

Dueling Identities and Faculty Unions: A Canadian Case Study

Mike Burke and Joanne Naiman

University faculty in both Canada and the United States have traditionally held contradictory identities. They are, on the one hand, salaried employees who share a common set of working conditions with their colleagues. On the other hand, they are semi-autonomous entrepreneurs who retain some degree of control over the nature and pace of their work. The tensions between these identities have played out in particular ways over the last twenty years as the university sector across North America experienced major restructuring. This chapter uses the case study of the Faculty Association at Ryerson Polytechnic University in Toronto, Canada, to examine the determinants and consequences of contradictory faculty identities. It shows the close connection between faculty identities and the capacity of faculty unions to respond effectively to current changes in the university sector.

DUELING IDENTITIES

A number of social scientists have noted the contradictory elements within the stratum of workers that has evolved in modern capitalist societies (for example, Wright, 1978, 1985). These are workers, such as managers, technocrats, supervisors, or other semi-autonomous employees, who concurrently embody elements of both the traditional proletariat and the petty bourgeoisie. As in the case of Erik Olin Wright, the tendency has been to take these contradictions and externalize them as different locations in the class structure. However, another approach would be to formulate these contradictory elements as opposing identities within a single individual, identities arising from the real material conditions of a worker's employment.

DM HERMAN, JH SCHMID (EDS) LABOR IN THE CLASSROOM
FACTORY, THE CHANGING IDENTITY OF ACADEMIC LABOR,
WEETPORT: PRAEGER, 2003

On the one hand, of course, employees within this stratum collectively share at least some job-related elements with others in their workplace. They are paid a salary or wage for performing work whose conditions are in some important respects determined by their employer. It is this reality that promotes their common identity as workers. On the other hand, many work, to a greater or lesser extent, within a competitive system that pits them against fellow employees, gives them some control over their daily work activities and/or the work of others, and rewards them at least in part on the basis of their individual output. This development advances an individualistic entrepreneurial identity. The real conditions of different workplaces or occupations may promote one identity over the other.

These contradictory identities can help us gain some understanding of differing organizational outcomes within particular workplaces. If employees primarily identify themselves as entrepreneurs, they would likely show at least some interest in a *competitive model*, in which personal gains are made through individual competition, private negotiations with superiors, or some type of pay-for-performance award. In contrast, if employees more strongly identify themselves as workers, they would likely show more interest in a *collective model*, in which improvements in wages and working conditions are sought jointly with others via some kind of association or union. In the competitive model, one individual's gain is frequently another's loss in a zero-sum game, while in the collective model, employees make gains as a unit.

These models are, of course, not only the result of particular identities, but a cause of them as well. For example, a strongly competitive model in a particular workplace would likely tend to encourage an entrepreneurial identity among employees by providing structural inducements that emphasize the differences between employees and individualize their work. Incentive pay schemes that reward individual effort, such as piece-rate pay or merit pay, have this kind of effect.

From the employer's point of view, in general, a competitive model has financial and managerial advantages over a collective model, as indicated by the lengths to which some owners will go to keep unions out of their workplaces. However, given the contradictory identities of many employees, their preferences regarding organizational models are not at all self-evident.

It should be noted that these models do not usually exist in a "pure" form; they are polar extremes of what is, in effect, a continuum. Hence, many workplaces may have some elements from each of these opposing models. Nonetheless, the degree to which one or the other of these two models will be emphasized in any given workplace will be determined to a large extent by the local balance of power between the employer and employees, and by the degree to which employees identify themselves either as entrepreneurs or workers. These identities will, in turn, be determined partially by the kind of model that is dominant in the workplace.

Given the nature of academic activity, one would predict that the tendency would be for most university faculty to see themselves primarily as entrepre-

neers and, thus, favor the competitive model. While this identity may sometimes be viewed as elitism or snobbery on the part of academics, it may more clearly be understood as reflective of the way they labor. As one author (Tudiver 1999, 161) writes:

Almost unique among employees in advanced capitalist societies, academics control most of their own labor process. They operate essentially as semi-autonomous craft workers, free to set procedures and methods of work provided they reach assigned courses, conduct an acceptable amount of research, and maintain an adequate publication record. Within the boundaries of the curriculum and the length of scheduled courses, professors determine the content and pace of their teaching. They are free from supervision in the classroom or when they prepare lectures, and may work at any time of day, at different locations, without constraints of time clocks or dress codes.

Moreover, the line between employer and employee is often difficult to discern in the university setting. Aside from the obvious fact that university faculty work primarily in the public sphere and have no clear "owners" under whose employ they toil, the other main complicating factor is that many administrative managers are former (or even current) colleagues. Indeed, it is not uncommon in Canada for university faculty to move from leadership positions in their unions to top levels of administration. Moreover, senior faculty or those whose wages would surpass the average due to market factors (such as those in professional faculties) are likely to favor elements of a competitive model, in which their remuneration could almost certainly exceed the norm. Of course, this is the model that has traditionally dominated employer-employee relations at most universities in North America.

Notwithstanding these realities, however, university professors are also workers who share with fellow colleagues a common set of working conditions and problems. While certainly a privileged stratum of workers, university professors have frequently faced arbitrary measures from their superiors, including excessive workloads, inferior wages, or even dismissal. Moreover, while faculty may have a fairly high degree of autonomy over certain aspects of their daily work life, they have little or no influence over larger issues such as budgets, salaries, the size of the faculty complement, the approval or elimination of academic programs, and so on. One author (Rhoades 1998) tries to embody the contradictory nature of academic work by describing faculty as "managed professionals."

If a large group of faculty share poor or deteriorating conditions, they might be more likely to shift attention away from their self-perception as "professionals" to their shared identity as workers and thus increase their interest in a collective model. One obvious example would be contingent academic labor that historically has faced extremely poor wages and working conditions. For tenured faculty, an erosion of existing conditions might shift their identity and lead them to favor a more collective model.

The mere fact of unionization shifts faculty, at least formally, to a collective model, as contracts are negotiated on behalf of the entire faculty, or at least that

portion who are deemed to be part of the bargaining unit (Aronowitz 1997, 206). However, even within collective agreements there may be clauses that promote the entrepreneurial identity, including variable wage rates, merit provisions, bonus plans, managerial control over individual working conditions, and so on. For academics, the processes of obtaining tenure and promotion, in and of themselves, encourage the competitive model, even in unionized workplaces.

It should also be noted that the exceptional conditions in which academics have historically labored—as described so astutely in the quotation from Tudiver—set the stage for the particular tensions felt by university professors with regard to their contradictory and competing identities. On the one hand, the entrepreneurial identity, linked to the semi-autonomous nature of academic work, has, at times, actually encouraged university professors to collectively struggle to maintain or advance certain controls over their work and their workplace. For example, university professors have fought—and frequently won—the contractual right to have some say in hiring, the setting of program standards, faculty assessment, and promotion and tenure, as well as the right to sit on governance bodies that set university policies. Such rights and privileges are rarely seen in other workplaces.

On the other hand, university administrations may use this same entrepreneurial identity as an instrument to erode collective protections and encourage competitiveness among faculty. Indeed, academics may occasionally find themselves essentially doing the work of management in the name of faculty autonomy and professionalism. It is clear, then, that these dueling identities, and the workplace model that ensues from the ongoing struggle between these identities, must be understood in all their complexity and specificity.

The rest of this chapter focuses on the ongoing struggle between these two identities within the Ryerson Faculty Association (RFA), representing faculty at Ryerson Polytechnic University. It analyzes how the bifurcation of that faculty into two separate modes served to accentuate those dueling identities, to the detriment of faculty as a whole; moreover, it relates the changes at Ryerson to the broader political and economic forces that transformed the postsecondary sector in Canada.

THE POLITICAL AND ECONOMIC CONTEXT

In Canada, where almost all postsecondary institutions are publicly funded, academics moved toward an identity as workers in the mid-1970s. A 1971 study concluded that unionization in the university sector was coming as a result of the deteriorating job market, declining job security, increasing government control of university affairs, deteriorating relations between faculty and their administrations, and more widespread collective bargaining on campuses in other countries (Adell and Carter 1972). Canadian faculty until this time had neither a history of unionization nor a national organizing body, and faculty moved cau-

tiously toward unionization starting in 1974.

With time, faculty across the country began to seek certification, and faculty associations increasingly joined the Canadian Association of University Teachers (CAUT), an autonomous body created to promote the general interests of faculty. However, with only one exception, professors continued to refer to their academic unions as *faculty associations*, a clear indication of their conflicting self-perception. Even CAUT was at first hesitant to support faculty unionization. Despite early resistance, by the 1980s over half of all faculty in Canada had unionized on twenty-nine campuses, while another eleven campuses agreed to voluntary collective bargaining without formal certification (Tudiver 1999, 85).

These developments were clearly linked to the fact that, by the early 1970s, capitalist economies had entered a permanent state of economic crisis. The corporate sector tried ever harder to increase the rate of profit through a variety of means, and many employers moved to what has been termed "lean production." The shift to "lean production" includes three aspects: (1) the elimination of "waste" through just-in-time production, minimal staffing levels, and the ideology of "continuous improvement"; (2) the creation of a more differentiated workforce, in which there is a minimal permanent workforce backed up by flexible workers hired on a part-time, temporary, or contract basis; and (3) new forms of work intensification that rely on stress and self-subordination (Sears 2000, 146–147).

Postsecondary education in North America has not been immune either to the shift to "lean production" or to its reflection in social policy, which Sears (2000, 146) refers to as "the lean state." In Canada, the first major transformation, beginning in the 1970s, was massive cutbacks to government funding of universities and colleges while enrollments continued to grow. This left the administrators of postsecondary institutions in a difficult economic situation, which they attempted to solve via a shift from permanent to contract faculty, increased class sizes, increased tuition fees, greater centralization of decision making, and restraints on salaries. Put simply, university administrators, like other employers, sought ways to make workers more productive at less cost.

Given these developments, one could predict that university administrations would be interested in promoting or maintaining a more competitive model of employee-employer relations. This would serve a number of useful purposes, all linked to the move to "lean production." Aside from obvious cost-savings, the competitive model would almost certainly raise output, as more and more benefits would be based on some kind of pay-for-performance scheme, with faculty repeatedly having to prove their worth. Administrators would also increase their control over this growing output, as faculty "worthiness" would ultimately be defined in fairly narrow ways—usually with concrete measures of output (number of papers published, grants awarded, students taught, etc.). In this way, the competitive model can be seen as closely linked to what has been described as "management by stress" (Parker and Slaughter 1994), an important element of lean production. This model, of course, by encouraging the entrepreneurial

identity, also pits faculty against each other, thereby discouraging a more collective model and increased union activism.

At the same time, the growing commercialization of Canadian universities encouraged and rewarded the most entrepreneurial faculty.¹ As research was increasingly tied to business interests, those whose services were of value in the marketplace—such as those in business, computer science, and some engineering departments—could negotiate higher incoming wages, instant tenure, signing bonuses, and so on. At many universities in Canada, faculty also began to have a personal financial interest in their research (Tudiver 1999, 156). For this privileged component of university faculty, then, there was increased support for the competitive model.

Thus, the natural tension embodied within the contradictory identities of academics was exacerbated by the shift of the last twenty-five years to lean production and the lean state. This tension, inevitable in all university settings, nonetheless plays out differently in each academic workplace.

THE RYERSON CASE

Ryerson Polytechnic University is located in the heart of downtown Toronto, Canada's largest city, with a population of some 2.3 million. Two other major universities, The University of Toronto and York University, are also located in the greater Toronto area. Although Ryerson achieved full university status in 1993, its unique history sets it apart from most universities in Canada. Ryerson was founded at the end of World War II as a technical training school primarily for returning veterans. In 1964, Ryerson Institute of Technology became Ryerson Polytechnical Institute, and in 1971, it began to offer undergraduate degrees in some disciplines. Both Ryerson's governance structure and its relation to its workers were largely modeled on those of Ontario high schools. Faculty had to have teaching certificates, and few had more than a master's degree. The teaching load was heavier than at universities, but no research was required. Wages were determined by a rigid grid system based on level of education and years of experience.

Ryerson faculty became unionized in 1964, at the time of conversion to Ryerson Polytechnical Institute. However, from the outset, the RFA had many of the characteristics of a company union. According to faculty who were employed during this time, it was actually the new president of Ryerson, Howard Kerr, who suggested that faculty should formally organize themselves into a union.²

One characteristic that the RFA shares with company unions is a weak tradition of union democracy. Organizationally, a great deal of power is held by the union executive. Contract negotiations are conducted almost entirely in secret between the two negotiating teams, with only a few members of the union executive made aware of the ongoing process. To this day, RFA members do not formally set demands prior to negotiations, nor do they see the details of either

the union or management proposals at the outset of the bargaining process. During negotiations, members receive, at best, occasional reports from the negotiating chair, which are almost totally devoid of specifics. The first time faculty are fully apprised of the negotiating process is at its conclusion, when they are asked either to ratify a new contract or, should there be an inability to resolve all contractual issues, to agree to final and binding arbitration.

Despite this lack of democratic process, the close relationship between Ryerson faculty and administration has not been problematic for the majority of the RFA, and indeed, many members have seen it as an asset. This may be explained by the fact that, until the late 1980s, Ryerson faculty, when compared to other teachers with similar educational credentials, did relatively well in terms of wages and working conditions. If some instructors in professional faculties were underpaid relative to those in their field, this was generally made up for by the fact that many were able to earn additional income through activities done outside the university or via overload teaching. Since faculty were not required to do research, this left time for some to undertake such remunerative activities.

Moreover, RFA salaries were determined via a single grid with relatively few steps. When one became an employee at Ryerson, the initial step was decided on the basis of educational level and experience, with automatic yearly progression through the ranks. This meant that Ryerson faculty did particularly well in their early years, even when compared to those in the university sector, as their salaries quickly escalated and they reached the top of the pay scale in a relatively short time. However, they were more disadvantaged in their later years of employment, as wages were capped at a much lower level than full professors or even associate professors at many universities.

In addition, unlike faculty in the university sector, Ryerson faculty had fairly rigid rules determining their workload. A complex clause in the contract defined maximum class sizes, maximum student-contact hours, and so on.³ Although faculty had no teaching assistants and did all their own grading, there was no expectation that they do research, publish, or work with graduate students, as Ryerson was not yet a university. The only contractual obligation they had to their employer was teaching and teaching-related activities. The contract also guaranteed "a period of not less than two months and not more than three months per year for study, preparation and related work, and vacation."

The downside, of course, was that those faculty who wished, or were expected by their departments, to do research or write had to squeeze these activities into what time was left after attending to all their teaching and administrative duties, or during the summer break. Moreover, although relatively small class sizes enhanced teaching, the high number of stand-up hours (as many as eighteen in some cases), and number of students (as many as two hundred or so) could sometimes make for an onerous workload. In some departments, the combining of sections brought down the number of stand-up hours, if not the number of students. In those departments where much of the teaching was done in nontraditional

modes (such as theater arts, dance, or nursing) the workload could be substantial indeed.

Given the relatively good wages and working conditions, the close relation between faculty and the administration, the lack of any struggle to win a union, and the fact that some faculty regularly engaged in private contract activities, the worker identity among faculty remained relatively weak in spite of having a union. For example, in its first contract, the faculty association agreed to submit any unresolved contractual issues to final and binding arbitration in the event that a new collective agreement could not be achieved. This form of dispute resolution, which essentially eliminates the possibility of strikes, has reappeared in each subsequent contract. It should also be noted that RFA presidents for many years met "informally" on a regular basis with the Ryerson president. Indeed, some faculty actually thought that the RFA was simply an arm of the Ryerson administration.

The Creation of a Two-Tiered Contract

By the mid 1980s, the Ryerson administration faced an increasingly difficult situation. The squeeze on government funding to postsecondary institutions was affecting them in the same way as other universities. However, there was little space to move in terms of the push to "lean production," since faculty had workload limits and a clear grid structure for wages, and the majority had the protection of tenure. Moreover, because Ryerson had agreed to compulsory arbitration to settle disputes, both sides knew that labor boards rarely tackled complex issues such as workloads; rather, they dealt almost exclusively with wage disputes. Thus, the Ryerson administration had fewer options than those at most other universities in terms of moving to "lean production." In order to get greater productivity at less cost, they had to get faculty to give up some of their existing benefits.

One traditional solution for employers in such situations has been the creation of two-tiered contracts that maintain or improve the wages and terms of work for current employees on the first tier, while they establish lower wage structures and inferior working conditions for all new employees on the second, or lower, tier. Such practices can be difficult for unions to resist. Employers can cleverly utilize carrot-and-stick tactics to get negotiating teams to accept such contracts. The carrot usually comes in the form of some major financial gain or benefit for the existing workers. The stick—which could include threats of layoffs or plant closures, or demands for major concessions from employees—can play on the vulnerability of particular workers to achieve the employer's aim. In such instances, it can be hard for employees to deal with, or struggle against, an abstract deterioration of their work in the future, while actual conditions remain reasonably satisfactory. Moreover, at the time such contracts are agreed to, there are no real coworkers on the second tier who will suffer the negative effects of the new agreement.

Ryerson was set to become a full degree-granting university in 1993. The impending shift to university status gave the administration what it needed to sell a radical new contract to the faculty. Full university status would give Ryerson access to millions of dollars of new funding. Many RFA members were pleased to see this development. The hope was that becoming an "official" university would lead to three key outcomes: (1) it would raise the status of both Ryerson and its faculty in the broader community; (2) it would give writing and research more formal recognition in workload allocation; and (3) it would allow the cap at the top of the salary scale to be raised in order to make wages for senior faculty more compatible with those at other universities in the province. Given that increasing numbers of faculty now had doctorates, all these concerns set the stage for acceptance of a radical new contract in early 1992.

At the same time, some faculty were opposed to, or ambivalent about, the change to university status. A fair proportion of the faculty had made teaching their career focus and were neither interested in nor trained to make the shift to a research mode. Many faculty still lacked doctorates or other appropriate graduate degrees. A good number of these would have been older faculty, not yet at retirement age, but not easily able to change careers or place of employment. It is easy to appreciate, therefore, that many faculty were looking for protections for their wages, working conditions, and status in any new contract that shifted to a university model.

Preying on these feelings, the administration, after prolonged negotiations, presented a contract to the RFA that offered a number of benefits to faculty in exchange for major alterations to wages and working conditions. However, these major changes to the collective agreement would apply only to those faculty who would be hired in future. The 1991-94 contract for the first time divided faculty into two modes. Mode I constituted all those faculty appointed before January 1, 1992. All new faculty were to be hired as Mode IIs. Because this new agreement emerged from Ryerson's move to full university status, all the newly hired Mode II faculty were contractually obliged to conduct research, like their colleagues in the rest of the university sector. Mode I members, on the other hand, continued to be defined primarily by their teaching duties and were not required to conduct research. In addition, however, the two modes also had substantially different wages and working conditions. In effect, two modes meant two tiers.

The carrot used to sell these changes came in a number of forms. Current (Mode I) faculty members received a substantial increase in wages, were all promoted to the rank of full professor, and retained all their traditional workload protections. They were also granted special veto powers in union ratification votes, in that certain key provisions in the collective agreement relating to Mode I members (workload, staffing, and so on) could be changed only by ratification by at least two-thirds of Mode I faculty.

In exchange, the employer received substantial benefits from the inferior wages and working conditions that the two-tiered contract imposed on new

(Mode II) members. There were, for example, numerous provisions in the 1991-94 agreement that applied only to Mode II members. The new salary structure cut starting salaries substantially. It also removed the salary increment system that had automatically and quickly moved faculty to the top of the salary scale and replaced it with a merit scheme that made annual salary increments contingent on the demonstration of meritorious service. The new workload language eliminated the limits on class size, student contact hours, and length of the working week. That language also increased managerial control over workload allocation for course preparation, student supervision, curriculum development, and committee work. In addition, the new staffing arrangements placed a cap of 20 percent on the number of members who could attain the rank of professor. Since only those who became professors were eligible to receive the range of substantial salary increases associated with that position, the cap on rank was also a cap on salary.

Both the RFA executive and membership had mixed views about the creation of two modes within their union. If one draws solely on the written record, there is little in any RFA documents of the time to indicate there was strong opposition to this move. Many faculty did, though, in informal discussions with us, recall the intense pressures to support the negotiating team's proposals for a two-tiered contract. Some mentioned that the argument being stressed at the time was that Ryerson would not obtain full university status unless faculty accepted the new collective agreement. Some faculty felt that, while Mode IIs would be disadvantaged, these were temporary problems that could be cleared up in later negotiations.

When the time came to vote on the new contract, the "mixed views" were transformed into strong support. The negotiating team's recommendation to ratify the new contract was endorsed by the RFA executive with only one member opposed and one abstaining. In January 1992, the tentative agreement was ratified by 82 percent of faculty, all of whom would become Mode I members according to the terms of that agreement.⁴ The following year the chair of negotiations received an RFA special award for service to the Association. It appears that Ryerson faculty at that time felt the new contract gave them what they were looking for in a new university climate: improved wages and more steps at the top of the salary scale, higher status, and continued workload protection.

The lack of meaningful debate about, and muted criticism of, the move to a two-tiered contract is related to the RFA's long history of undemocratic practice. During negotiations, various administrations over many years pressured faculty bargaining teams to remain silent as a supposed requirement of the principle of "confidentiality of negotiations." As already noted, there was neither a democratic climate nor structure in the RFA that allowed for any informed discussion of negotiating positions. In this case, the concept of a two-tiered contract was presented to faculty members toward the end of the negotiating process, when there was intense pressure from both the union and the employer to ratify the tentative agreement. The quality of the debate within the RFA and

perhaps even the outcome of negotiations might have been different if the RFA membership had had the opportunity to engage in meaningful discussion of the proposal for a two-tiered contract at an earlier stage of the bargaining process.

Consequences

The creation of a two-tiered contract placed increasing emphasis on the competitive model, gradually replacing the collective model. From the 1991-94 agreement onward, Ryerson has moved from an institution where most improvements in wages or working conditions had to be won by the faculty *as a whole* via negotiations (the collective model) to an institution where, increasingly, the way to improve wages and working conditions is via individual action (the competitive model).

Of course, Ryerson's mandate as a "polytechnic" made its faculty particularly vulnerable to the entrepreneurial identity.⁵ Almost half the faculty teach in one of the business or engineering programs. (The remaining faculty teach in the faculties of arts, communication and design, community services, or continuing education.) Moreover, as already noted, many faculty at Ryerson engage in private consulting or other entrepreneurial activities outside of the university.

The financial implications of the two-tier structure at Ryerson become clear when comparing the salary grid of the 1989-91 collective agreement that was in place immediately before Modes I and II were created to the salary grid of the 1991-94 agreement that established the two modes. For example, the maximum salary for someone holding a PhD or master's degree rose from \$69,852 to \$83,646, an increase of almost \$14,000.⁶ Mode I members benefited disproportionately from this increase because they, unlike those in Mode II, were uniformly eligible to be paid at the rank of professor under the new contract. At the same time, the minimum salary for someone holding a PhD decreased from \$44,410 to \$32,800, a drop of almost \$12,000. This decrease affected only Mode II members. The shift in salary structures between the two grids meant that the expansion of Mode I wages at the top of the salary scale was, in effect, paid for by the suppression of Mode II wages at the bottom.⁷

Another change worth noting was the acute elongation of the salary grid. Prior to the major restructuring of the 1991-94 agreement, there were twelve steps on the salary grid separating the minimum from the maximum salary for someone holding a PhD. After that restructuring, there were thirty-five discrete steps. This threefold increase in the number of salary steps, coupled with the 20 percent cap on the rank of professor, severely limited the salary and promotion opportunities for Mode II members.

Implications

Two-tiered contracts are, by their very nature, anathema to a collective model of behavior. The 1991-94 agreement that established two modes of faculty at

Ryerson represented the diminution of the collective model and the formalization of an entrepreneurial alternative. The creation of two modes, in the classic tradition of divide and rule, pitted the two groups against each other, with some faculty in each mode feeling that they were the aggrieved party. Some Mode I members felt that they were being marginalized by the university's new emphasis on research and researchers, while many Mode II members were increasingly alarmed by the gaping inequalities in salaries and working conditions. This division among the faculty and the accompanying inequalities were left virtually intact in the 1994-96 and 1996-98 collective agreements.⁸ The structural differences in the employment conditions of the two modes, as well as the highly visible nature of the division within the faculty, frustrated the development of a common identity. This lack of commonality limited the number of issues on which faculty could present a united, collective position to the employer during negotiations.

The recently concluded 1998-2001 collective agreement brought about the most significant restructuring of salaries at Ryerson since the establishment of Mode I and Mode II in 1992. However, the nature of that restructuring was strongly and negatively affected by the weakening of the collective model that had occurred in the earlier agreement. The 1998-2001 agreement was ratified overwhelmingly by faculty members at Ryerson, including almost all Mode IIs. It gave all members a large salary increase, the first such increase in seven years for some, and it raised starting salaries and maximum salaries for each professorial rank. It also eliminated some of the most egregious differences between modes by lifting the 20 percent cap on the number of Mode IIs who could become full professors and by extending to Mode IIs, for the first time, provisions allowing for automatic annual salary increments.⁹

However popular were the terms of the 1998-2001 collective agreement among faculty, they represented a general defeat for all union members and a particular defeat for those in Mode II. The new agreement disadvantaged Mode II members in two key ways. First, it did not aggressively address the gaping salary inequalities between modes. The various forms of salary increases specified in the new agreement were not progressive. In general, Mode I members at the top of the salary scale received as much money as did Mode II members at the bottom of the salary scale.¹⁰ The agreement also completely eliminated the salary grid, making wage inequality much harder to see and more difficult to address. It becomes increasingly difficult to see salaries as a collective problem if one knows only one's own salary, but not that of colleagues.¹¹ It also makes it very difficult to assess salary inequities within the university.

The second way the new agreement disadvantaged Mode II members was in terms of workload. These members, unlike those in Mode I, continued to have no workload protection limiting class sizes, student contact hours, or the length of the working week. Moreover, management continued to have relatively unfettered control over Mode II members on such central workload issues as preparation hours, curriculum development, committee work, course coordination,

and student supervision. These inequalities in salaries and workloads were left largely untouched by the new agreement precisely because the incentives for collective action by faculty were fundamentally weakened by previous agreements that created and maintained division.

The 1998–2001 agreement was also a defeat for all faculty at Ryerson, not just for those in Mode II. This general defeat, like the particular one that applied to Mode II members, had its roots in the weaknesses of the 1991–94 collective agreement. We have already proposed that the 1991–94 agreement was a decisive move away from a collective model of behavior and that this move had repercussions that limited the extent of progressive change that was possible for Mode II members in the 1998–2001 agreement. Moreover, it is clear in retrospect that the 1991–94 agreement embedded aspects of the entrepreneurial model that were later generalized to the detriment of all faculty members at Ryerson.

The introduction and expansion of merit clauses in university collective agreements are archetypal expressions of the dominance of the entrepreneurial model over the collective model of behavior. At Ryerson, the principle of merit pay was first established in the 1991–94 agreement, but its application was, as noted earlier, mainly limited to Mode II members.¹² The 1998–2001 collective agreement expanded the merit system by making it apply to everyone in both modes.

Merit schemes are a form of performance-based pay that institutionalizes the individual and entrepreneurial aspects of faculty identity: Merit increments are paid to individuals on the basis of their individual achievements as determined by an assessment of individual applications. Such schemes are becoming increasingly controversial—even from the employer's perspective—in part because they may lead to the individualization, fragmentation, and commodification of work, with deleterious effects on the level of productivity (Pfeffer 1998). In the university sector, merit provisions give faculty members an incentive to withdraw from collective pursuits in their department or university as a whole and instead encourage them to focus their efforts on activities that maximize the probability of short-term individual recognition and reward.

This transformation in the structure of incentives that is typical of merit pay may also lead to the deterioration of faculty morale. The introduction of merit can fundamentally change, in deeply debilitating ways, the reasons for faculty doing what they do. Many members of the RFA give generously of their time and effort because they are committed to their students and colleagues, their teaching and research, their departmental initiatives, and their community or professional projects. Merit entangles this generosity and commitment in a competitive system of ranked valuation, a "rank-order tournament," in which one's individual worth is quantified, adjudged, and either recognized in the form of a merit award or not.¹³ It is not surprising that faculty may begin to reconsider the nature and extent of their workplace contribution in the light of decisions on merit.

Merit provisions are antithetical to trade union interests in promoting worker identity and collective solidarity, although there is no mechanical connection

between faculty unionization and the existence of merit provisions. At Canadian universities, the likelihood of merit provisions in collective agreements declines with the presence of a unionized faculty (Grant 1998, 663); however, in the United States, at least in those union contracts studied by Rhoades, merit structures were embedded in the salary structures of most collective bargaining agreements (1998, 44). Nonetheless, there is a manifest tension between unionization and merit: Negotiating with the employer as members of a union, faculty stand with their colleagues, trying to achieve better salaries and working conditions for everyone; applying for a salary increment in the zero-sum game of merit, faculty stand against their colleagues, trying to achieve a better pay package for themselves. The first process promotes shared identities and collective capacities, the second undermines them.

CONCLUSIONS

While a number of universities in Canada have recently had prolonged and bitter strikes that have, to some extent, radicalized faculty and increased support for their collective identity, Ryerson has been moving in the opposite direction. For example, at several union meetings during negotiations for the 1998–2001 contract, the union's negotiating committee denounced the administration's desire to remove the section of the contract that requires both parties to go to final and binding arbitration to resolve an impasse in contract negotiations. The committee's rationale was that giving faculty the right to strike would be detrimental to both students and the university.¹⁴ The negotiating committee also openly supported merit pay provisions in that contract. In the current round of negotiations, the negotiating team has been publicly promoting the removal of the last vestiges of contractual workload protections, suggesting that, instead, faculty might negotiate workloads individually within departments. In other words, although a union, the RFA has been increasingly promoting both a competitive model and the entrepreneurial identity.

The Ryerson case demonstrates the complexity of competing identities among faculty. The competitive model and entrepreneurial identity exist side by side and in tension with other tendencies. It should be noted that on broad, noncontractual issues, the RFA executive and Ryerson faculty regularly support progressive union positions. For example, although Ryerson faculty themselves have no right to strike, they have regularly shown solidarity by providing financial and moral support to striking faculty at other institutions across Canada (including contract faculty in Ontario). They have supported students in their quest to maintain accessibility via tuition freezes, and they have opposed increasing government intervention in university governance, including the imposition of performance indicators.

The Ryerson case also demonstrates that having a union does not guarantee, in and of itself, protection of faculty members' wages and working conditions in the long term. As already noted, it is easier for adjunct faculty to see them-

selves as workers, where the extremely poor wages and working conditions provide a clear material basis for such an identity. However, among tenured faculty, developing or sustaining such an identity is intrinsically much more difficult. As the Ryerson case indicates, in these times of lean production, university administrations may prey on the ambitions or insecurities of faculty as a way of promoting a competitive model and an entrepreneurial identity. Unfortunately, even faculty unions with the best of intentions may end up endorsing or even promoting such developments, to the ultimate detriment of their members. Such tendencies may be exacerbated by undemocratic processes within the union that allow a few faculty in union leadership positions to shift the entire union in the direction of a more competitive model.

The current advance of the corporate agenda at university campuses could not have occurred without the complicity, even if generally unintended, of faculty. As one author (Newson 2000, 189) writes, "I want to underscore the extent to which securing faculty participation and compliance was recognised from the beginning as the key to achieving this shift [to a corporate-oriented university] so much so that many of the strategies that have been employed have been designed specifically to overcome anticipated 'faculty resistance.'" One such strategy was clearly the promotion of the entrepreneurial identity among faculty and the advancement of the competitive model.

Nonetheless, Newson (2000, 190) argues that the need for such compliance reflects the important place of faculty in the university structure, and thus, ironically, the extent to which faculty have the leverage to oppose these transformations. However, leverage for change requires both awareness and some collective response. It is therefore essential that all faculty become sensitive to the increasing push toward a more competitive model by university administrators and construct appropriate collective strategies to resist it. It is also essential that faculty constrain some of the competitive and entrepreneurial tendencies within their own unions and simultaneously promote democratic decision-making structures that will allow them to resist more effectively the shift to lean production on their campuses.

NOTES

We thank our many colleagues and friends who have contributed to the writing of this chapter, with special thanks to those Mode II colleagues who, in the course of struggling for a more equitable collective agreement, helped compile the original list of differences between the two modes. We also thank the Ryerson Faculty Association for allowing access to their documents and Diane Meaghan for providing helpful commentary on the information included in this chapter. Special thanks are owed to Deborah Herman and Julie Schmid, the editors of this volume, for their insightful suggestions.

1. It is not possible in this chapter to provide a full explication of this process, which is also referred to as the corporatization of the university. For more details, see Kenney 1986; Meaghan 1996; Newson and Buchbinder 1988; Tudiver 1999; Turk 2000.

2. Today the RFA represents not only tenure-stream faculty, but also two- or three-year contractually limited appointments, librarians, and counselors. However, for the purposes of this chapter, only tenure-stream faculty will be discussed. The majority of adjunct faculty at Ryerson are represented by the Canadian Union of Public Employees, a national body representing a wide variety of public sector workers. In the late 1970s, these part-time and sessional faculty first sought to join the RFA. However, this overture was rejected by RFA members, who felt the interests of the two groups were too divergent.

3. At this time, this was very unusual for a postsecondary institution in Ontario. In the late 1980s, community college teachers (all of whom are part of the Ontario Public Service Employees' Union and who bargain provincially) succeeded in winning similar clauses in their joint collective agreement, drawing originally on the Ryerson contract as a model.

4. It should be noted that Mode I faculty were allowed to transfer voluntarily to Mode II, which would appeal to those who wanted fewer teaching hours in order to do major research or writing. These transferees kept their Mode I wages and thus were not affected by the drastic cut in starting salaries. The strain between the incoming Mode IIs and the transferees has increased in recent years.

5. Ryerson's mission statement reads as follows: "The special mission of Ryerson Polytechnic University is the advancement of applied knowledge and research to address societal need, and the provision of programs of study that provide a balance between theory and application and that prepare students for careers in professional and quasi-professional fields."

6. All amounts are in Canadian dollars. These comparisons apply only to those holding a PhD or master's degree because the 1989-91 collective agreement had different salary schedules for different levels of university education.

7. It is necessary to point out that most Mode II members were not actually appointed at the minimum salary. Nonetheless, in effect, the starting salary *floor* prior to 1992 became the starting salary *ceiling* after 1992, with the consequence of severe wage suppression for Mode II members. In both agreements, the usual starting salary of new employees fell somewhere between zero and eight increments on the grid. In the 1989-91 contract, however, the usual starting salary for someone holding a doctoral degree ranged from \$44,410 to \$62,093. In the 1991-94 contract, the corresponding starting salary range was from \$32,800 to \$48,427. That is, the usual *maximum* Mode II starting salary of \$48,427 in the more recent contract is only \$4,000 above the *minimum* starting salary for faculty members with PhDs in the earlier contract.

8. In the 1994-96 collective agreement, the maximum salary of limited-term faculty, instructors and assistant professors was increased by two salary increments, to \$57,399; the maximum salary of associate professors was increased by one increment, to \$71,577.

9. Such provisions are usually referred to as progress through the ranks (PTR) or career development increments (CDI), the term used in the 1998-2001 agreement.

10. These payments came in the form of automatic increments, across-the-board increases, and sector adjustments. The sector adjustments were made to bring Ryerson's salaries closer to the norm in the university sector in Ontario.

11. In Ontario, only the salaries of public servants, including university faculty, that exceed \$100,000 are made public. Although faculty associations receive salary information on all their members, these figures cannot be made public for reasons of confidentiality.

12. Merit applied to all Mode IIs as a class of employees. The agreement also provided that Mode Is at the very top of the pay scale could choose to apply for a merit increment.

Mode IIs were never able to use the merit provisions of the 1991–94 agreement because they became a matter of dispute between the administration and the RFA that was only resolved with the implementation of the new merit system in the 1998–2001 agreement.

13. The term “rank-order tournaments” is taken from E.P. Lazear and S. Rosen, Rank-order tournaments as optimum labour contracts, *Journal of Political Economy* 89 (1981): 841–864, as cited in Grant (1998, 649).

14. The union’s position on this issue was never tested, as the administration dropped its demand. Because negotiations are conducted in secret, there is no way of knowing more details on how this issue played out at the bargaining table.

REFERENCES

- Adell, B.L., and D.D. Carter. 1972. *Collective bargaining for university faculty in Canada: A study commissioned by the Association of Universities and Colleges of Canada*. Kingston, Canada: Industrial Relations Centre, Queen’s University.
- Aronowitz, S. 1997. Academic unionism and the future of higher education. In *Will teach for food: Academic labor in crisis*, ed. Cary Nelson, 181–215. Minneapolis: University of Minnesota Press.
- Grant, H. 1998. Academic contests? Merit pay in Canadian universities. *Relations Industrielles/Industrial Relations* 53:647–665.
- Kenney, M. 1986. *Biotechnology: The university/industrial complex*. New Haven, CT: Yale University Press.
- Meaghan, D. 1996. Academic labour and the corporate agenda. *Socialist Studies Bulletin* 45 (July–August–September):23–42.
- Newson, J. 2000. To not intend, or to intend not . . . that is the question. In *The corporate campus: Commercialization and the dangers to Canada’s colleges and universities*, ed. J. Turk, 183–193. Toronto, Canada: Lorimer & Company.
- Newson, J., and H. Buchbinder. 1988. *The university means business: Universities, corporations and academic work*. Toronto, Canada: Garamond Press.
- Parker, M., and J. Slaughter. 1994. *Working smart*. Detroit, MI: Labor Notes.
- Pfeffer, J. 1998. Six dangerous myths about pay. *Harvard Business Review* 76(3):109–119.
- Rhoades, G. 1995. *Managed professionals: Unionized faculty and restructuring academic labor*. Albany, NY: State University of New York Press.
- Sears, A. 2000. Education for a lean world. In *Restructuring and resistance: Canadian public policy in an age of global capitalism*, ed. M. Burke, C. Mooers, and J. Shields, 146–158. Halifax, Canada: Fernwood Publishing.
- Tudiver, N. 1999. *Universities for sale: Resisting corporate control over Canadian higher education*. Toronto, Canada: Lorimer & Company.
- Turk, J., ed. 2000. *The corporate campus: Commercialization and the dangers to Canada’s colleges and universities*. Toronto, Canada: Lorimer & Company.
- Wright, E.O. 1978. *Class, crisis and the state*. London: New Left Press.
- . 1985. *Classes*. London: Verso Press.

