

Labor relations have evolved over millennia. Ancient slavery was the primary source used to build the pyramids of Egypt, Great Wall of China, Roman Aqueducts and more recently, farming on the plantations in the Southern United States. Concern for the individual did not exist as the individual was not considered to have rights and was often regarded as a piece of property. Conditions often resulted in the laborer becoming exhausted, sick, and eventually die. Replacement laborers were plentiful in slavery times and work almost always continued uninterrupted.

Europe, during medieval times, created the strength of guilds, instituted trade standards for policies, wages, job fees, and apprenticeships by-laws, and established the earliest ideas of organized labor and collective bargaining policies. As technology and the industrial revolution expanded, the need for skilled labor and appropriate treatment of workers became more recognized and understood. Technology has often allowed society to expand its current realm of existence albeit attempting to minimize the physical labor of the employee. How technology has emerged in the modern workforce and been integral in fabricating regulations surrounding practices and laws will be looked at further in this paper.

Labor unions are defined as “an organization of workers formed for the purpose of advancing its members' interests in respect to wages, benefits, and working conditions” (Merriam-Webster). Working conditions during the post industrial revolution have been mitigated by the use of increased technology at the expense of the laborer. As educators, we are constantly expected to integrate the emergent technology applications with little or no appropriate training. A condition of educational employment is effective evaluation by your

superiors. To obtain satisfactory evaluation one must show proper use of the emergent technology.

One of the dominant models used across the country for pedagogical evaluation is Charlotte Danielson's Framework for Teaching. In domain 1d, she refers to a teacher's "Demonstrating Knowledge of Resources" as *Distinguished* when the "knowledge for resources for classroom use, for expanding one's own knowledge, and for students is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet." Achievement and recognition as distinguished is sought by teachers of union membership as it significantly limits the ability of an employer to seek dismissal as evidenced by their instructional practices. Understanding the parallelism for satisfactory rating as an employee with a well-developed grasp of technology integration, dictates that union negotiators grapple with language essentially clarifying how technology evaluation is interpreted by both the evaluator and evaluatee.

Recently, Donald I. Brown of American Federation of Teachers Local 1388, edited a document titled, "A Framework for Contract Negotiations Related to Educational Technology Issues" (Brown, 2005). In the document, Brown organizes educational technology into six categories. The categories are; Distance Education, Intellectual Property Rights, Access to Technology, Process for Making Decisions Related to Educational Technology, Technology and the Work Environment, and Contracting Out of Educational Technology. The need for addressing technology issues emerged as technology integration in pedagogy has become prevalent in contract and policy agreements. Recognizing different institutions have varying degrees of experience and levels of technology infrastructure merely reiterates the necessity for language clarification while collective bargaining and establishing fair working practices.

Additionally, contract negotiators should expect as emergent technologies infiltrate academia, language in contracts should be flexible to allow for fair and consistent reflective evaluation.

TECHNOLOGY-What is it?

As educators, we pursue the provision of meticulous and applicable information through the usage of technology by the acquisition and understanding of knowledge. The development of technological innovation historically has driven knowledge acquisition; along with, information, commerce, acquaintanceship, and awareness to various cultures and societies, warranted or unwarranted. Discoveries of new mass media and social media continue to offer groups of individual's conscious and unconscious resolve. The bible conveyed a consistent written message to people globally and power to those of wealth through possession of knowledge; radio carried "eyewitness" accounts of war in Europe and a common language to its listeners; television offered our first glimpses of walking on the moon and continues to influence our fashion, music, and social life; while computers and the Internet provide immediate intelligence to questions, communication, and the personal life needs of many simultaneously.

As a result of modern technology, information acquisition is available twenty-four seven (Rasmussen, Nichols, & Ferguson, 2006). Technology used to acquire information is "not a deterrent to the educational process, [just a] conduit through which we can address such [modern] issue[s]" (Akintude, 2006). This notion stems from the need for educational reform to reduce the gap between those who have and those who do not have (Mednick, 1999). More so in the twenty-first century than ever before in history do corporations, governments, and individuals exist in a flattened global society (Friedman, 2005). Flattening of the globe requires us to

contend that the world has gotten smaller and possibly too fast for educators and their systems to adjust in a stable manner (Friedman, 2005).

As educators, we are trained in college and university on the application of emergent technology and its usefulness in the classroom when designing instruction. Charlotte Danielson further explains in Domain 1b, “Demonstrating Knowledge of Students” is considered *Distinguished* if “teacher actively seeks knowledge of students’ levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources. This information is acquired for individual students.” The ability of a teacher to effectively distinguish themselves in Domain 1b, renders it imperative that technology integration and understanding be mutually agreed upon as an expectation of learning and understood by all faculty as they instruct their digital natives interests.

The young generation currently maturing with computers and the Internet are often referred to as *digital natives* (Biladeau, 2009). As digital natives and institutions revolutionize to twenty-first century education, the foundational inclusion of new media and technology is essential. The immersion and integration of technology in pedagogy has motivated many educational institutions to require technology courses for graduation or certification (Gaudelli, 2006). The National Council for Accreditation of Teacher Education (NCATE) has 65 references to technology in their standards that are designed to address technology inclusion and infusion in P-12 curricula. (Gaudelli, 2006) Society and schools have essentially become dependent upon technology for maintaining, facilitating, and communicating their function. As a result, contract negotiators need to affirm language that fairly reflects their organizations workers and interests.

One firm approach to ensuring successful application of technology integration in the classroom by teachers is through professional development opportunities written into contracts.

Beginning especially in the 1970's and 1980's the rapid growth of technology made it necessary for workers to seek such professional development opportunities for an array of reasons. These include, facilitating displaced or downsized employees to other areas of the workforce, continued professional growth for practical implementation and learning new trades skills as identified by changes in job expectations (Alexander & Goldberg, 2011). Opportunities for professional development are mandated requirements for all New York State certified teachers on an annual basis.

As a Professional Certificate holder of a teaching license in New York State you may be employed by either a public or private school. If employed publicly, you are required to “complete 175 hours of professional development every five years. This maintains the validity of the Professional certificate and allows you to continue to teach. The first professional development period begins on July 1 following the effective date of the certificate.” If you are employed privately, “you must complete professional development every five years. However, the hourly obligation of 175 hours every 5 years is reduced by 10% for every year of your professional development period during which you are not employed in a public school. This maintains the validity of the Professional certificate and allows you to continue to teach. The first professional development period begins on July 1 following the effective date of the certificate” (nysed.gov, 2012). These mandates are required for only the newest tier 5 teachers.

The school district has obligations regarding how they must be involved with facilitating professional development opportunities and recordkeeping. The State has provided explanations on its website for districts to understand how they must report the professional development hours on behalf of the teacher, offers a suggested plan of prior approval allowable activities, a suggested list of allowable providers, the required documentation elements for recordkeeping,

and additional information along with Frequently Asked Questions. New York States commitment to ensuring professional development continues at the district level is designed to best support the agreed upon language in contracts stipulating professional development mandates. As many districts require professional development relate to the use of emergent technology, these guidelines are helpful for contract negotiators as they write language on behalf of their members and their interests.

The research by Alexander and Goldberg showed the benefits of professional development for its union members and measureable benefits to the organization. Several of these included, improved literacy, improved communication skills, and increased self-confidence. The organization benefits from these further developed skills through improved quality of work, better communication horizontally and vertically and with management, and a greater appreciation for learning. Many organizations also compensate their employees for their professional development that goes above and beyond the required certification maintenance. This is again a negotiated issue for both employee and employer as it will cost significantly when planning future budgets. Specific examples are sited where employees have recognized the benefits of continued professional development an even been able to seek further professional responsibility as a result of newly acquired skills (Alexander, 2011).

As professional development of technology further expands our opportunities for learning and knowledge in a globally flat community, bargaining units are carefully examining how they agree upon language that will protect its members from being not just displaced, but eliminated. This is especially prevalent in higher education. Model Contract Language has been modeled in the publication by Donald I. Brown for readers to bear in mind. Examples include, “No employee shall be displaced because of distance learning or other educational technology. The

use of distance education technology shall not be used to reduce, eliminate, or consolidate faculty positions within the district.” “No work normally performed by any member of the faculty bargaining unit shall be contracted out without the express agreement of the Federation.” “No distance education sections shall be instructed or conducted by persons not employed within the faculty bargaining unit.” “No distance education or technology-related work shall be performed by other than members of this bargaining unit.” “No class shall be scheduled or received via distance learning from another institution if that course, or its equivalent, is scheduled to be offered at the college in the same semester as the proposed receipt of the distance learning course.” These exemplars highlight the increasing pressure unions are placing on their employer to take into consideration the impact that the rapid employment of technology will have upon its members.

As jobs nationwide remain being outsourced to other countries, educators have to be conscientious of a similar consequence that fraught the automotive and industrial businesses of our country. Online learning tools such as Khan Academy, AIMSWeb, NWEA, Castle Learning, Compass Learning, and eSpark are all technological applications that have the possibility of replacing whole group classroom instruction. As agreements are made between unions and employers, language addressing the needs of the members must be carefully exhausted for their survival.

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