultant's participation in contract negotiation. To begin with, he can advise on the composition of the management team. It is advisable, for example, that trustees not appear at the bargaining table except as silent observers in order to avoid the possibility or suggestion of premature commitments or rejections. The consultant can help establish the ground rules for bargaining. It must be understood, for instance, that neither management nor the union can be allowed to put new proposals on the table once negotiations have commenced and that agreements reached during the course of bargaining are tentative and have no validity until the bargaining has been concluded and the entire agreement accepted by both sides. The consultant can suggest procedures to be followed in bargaining sessions. Careful note-taking is necessary, for example, and language should be spelled out as agreements are reached on individual parts of the contract, lest there be misunderstanding when the final document is drawn.

The consultant can assist in developing negotiating strategy. Management's list of proposals should be extensive enough to permit trade-offs since the union's list of demands is typically longer. The consultant can make certain that one of management's demands is for a "management rights" clause in the contract. Although managements often assume that rights not conceded by the agreement with the union
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continue to be theirs, the management rights clause will serve as a reminder that management is responsible for determining the institution's services, staffing and scheduling, and that it has the right to direct and control its employees, including the right to hire, transfer, promote, demote, discipline, suspend, or discharge personnel; to locate its physical facilities and equipment; and to control its property.

The consultant can also help guard against the inclusion in the contract of restrictive clauses which tie the library's hands in contracting out certain operations such as binding, in instituting new processes such as automated systems, and in participating in cooperative enterprises designed to improve service and reduce the rate at which costs increase. He can emphasize the importance of precision in contract language. Management, for example, should not agree to the inclusion in the contract of blanket provisions such as the continuation of all past practices, but should indicate, at least by reference, the specific practices being continued.

The consultant can also serve as an information resource for management. The union negotiator will come to the bargaining table armed with data on the cost of living and other matters relevant to the negotiations, information most probably supplied by the union's research department. A management negotiator is unlikely to have had the benefit of research support of this kind. Since the consultant, like the union, is in the business of keeping abreast of developments in the labor field, he can function as the library negotiator's primary source of such information.

A consultant can be helpful also in connection with various aspects of contract administration, especially in the handling of the grievance procedure. If there appears to be any basis for a grievance at all, the union, for obvious reasons, is likely to pursue the grievance as far as is necessary to obtain a ruling favorable to the grievant. At the same time, unless an obvious injustice exists, administrators tend to be stiff-necked in defense of the organization in grievance hearings. Nothing, other than contract bargaining, is more time-consuming and expensive than the grievance procedure, and nothing, other than a job action, is more disagreeable. Unless a matter of principle is involved, there is little point in allowing the union to take a case to arbitration if chances for a decision favorable to management are not good. A series of decisions adverse to management tends to weaken the administration's position vis-à-vis the union. The consultant is able to view the grievance more objectively than management, to advise on the merits of management's position, to predict the likelihood of an adverse or favorable ruling, and
to weigh the importance of the effect of the arbitrator’s award.

Another aspect of contract administration in which the consultant can be utilized is in helping middle management and supervisory staff adjust to a new, unionized situation or, in cases where the union is not a new phenomenon, in explaining the significance of the provisions of new contracts. The effect of unionization on supervisors may be two-fold. Supervisors continue to be responsible to management for the productive and economic performance of work of appropriate quality, but their authority, like that of the director, has been diminished by unionization. If supervisors are union members, there is also a possible problem of divided loyalty, a source of difficulty particularly when supervisors are involved in grievance hearings and arbitration proceedings. Seminars on contract administration and interpretation conducted by a consultant can be instrumental in helping key members of the organization think through these situations, and can help ease tensions that may have arisen between supervisors and top management as a result of unionization.

At times of crisis in labor-management relations, a labor consultant can function in an advisory capacity. He knows from experience how to measure the effect of such occurrences as demonstrations and job actions, and can help management determine whether its position is strong enough to take a strike or whether (for public relations reasons, for example) it would be better to seek quick settlement of the dispute. If there is an impasse, a consultant can function as fact-finder or mediator, but in this case he must be impartial, representing neither labor nor management. The same is true of consultants who serve as arbitrators in grievance cases. Consultants acting in these capacities usually do not accept consulting assignments involving contract negotiations or bargaining strategy because they want to maintain their neutrality beyond the shadow of a doubt.30

Nothing has been said about the need for consultation on the part of the library union. An independent, unaffiliated union would have use for such services, as would a union in the process of organizing and making a decision with respect to affiliation. The literature records instances where consulting services were employed by unions at this stage of unionization.31 In most cases, however, union headquarters is likely to be involved early, sometimes even before organizing begins. After affiliation, union headquarters may provide a wide range of expert services to locals, including research services and the assignment of a headquarters official as chief negotiator during the bargaining process, a headquarters representative at certain steps of grievance hearings, and
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legal counsel at arbitration proceedings. There is also evidence to suggest that headquarters assistance can be gratuitous, amounting at times to domination and even attempted control.

Unionization, a fact of life in many libraries, has added significantly to the library administrator's growing scope of responsibilities and has changed the character of library management and operation, limiting the ability of the administrator to "direct" the organization and requiring him to acquire new knowledge and skills. The labor relations consultant can facilitate the unionization process from the management point of view and can be effective in the negotiation and administration of the library-union contract. Consultants also serve both labor and management in the roles of fact-finder, mediator, and arbitrator.

References


4. McAnally, Arthur M., and Downs, Robert B. "The Changing Role of Directors of University Libraries," College & Research Libraries 34:103-25, March 1973. This development in library administration has been commented on by a number of writers in the field. The article cited here is probably the "classic" statement.


