

SEIU May Promise Changes They Have No Power to Guarantee at the Bargaining Table

Unions typically make promises about increased pay and improved benefits to persuade employees to sign a union card or vote for the union.

The National Labor Relations Board says unions are allowed to make promises they have no actual power to guarantee because those promises are considered “mere pre-election propaganda.”

[Shirlington Supermarket, Inc., 106 NLRB 666 (1953)]

The fact is there is no guarantee what will be included in a union contract, and the union cannot compel the university to agree to specific demands.

The Process to Negotiate a Union Contract

Collective bargaining is the give-and-take process of negotiating a union contract between the employer and the union. During bargaining, the union can make demands, but UT doesn't have to agree if they don't believe those demands are what's best for the higher education experience or our faculty.



*During negotiations, no matter how long they take, UT would not be allowed to make changes to the pay, benefits, or terms of employment of faculty in the bargaining unit without negotiating with the union.

A Strike is a Union's Greatest Threat During Bargaining

It's not certain that the union would take faculty on strike, but it is a fact that a union's greatest leverage during contract negotiations is the threat of a strike.

We've seen at other universities in our area how the union has walked away from the bargaining table to picket and taken faculty away from their classes and students to join them on the picket line. Consider how adversarial bargaining, pickets, and press coverage that focuses on labor and not the higher education experience would affect our higher education experience at UT.

If a strike were authorized, all faculty who are represented by the union would be pressured to go on strike, and those who are dues-paying members of the union could face possible union charges, discipline and fines for refusing to strike and/or for crossing the picket line.

One-Size-Fits-All Rules of a Union Contract

UT has a diverse faculty, and we respect the individuality and unique interests of each faculty colleague. A union contract, on the other hand, isn't about representing individuals, but rather, representing the collective whole of the bargaining unit. Many union contracts take a one-size-fits-all approach to pay and benefits and create ironclad rules for things like class scheduling. What is important to you may not align with the priorities of the union who is negotiating your contract. Depending on what is negotiated, you could get the same, more, or end up with less than you have now, and you may not agree with the final contract that you would be legally bound to follow.

For example: A union contract could stipulate that class scheduling is based on seniority of the faculty, which would restrict the flexibility of the department chairs to work directly with faculty colleagues to best accommodate their individual scheduling needs each semester.

OR

For example: A union contract could legally preclude faculty in the bargaining unit from participating in shared governance responsibilities, such as Faculty Senate, standing committees, faculty search committees, etc. These positions might be available only to those tenured and tenure-track faculty who would not be part of the bargaining unit.

Under a union contract, your department chair or dean would no longer have the flexibility to work directly with you to best accommodate your individual needs or resolve issues related to the department or college.