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**SELF-PERCEIVED EFFECTS OF FACULTY COLLECTIVE  
BARGAINING ON THE ACADEMIC LEADERSHIP ROLES OF  
COLLEGE AND UNIVERSITY ADMINISTRATORS**

presented by

**Charles B. House, Jr.**

has been accepted towards fulfillment  
of the requirements for

the Ph.D. degree in Administration  
and Higher Education



Major professor

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## ABSTRACT

### SELF-PERCEIVED EFFECTS OF FACULTY COLLECTIVE BARGAINING ON THE ACADEMIC LEADERSHIP ROLES OF COLLEGE AND UNIVERSITY ADMINISTRATORS

By

Charles B. House, Jr.

The hypothesis which the research examines is that, following the introduction of faculty collective bargaining in certain public institutions of higher education, changes have occurred in the perceptions which executive administrators have concerning their own decision-making roles and administrative functions. Four institutions were selected, all of which are public four-year, degree-granting, colleges or universities. All are institutional members of the American Association of State Colleges and Universities and all had been operating with a collectively negotiated faculty agreement or contract for at least one year.

The institutions were visited and structured interviews were held with the presidents, chief academic affairs officers, and one or two deans on each campus. Altogether, fourteen officers were interviewed and their responses constitute the body of data in the research. Each person was asked to react to a list of thirty-eight decision-making items. The items were grouped according to the five Data Element Categories identified by the National Center for



Higher Education Management Systems. The categories are: Course-related, Facilities-related, Finance-related, Staff-related, and Student-related.

The officers interviewed perceived three kinds or levels of effects attributable to faculty collective bargaining which bear upon their decision-making roles or administrative functions. These are:

1. Changes in the institutional environment to which they are required to make adjustment;
2. The specific adjustments in administrative procedure which the officers are required to make as a result of the bargaining relationship; and,
3. Changes in the values and attitudes of the officers which bear upon their administrative styles and professional satisfaction.

The officers perceived the formalization of staff-related procedures as reducing their freedom to make discriminating judgments in individual cases. They generally feel that they may become, or may be viewed by others as becoming, rigid and bureaucratic in their administrative behavior. The legal framework of collective bargaining forces a congruence between de facto and de jure decision-making power and leads to a sharp delineation of faculty and administrative roles. Administrative decision-making appears, as a result, to become more centralized as the locus of final decision converges toward the holders of de jure power. The sharp delineation of faculty and

administrative roles may encourage administrators to adopt a managerial posture in place of a collegial style of academic leadership. The formal and often adversarial relationships resulting from collective bargaining may interfere with the informal interactions with faculty which many of the administrators felt essential to their exercise of leadership and which are the source of much of their personal satisfaction.

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BARGAINING ON THE ACADEMIC LEADERSHIP ROLES OF  
COLLEGE AND UNIVERSITY ADMINISTRATORS

By

Charles B. House, Jr.

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No one completes this academic task without incurring a vast human debt--to family, teachers, classmates, and co-workers. I acknowledge that debt with gratitude to:

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My grown and growing sons, who were interested in something which lies so far from their world, and who gave up things they wanted so that the work could be finished;

My colleagues and fellow-workers, who were sensitive enough to know when to "prod" and when to stand silent;

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My parents, who sacrificed more to send me to high school than I have to send their grandchildren to college; and,

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## CHAPTER I

### GENERAL INTRODUCTION AND PURPOSE OF THE RESEARCH, DESCRIPTION OF THE PROBLEM, LIMITATIONS AND DEFINITIONS, AND METHODOLOGY

#### General Introduction and Purpose of the Research

Faculty collective bargaining is an offspring of the turbulence which has characterized American higher education for the last decade or more. In the complex interaction of intellectual, political and economic forces, faculty unionization appears both as the cause and consequence of changes which have occurred within the academic community. In the nearly seven years since its modest appearance among four-year colleges and universities, collective bargaining for faculties has made important gains, particularly among newly-established institutions and former teachers colleges which are in the process of "emergence" toward the status of multi-purpose universities. While collective bargaining has not proved, as some had earlier predicted, to be a tide which would rapidly engulf the entire academic profession, it is now firmly established in a significant number of institutions. Collective negotiation over "the terms and conditions of employment" is now an option for virtually all faculties.

Because collective bargaining is now accepted as a respectable form in which to deal with certain issues of

concern to academic professionals, it is important that the process be studied and understood as thoroughly as possible. If faculties are to exercise wisely their choice to bargain or not to bargain collectively, and if administrations are to develop responses which preserve or enhance the educational effectiveness of their institutions, evidence must be uncovered concerning the conditions which are most likely to eventuate if collective bargaining is adopted. An obvious feature of the large body of writing on the subject is the admittedly speculative nature of comment on the effects of collective bargaining on unionized institutions. In the early stages of the faculty union movement in higher education, a great deal of attention was given to the causes of faculty unionization. Now that collective bargaining is an established pattern in some institutions, evidence of its effect is accumulating and the assessment of the impact now appears as the most important task connected with the study of the issue.<sup>1</sup> This dissertation should make a limited but useful contribution to an understanding of the impact of faculty

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<sup>1</sup>Jack H. Schuster, "Emerging Issues in Faculty Bargaining" (Address prepared for delivery at the 1973 Annual Meeting of the American Political Science Association, New Orleans, Louisiana, September, 1973, Mimeographed). Page 2.

"Although the literature on faculty unionism has ballooned in the past several years, only fragmentary evidence is presently available on the post-contract institutional experience with faculty collective bargaining. Unfortunately, research to date has ignored almost totally the impact of collective bargaining, especially on institutional governance at four-year institutions."



collective bargaining on certain aspects of administrative performance in one important category of unionized institutions.

### Description of the Problem

The particular aspect of collective bargaining impact which the dissertation will examine is concerned with the effect of collective bargaining on the decision-making roles of executive administrators in unionized institutions: campus presidents or chief executive officers, provosts or chief academic officers, and deans of schools or colleges. These institutional officers are chosen because they are the ones whose duties are most directly involved with the primary academic functions of instruction, research and public service.

The research is based on the hypothesis that following the introduction of faculty collective bargaining changes have occurred in the decision-making roles and administrative functions of executive administrators. The changes may have occurred in connection with procedural constraints on administrative authority. New tasks may have been introduced or former ones removed. Realignment may have been made necessary in the proportion of time and attention required by the various components of the administrative agenda. Changes may have come about in the degree of influence which the administrators are able to exert over the processes of institutional planning and budgeting, or in the techniques and avenues which they select for the exercise of educational leadership. Agencies external to the campus may have become more directly, or conceivably less directly, involved in

internal campus decisions, affecting accordingly the roles of executive administrators. The combination of circumstances and the human dynamics surrounding the bargaining relationship may have affected the ability of administrators to exercise leadership as well as altering the kinds and degrees of satisfaction which administrators take in their work.

The research may best be described as "oral history." Through a series of personal interviews the reactions of individuals occupying principal administrative offices in unionized institutions are elicited, asking them to reflect systematically on the changes which have taken place in the conditions of their administrative functions subsequent to the introduction of faculty collective bargaining.

Much of the literature on academic collective bargaining is produced by attorneys with special expertise in labor law or by academic personnel managers many of whom are trained in industrial relations. While these writers are profoundly aware of the differences between the conditions of collective bargaining in academic institutions and in general public employment or industry, their assumptions are based in industrial relations theory. Academic presidents, vice presidents, and deans, on the other hand, rarely come to their positions with specific training in personnel management or labor relations. Many have, perforce, become expert in the management of academic collective bargaining,

but their approach is conditioned by a more general set of academic values and assumptions. This dissertation seeks to view faculty collective bargaining from the position of these academically trained and oriented executives as they work out the necessary accommodations between the culture of the academy and this new--and in some respects alien--method of structuring relationships and arriving at decisions.

Assessment of change of any kind requires some "baseline" for judgment. Where the change is attributed to an event or to some alteration in circumstances, that "baseline" would logically be the conditions which existed before the event or alteration in the circumstances. Ideally, a careful description would be made of the pre-existing condition which would then be compared point-for-point with the condition prevailing at some point following the introduction of the new factor. Appropriate controls would be present to permit discrimination between what is identified as the cause of change and what might be the mutual effect of still other unidentified influences. As desirable as that approach might be, however, it is hardly possible where the putative cause of change is faculty collective bargaining. Unionization of the faculty is anticipated by many institutions, but by the time it is recognized as a probable eventuality, some of the effects are already present and the time has passed for an unbiased "pretest."

For purposes of this research, reliance on the memory and conscious perception of involved individuals is necessary.

The fallibility of human recollection renders its evidence suspect as regards accuracy of detail, and the involvement of personalities reduces the objectivity of their response. These caveats are necessary when interpreting the results of such a personal inquiry. What is being examined, however, is precisely this set of human responses and perceptions. The evidence which they provide cannot be uncritically generalized for other individuals in other settings; but that qualification does not reflect adversely on the quality of the evidence which emerges. The qualification serves instead to refine the definition of the purpose of the research and the kinds of use to which the results may profitably be put. The purpose is to reveal the personal responses of actors in the processes of academic decision-making and leadership as adjustment takes place to a new set of relationships among the various institutional constituencies. The counterparts of these administrators in other institutions facing the same change in relationships will have that additional insight into some results which they may anticipate and, at the very least, be helped to avoid repeating the mistakes of others.

#### Limitations and Definitions

The interviews were confined to campus presidents, provosts or vice presidents for academic affairs, and the deans of schools or colleges in state colleges or regional universities belonging to the American Association of State

Colleges and Universities. The officers identified are the ones who now share, by line of delegation, the central administrative functions associated with the academic program of institutions of higher education. In some institutions, the chairpersons of academic departments would normally be added to that chain of authority. They have been excluded from this research for two reasons. In the first place, the number of departments and department chairpersons to be found on most state college campuses creates a problem of sheer numbers. The numbers are less important for logistical considerations than they are for the extreme diversity that they represent. The diversity arises both from the individual personalities of the chairmen and from the differing characteristics and idiosyncracies of the departments they represent. In the second place, the position of department chairpersons poses a very special problem in the organization of collective bargaining. Whether their primary role is that of faculty member or administrator is unclear, leading to the question of their inclusion within or exclusion from the faculty bargaining unit. In some unionized institutions they are members of the bargaining unit and in some they are not. Since this dissertation is directed toward the specific responses of academic administrators, the inclusion of chairpersons would introduce a distracting variable. The problem posed by the department chairperson in relation to

academic collective bargaining is a particularly important one and should be the subject of more extensive survey research.

Further specification and delimitation is accomplished by the definitions which are applied to key terms in the dissertation title.

### Faculty Collective Bargaining

"Collective bargaining", as the term is applied in ordinary discourse, can describe a wide variety of relationships, and it embraces several stages in the development of any particular collective bargaining agreement. "Faculty collective bargaining" is employed in the dissertation to describe the condition which occurs when formal, legal and exclusive recognition has been granted by the governing board of an institution of higher education to an organization representing a bargaining unit which includes faculty members employed by the institution, and when a negotiated and legally ratified agreement exists between the governing board and the bargaining unit.

Whenever a piece of writing deals intensively with a single topic, a simple compositional difficulty arises. Frequent necessary repetition of the term makes for literary dullness. For that reason, a certain latitude is desirable for the use of synonyms. Writers on the subject of faculty collective bargaining frequently shorten the term to "collective bargaining" when it has been established that the main

subject is collective bargaining for faculty members. Likewise, the definition is extended to a variety of terms including "academic collective bargaining", "faculty unionization", "Faculty negotiations", or simply "unionization." If any of these alternate terms are used to refer to anything other than faculty collective bargaining, that is specified.

Faculty collective bargaining, as the term is employed here, consists of three phases or stages. The first of these is an organizational phase during which a petition is circulated, a bargaining unit is defined, a bargaining agent is elected and formal recognition is granted. The "bargaining unit" is the group of employees whose employment is to be included in the collectively-negotiated agreement. The bargaining unit is distinguished from the "bargaining agent", which is the organization recognized as the authorized exclusive negotiating representative of the bargaining unit. The bargaining agent may or may not include members of the bargaining unit, although it generally does, just as there will frequently be members of the bargaining unit who choose not to belong to the bargaining agent organization.

The second phase of collective bargaining is the "negotiation" phase. This is the period of time during which representatives of the bargaining agent and the employing institution meet to negotiate the contract which will apply for whatever period of time the negotiators agree upon. One or two years is usual, although occasionally the contract

term is three years. Near the end of that time the negotiating process is repeated.

The third phase of collective bargaining is the period of contract administration during which institutional administration is conducted according to the terms of the negotiated contract. The dramatic publicity and the "mystique" of active negotiations tends to obscure in the public mind the importance of continuing contract administration. The term "faculty collective bargaining" has deliberately been defined in such a way as to include this period during which faculty and administration live together and order their affairs according to the terms of the negotiated agreement. During this phase of the relationship the most basic effects of collective bargaining may be expected to appear.

Beyond this there is an extensive glossary of collective bargaining terminology most of which has been developed in the industrial or public employee sectors. To anticipate the substance of the dissertation, that language may itself have the subtle effect of casting academic collective bargaining in the direction of industry or nonacademic public employment. As occasion requires, these terms will be introduced and defined.

#### Public Four-Year Colleges and Universities

The wide variety of institutions which have developed in American higher education renders ambiguous almost any



general term of reference. That observation is particularly true of the designations of "college" and "university."

While those common words are occasionally used in the dissertation in their indefinite and inclusive sense, this definition will identify the class or category of colleges and universities which are the limited concern of the research.

The state colleges and regional universities are those institutions which basically constitute the membership of the American Association of State Colleges and Universities (AASCU). This interesting group of schools has received its most comprehensive descriptive treatment in E. Alden Dunham's book prepared for the Carnegie Commission on Higher Education and entitled, Colleges of the Forgotten Americans. In his foreward to the book, Clark Kerr offers a capsule description which suggests one of the qualities which make the AASCU institutions particularly interesting to students of academic collective bargaining:

The state colleges and regional universities are America's most restless institutions of higher learning. Their history spans less than 150 years, but during that time they have typically played four changing roles: as post-high school academies, as normal schools devoted solely to the education of teachers, as four-year liberal arts colleges with strong technical emphasis in teacher education, industrial arts and home economics, and as comprehensive colleges giving also professional education in engineering and business administration and graduate work at the M.A. level. Some have become regional universities with research programs and Ph.D. degrees. And there still remains an unsettled quality about their functions, standards, offerings, faculties, and clientele.<sup>2</sup>

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<sup>2</sup>E. Alden Dunham, Colleges of the Forgotten Americans, (New York: McGraw-Hill, 1969), p vii.

The "unsettled quality" has made the state colleges and regional universities particularly receptive to faculty collective bargaining, and it is among them that collective bargaining has made its most dramatic inroads into four-year institutions of higher education. At the same time, the climate of growth, the adjustment to new conditions, the efforts to improve academic quality and to respond to new educational demands make these institutions--sometimes described as the "emerging universities"--a particularly active laboratory for the study of the effects of academic collective bargaining on a wide range of institutional functions.

#### Academic Leadership Roles of University Administrators

This term is intended to encompass and describe whatever it is that administrators "do" in connection with the educational enterprise in institutions of higher learning. That set of activities consists, in the most general sense, of the whole range of tasks necessary to organize, facilitate, enable and operate the total program of a college or university--to establish an institutional environment within which scholars can study and teach and students can learn.

In the simplest and most primitive academic communities two functions were present which could be described as "administration." One of these was the combined function of bursar-secretary-housekeeper, and the other was that of the "headmaster" or presiding professor. The specialized,

differentiated and bureaucratized administrative organizations of modern universities are little more than the evolved extension of those minimum necessary ancillaries to the academic process. From the "bursar-secretary-housekeeper" duties, management functions have developed relative to the physical plant, budget and investment, purchasing, record-keeping, and a wide range of "auxilliary services" such as housing, cafeterias, bookstores and public entertainment. The "headmaster" is now a president or chancellor responsible for taking the lead in coordinated planning of the academic program, which involves organizing the faculty for academic planning. Student problems occur in both areas. On the one hand their physical requirements must be supplied and their financial responsibilities insured. On the other hand, provision is necessary for their support in matters related to the academic program.

"Academic management" is a term which some now prefer as a description of the administrative function in higher education. The term is suspect in some quarters, however, because of its suggestion that academic administration is more closely aligned with business management than with education, and because it would seem to ignore the important differences between the academy and a business enterprise. Those objectives are not, in themselves, sufficient reason for rejection of the term. Hungate, in his definition of management in higher education specifically includes the

academic functions of coordinated planning and policy formation as essential parts of the administrative function in academic institutions. Using that broad definition, "management" would be an acceptable and useful term for this dissertation, and it will probably creep in as a synonym.

There are other reasons, however, why "management" is unacceptable as a primary term of reference. In the vocabulary of collective bargaining, "management" assumes meanings and connotations which tend toward an industrial understanding of the word, limiting rather than expanding its applicability to the role of administration in higher education. Again anticipating the substance of the study, one of the factors cited as a contributing reason for the adoption of collective bargaining by some faculties has been the adoption of a "management posture" by institutional administrations. There is no question concerning the value of management science to the operation of educational institutions. Likewise, there is no doubt that colleges and universities have been entirely too slow in adopting and applying sound management principles within their own operations. The academic enterprise has suffered accordingly in educational as well as fiscal terms. But management science needs to be enlisted in the service of educational goals, to become a part of the arsenal of techniques through which academic leadership is exercised.

President Dodds, in his essay on the academic presidency, makes much of the need for academic leadership which

is informed by a well-articulated philosophy of education.<sup>3</sup> The writer of this dissertation subscribes to that view and considers it as important now as when Dodds was writing. The dissertation deals with a fairly limited and technical subject in the field of higher education administration, but this selection of terms affords an opportunity to imply something of a larger purpose in its writing.

### Methodology

Any analysis or assessment of change in the decision-making processes of colleges and universities in the early and mid-1970s must take into account two general and fundamental conditions. One of these is the scope and complexity of change itself. The second consideration is the complexity and variety of the processes by which decisions are arrived at within the academic setting. Research which attempts to isolate the consequences of faculty collective bargaining must deal with difficult problems arising from these two conditions.

### A Climate of Change

American higher education in the 1970s--and the larger culture of which it is a part--is characterized by rapid and continual change. Under those circumstances, causes and consequences tend to merge and blur. A single event can produce a number of effects both immediate and remote, and

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<sup>3</sup>Harold W. Dodds, The Academic President - Educator or Caretaker? (New York: McGraw-Hill, 1962), p. 47f.

a number of causal factors can combine to produce a single result. The rapid rate of change, quite apart from the direction or content of particular changes, has an effect upon persons and institutions, producing the condition which Alvin Toffler<sup>4</sup> has described as "future shock" and contributing further to the difficulty of dissecting the elements of cause and effect.

Discrimination between collective bargaining as a cause of change and as a concomitant result of more remote and complex influences is difficult, and a great care must be exercised in avoiding simplistic post hoc interpretations. Also, within the general climate of change, collective bargaining may combined with a variety of other forces bearing upon institutions to produce yet further change. When collective bargaining is the most dramatic or visible factor--as it often is--observers may be tempted to assign the entire weight of causation to that single factor, when its actual effect is only proportional with other combined influences.

The problems arising from the complex nature of change processes are familiar ones to the designers of survey research, and statistical techniques are available to cope with them. In nonstatistical research, such as that being described here, awareness of the problems is necessary in

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<sup>4</sup>Alvin Toffler, Future Shock, (New York: Random House, 1970).

order to avoid claiming more for the research than the evidence warrants. The dissertation describes the perceptions, experiences and reactions of involved individuals concerning the effects of faculty collective bargaining within the areas of their own professional concern. The significance of that record of experience is historical and humanistic, rather than statistically predictive. The perceptions of involved individuals, distorted as they may be by human subjectivity, are still a part of a very limited body of evidence from which to begin to assess the effects of academic collective bargaining on institutions of higher education. Beyond that, the perceived effects are actual to the extent that the perceptions provide the basis for action and response by principal participants in the process.

#### Academic Decision-Making

More directly related to the content of the research is the complex nature of decision-making in academic institutions. Academic collective bargaining is, itself, a way of coming to certain kinds of decisions and it adds an additional factor to the complexity of academic decision-making.

Mary Parker Follett wrote: "An executive decision is only a moment in a process. The growth of decision, the accumulation of authority, not the final step, is what we need most to study."<sup>5</sup> This research deals with an aspect of

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<sup>5</sup>Mary Parker Follett, "The Meaning of Responsibility in Business Management," a paper included in Henry C. Metcalf and L. Urwick, Dynamic Administration (New York: Harper and

that "accumulation of authority" in institutions of higher education. To a greater extent than other formal organizations, colleges and universities are characterized by a wide distribution of decision-making authority. In light of that fact, Follett's remark becomes even more important for the study of decision-making in the academic setting.

Corson describes the situation thus:

The process of deciding is distinctive in the college or university in the degree to which final responsibility for making decisions is diffused. Substantial independent authority for making various types of decisions is allocated beyond the trustees and the president to a faculty as a group, to individual teachers, to department heads, to deans, to coaches, and to administrative officers. It follows, hence, that the government of a college or university poses distinctive problems in finding ways of enlisting and integrating the energies, initiative, and zeal of the relatively larger number among whom responsibility for decision-making is shared.<sup>6</sup>

The AAHE Task Force on Faculty Representation and Academic Negotiations observes that, "Theoretically, there are innumerable ways in which decision-making authority could be distributed between the faculty and the administration."<sup>7</sup> The Task Force then proceeds to describe a continuum

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Brothers, 1940), p. 140, cited in John J. Corson, Governance of Colleges and Universities (New York: McGraw-Hill, 1960), p. 11.

<sup>6</sup> John J. Corson, Governance of Colleges and Universities (New York: McGraw-Hill, 1960), p. 11.

<sup>7</sup> Faculty Participation in Academic Governance, report of the AAHE Task Force on Faculty Representation and Academic Negotiations, Campus Governance Program (Washington, D.C.: American Association for Higher Education, 1967), p. 14.



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<sup>7</sup>Faculty Participation in Academic Governance, report of the AAHE Task Force on Faculty Representation and Academic Negotiations, Campus Governance Program (Washington, D.C.: American Association for Higher Education, 1967), p. 14.

along which the general decision-making mode in a particular institution could be located and described. The continuum extends from "Administrative Dominance" at one end to "Faculty Dominance" at the other. Intermediate points are established in "Administrative Primacy," "Shared Authority" (the midpoint), and "Faculty Primacy."<sup>8</sup> That linear distribution of decision-making authority is useful for a "capsule" description of particular decision-making styles. The model is also conceptually useful to illustrate the equilibrium of authority between faculty and administration.

For a more refined analysis, however, the linear concept is inadequate. There are, in fact, several sets of coordinates required, corresponding to the several institutional constituencies, each of which represents a center of power. The "locus of decision" is among, rather than between, constituencies. Faculty power is exercised through departments and schools, as well as through institutional legislative bodies. Students have informal influence over decisions in almost all institutions, and in many students have a formal role in policy-formation. The administration is not a single center of power, but several such centers: the president or chancellor, vice-presidents, deans, directors, managers and heads of offices or departments. Boards of Trustees, once content to let faculty, students and administration order campus affairs with little direct intervention, are now exerting more authority over campus decisions.

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<sup>8</sup>Ibid., pp. 15-16.

and constituencies that can potentially become involved in any decision, the problem is compounded by the situational nature of academic decisions. Institutions have a wide variety of functions which give rise to issues for decision, and different viewpoints and competencies must be brought to bear on each issue. The point at which any decision becomes final, and the process by which it arrives at finality, will vary with the subject. Furthermore, each decision of substance requires a prior decision on procedure. "Deciding how to decide" may turn out to be the more important of the two.

The "locus of decision" is the point of equilibrium between centers of influence and authority at which a decision becomes final. More important than locating that terminal point, however, is the tracing of the process by which a decision arrives there. Deciding is a process which takes place over time, and the shape of the decision is in a condition of change and refinement until it reaches a state of maturity. Decision, as an executive act, may be nothing more than the conscious recognition that the process of deciding has reached its culmination. That is the thrust of Follett's remark that, "The growth of decision, the accumulation of authority, not the final step, is what we need most to study."

Within the framework of this general understanding of the nature of academic decision-making, this research has sought to uncover evidence of the ways in which some academic administrators perceive that their roles in the

process of academic decision-making have been changed as a result of the adoption of collective bargaining by the faculties of their institutions. Those perceptions include:

1. ways in which the loci of finality of the various kinds of decision have shifted relative to themselves subsequent to the adoption of faculty collective bargaining;
2. changes in the degree and kind of authority or influence which they are able to exert over the decision-making processes;
3. the degree to which the changes are directly or indirectly attributable to the presence of faculty collective bargaining; and,
4. general observations concerning the degree to which the officers' ability to exercise leadership and effect educational change has been diminished or enhanced.

#### The Research Method

The method selected which, given the limitations of the research, appeared likeliest to yield evidence illuminating the issues just identified was the relatively simple one of conducting structured interviews with central administrative officers of selected institutions. Presidents (or Chancellors), Provosts (or Academic Affairs Vice-Presidents), and Deans of schools, colleges, or faculties were interviewed on four campuses in three states.

Faculty collective bargaining is an institutional phenomenon. Even though the trend is nationwide, the form

which the bargaining relationship assumes on any campus varies with factors in the local setting. Accordingly, the officers were interviewed in institutional groups. Inevitably, the evidence collected assumed some of the characteristics of institutional case studies. Background information was assembled concerning each institution visited. This included the size and general programmatic character of the institution, its relationship to the organizational structure of higher education in the state, a brief history of faculty collective bargaining on the campus, and a review of the current negotiated faculty agreement. Although the research was conducted in this institutional form, the reports are not represented to be institutional case studies. That would require a more comprehensive investigation with all campus constituencies, and such a procedure lies beyond the scope of the research.

One important logistical consideration in planning the interview format was economy of time. Administrative time is an institutional resource reducible to a dollar amount, and the persons who were interviewed were precisely the ones who would be most conscious of that fact. The most efficient procedure proved to be one in which the interviewees were asked to review a list of decision-making topics, selecting for further discussion only those which were most importantly affected by faculty collective bargaining. The interviewees were then permitted to reflect

narratively on the topics which appeared to them to be of primary concern.

Decision topics were listed according to National Center for Higher Education Management Systems Data Element categories.<sup>10</sup> Topics listed were, by NCHEMS category, as follows:

#### COURSE - RELATED

1. Admission policies and standards
2. Curriculum content and degree requirements
3. Grading standards and policies
4. Academic calendar
5. Introduction, deletion, or change of programs
6. Acceptance of sponsored research
7. Conduct of extension and public service programs

#### FACILITIES - RELATED

1. Classroom and laboratory assignment and schedule
2. Faculty office assignment and amenities
3. Classroom, laboratory and office maintenance
4. New facilities planning and physical plant development
5. Automobile parking space

#### FINANCE - RELATED

1. Preparation of institutional request budget
2. Prosecution of the budget request with state agencies
3. Internal allocation of the appropriated budget
4. Establishment of student fee schedules
5. Establishment of prices and fees for auxilliary services
6. Development of management information and planning systems
7. Solicitation of private funding for institutional development
8. Allocation of student financial assistance

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<sup>10</sup>James S. Martin, Data Element Dictionary: Course  
 (Technical Report 29 of the National Center for Higher  
 Education Management Systems at WICHE, Boulder, Colorado,  
 1972), p. 4.

## STAFF - RELATED

1. Appointment of new faculty
2. Retention or nonretention of faculty
3. Awarding of faculty tenure
4. Retrenchment of faculty for reasons of financial exigency
5. Promotion of faculty
6. Evaluation of teaching effectiveness
7. Establishment of faculty work load
8. Faculty compensation
9. Faculty grievance procedures
10. Establishment of personnel policies for administrative or support staff
11. Selection and appointment of administrative officers
12. Affirmative action

## STUDENT - RELATED

1. Student development and academic support
2. Counseling and student health
3. Residence hall programs
4. Student conduct and discipline
5. Student activities and organizations
6. Student participation in institutional governance

Topics in the list have not been duplicated, although some could obviously be included in more than one category.

An attempt was made to word the topics in such a manner that they would define the areas for discussion while allowing considerable latitude in the response. This approach was adopted because it exploits the principle advantage which the interview technique has over survey research; namely, that the respondent is free to limit the discussion and thus expand the range of possible responses. While precision is sacrificed and a great deal of dependence is placed upon interpersonal communication between the interviewer and the interviewee, the possibility is created that subjective shadings of opinion and perception are captured.

Consideration was originally given to the use of a tape recorder to capture statements verbatim. That technical aid might have improved the quality of the reporting, but the possibility was rejected in part because tape recorded conversations were at the time of the interviews the subject of sensitive national attention. In addition, it was felt that, on a subject of institutional sensitivity, conversation would be less inhibited if that kind of verbatim record did not exist. On all occasions, assurances were given that officers and institutions would not be named in the dissertation, and that this information, together with raw notes on the interviews and visits would be held confidential between the researcher and his guidance committee.

This initial chapter of the dissertation has attempted to trace the genesis of the research in the experience and perceptions of the writer and in the thought given to the method by which he might best approach the problem. Before proceeding to a report and analysis of the evidence gathered, a further background will be established in a review of that portion of the published literature which bears most importantly on the subject of the research. That review forms the substance of the succeeding chapter.



## CHAPTER II

### REVIEW OF LITERATURE

In the six years or so since the advent of faculty collective bargaining in American four-year colleges and universities, the academic community has generated what it would characteristically term "a vast literature" on the subject. Collective bargaining has become a leading item in the educational press and on the agenda of conferences and seminars. Study centers have been organized to analyze the phenomenon, and a professional association has been formed among institutional officers who are particularly concerned with faculty contract negotiation and administration. The eventual appearance of a new professional journal is predictable. In spite of the sheer volume of words devoted to the subject, however, the actual body of ideas, opinions and observed facts is limited. One bibliographer says, off the record, "Everyone is still writing the 'first article' on collective bargaining!"

Treatments of faculty collective bargaining fall into several fairly well-defined categories, or various combinations of them. They include:

Narratives or chronicles, historical, journalistic, subjective or interpretative;

Analysis of causes and prediction of consequences;

Description and analysis of negotiated contracts;

Legal opinions and analyses;

Practical manuals for managing the various phases of the bargaining relationship; and,

Advocacy and controversy.

More recently, a new category of discussion has appeared which concerns the student involvement in and response to collective bargaining by the faculty.

Understandably, the earlier discussions of faculty collective bargaining were principally concerned with its causes. These early articles contained a great deal of speculation and opinion, but as more faculties were unionized "harder" evidence became available, permitting careful study and data-based conclusions regarding the conditions which led faculties to organize. The larger question, however, is what the consequences of faculty collective bargaining will be. That question remains unanswered in any form other than impression or, at best, informed speculation.

The body of experience is now reaching the level where it is possible to collect data and draw conclusions. A number of recent articles call attention to the need for research into the "impact" of faculty collective bargaining and several such studies are now in progress. Clearly, this is the area of greatest current need for study in the field of academic collective bargaining, particularly in view of the usefulness of such studies to institutions which must plan for the future with collective bargaining as a condition.

Faculty Collective Bargaining:  
History and Some Causes

In his 1918 book, The Higher Learning in America,<sup>1</sup> Thorstein Veblen made one of those sardonic reverse prophecies which admit a possibility even as they deny the fact. He wrote, "Professors refuse to join unions or engage in collective bargaining because of a feeling prevalent among them that their salaries are not in the nature of wages and that there would be a species of moral obliquity implied in overtly so dealing with the matter." Veblen was concerned about the kinds of market-place values which appeared to him as threatening the academic quality of American universities, and trade unionism in higher education looked like the ultimate--if absurd--extension of those values. By 1973, the possibility of faculty unionization had been realized in 62 four-year institutions of higher education or multi-campus university systems and in 150 two-year post-secondary institutions.<sup>2</sup>

In 1915, three years before Veblen published his book, the academic profession in America marked its arrival at maturity with the formation of the American Association of University Professors. Fundamental to the purposes of the AAUP was the maintenance of academic freedom and its safeguard in professorial tenure. Fifty-eight years later this

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<sup>1</sup>Thorstein Veblen, The Higher Learning in America (Stanford, Academic Reprints, 1954 [1918]).

<sup>2</sup>"212 College and University Faculties with Collective Bargaining Agents," The Chronical of Higher Education, November 26, 1973.

prestigious professional organization was representing twenty-five faculties as their exclusive agent in collective negotiations over "terms and conditions of employment."<sup>3</sup>

Although the faculties of some community colleges had been engaged in collective bargaining since 1966 or even earlier, unionization for the faculties of four-year institutions made a relatively modest appearance in 1967. In the summer of that year, an agreement was negotiated by the faculty of Bryant College of Business Administration, Rhode Island. Six months later, an agreement was concluded with the faculty of the United States Merchant Marine Academy in New York.<sup>4</sup> In both cases, the faculty bargaining agent was the American Federation of Teachers. The specialized character of these two institutions, one of them a private school and the other a federal one, permitted the events to pass virtually unnoticed by the wider academic community.

Although organizing activities were taking place on a number of campuses, the full arrival of collective bargaining for university faculties was marked by the agreement reached in September of 1969<sup>5</sup> by the giant multi-campus City University of New York (CUNY) with the two bargaining units into which its 10,000 full and part-time faculty members

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<sup>3</sup>Ibid.

<sup>4</sup>Robert K. Carr and Daniel K. VanEyck, Collective Bargaining Comes to the Campus (Washington, D.C.: ACE, 1973), pp. 17-18.

<sup>5</sup>Ibid., p. 17.

were divided.<sup>6</sup> In 1970, Central Michigan University became the first single-campus public university to enter into a collectively negotiated contract with its faculty.<sup>7</sup> Shortly thereafter, St. John's University of New York, a private university, and Southeastern Massachusetts University, a state institution, signed faculty agreements.<sup>8</sup> From that point, the spread of faculty collective bargaining has provided better exercise for scorekeepers than for historians.

Reasons which would account for the readiness of university faculties to organize for collective bargaining have been the subject of much discussion, speculation, and analysis. The reasons are complex. Some of them are deeply subjective or unique to particular institutions, so that motives which would apply across the academic profession are difficult to isolate.

Some of the motives are, of course, economic; but economic issues cannot by themselves account for the movement toward faculty unionization, nor are faculty economic concerns identical with the ones which drove industrial employees to organize. For one thing, collective bargaining came to the campus at a time when professors were beginning to achieve a modest degree of affluence. Between 1958 and

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<sup>6</sup>E. Alden Dunham, Colleges of the Forgotten Americans (New York: McGraw-Hill, 1969), p. 107.

<sup>7</sup>Robert G. Howlett, "Perspectives in Public Sector Bargaining" in Terrence N. Tice, ed., Faculty Power: Collective Bargaining on Campus (Ann Arbor: Institute of Continuing Legal Education, 1972), p. 24.

<sup>8</sup>Carr and Van Eyck, op. cit., p. 18.

1970, faculty salaries increased at an average annual rate nationwide of about 7 percent.<sup>9</sup> But substantial and, in some cases, even dramatic gains kindled even greater expectations, particularly among younger and junior faculty. A principle of relative disadvantage seems to operate.<sup>10</sup> There was little agitation as long as professors lived in isolated college communities where everyone shared the same level of genteel poverty and where the academic salary established the community standard. For many, the lower level of financial reward appeared to be a worthwhile trade-off for the congenial academic life style. In the burgeoning suburbia which now surrounds university cities, professors are apt to mingle in community life with professionals in industry, business, law and medicine; and the professor, particularly the young professor, rapidly becomes conscious of an economic differential between himself and professionals of his own age who have invested the same amount of time and money in professional training.

A similar process occurs within the academic institutions themselves. When some faculty members reached the level of real affluence, aided by fat research grants and the academic "star" system, a corresponding discontent was

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<sup>9</sup>Lewis B. Mayhew, "Faculty Demands and Faculty Militance," Journal of Higher Education, 41, No. 1, (Winter 1967), p. 344. See also: Carr and VanEyck, op. cit., p. 43.

<sup>10</sup>Mayhew, op. cit., p. 344.

generated among those who aspired to equal rewards. Whether one attributes the discontent over salaries to jealousy or to justifiable grievance over inequities, the result is the same. A bitterness was created toward a system of salary determination that permits such disparities.<sup>11</sup> The faculty of the Basic College may conclude--rightly or wrongly--that they have been penalized in order to provide some princely salaries in the Department of Biochemistry.

As is true of the young in an affluent society, young professors expect, often unrealistically, to reach the top early. They are impatient with the administration for not moving them along more rapidly, particularly when their academic credentials are superior to those of their senior colleagues, as is often the case. They see nothing professionally inappropriate about joining a union as a means of closing the status differential more quickly. Experience demonstrates that rapidly-growing faculties with a high proportion of their members in junior ranks are particularly inclined toward the adoption of collective bargaining.

The matter of economic benefit is, moreover, tied to the whole professional apparatus of rank, tenure and promotion. The adversaries of the junior faculty are, at this

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<sup>11</sup>William Boyd, "Collective Bargaining in Academe: Causes and Consequences," Liberal Education, 57, No. 3, (October 1971), p. 308.

<sup>12</sup>John C. Livingston, "Collective Bargaining and Professionalism," Educational Record, 48, No. 1, (Winter 1967), p. 79. See also: Dunham, op. cit., p. 106.

point, not the administrative bureaucracy, but the academic hierarchy in their departments.<sup>13</sup> Instructors and assistant professors know that their destinies are not in the hands of their academic peers, but of their professional superiors, and the traditional academic processes appear designed and manipulated to keep it that way. The price of admission to senior ranks is, or seems to be, compliant behavior at the expense of academic freedom and professional initiative. Moreover, teaching effectiveness--usually stated as a principal criterion for promotion--does not appear to be particularly related to age or rank, leading to the younger teachers' feeling that they deserve better consideration on that ground alone. Collective bargaining provides an obvious means of outflanking the professional power structure in matters of advancement and tenure.

If the urgencies of youth provide some of the reasons for faculty unionization, the insecurities of middle age add others. As Lewis Mayhew and others have pointed out, faculties are especially "union-prone" in junior colleges and in former teachers' colleges which have become multi-purpose universities. In these latter institutions there may be a sizable segment of the faculty who feel that they have left one comfortable reference group, but have not yet been totally accepted by another. The threat to the ego is intensified by the presence of academic "stars" and the

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<sup>13</sup>Livingston, op. cit., pp. 79-80.



bright and aggressive young products from the good graduate schools who inevitably appear as institutions develop toward mature university status.<sup>14</sup> There will be those among the older teachers college cadre who fear that they are "marginal" professionals, and the feeling expresses itself, in Mayhew's words, as "anxiety, punitiveness, rage, and a search for scapegoats." The administration is an available target and the union becomes the weapon.<sup>15</sup>

Administrative behaviors have doubtless contributed to faculty unionization, but in ways that are difficult to define and which have received little treatment in the literature--perhaps because so much of that literature has been produced by administrators. Any conclusions, therefore, must be largely speculative. Administrative authoritarianism of an obvious sort is less of an issue than might ordinarily be expected. Collective bargaining seems to have come to some schools concurrently with a change away from the authoritarian administrations which were often characteristic of the teachers' colleges--an administrative style which was easy for them to absorb from the elementary and secondary school systems. That may itself offer a partial explanation. Historians have pointed out that revolutions are less likely

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<sup>14</sup> Henry L. Mason, College and University Government (New Orleans: Tulane University, 1972), p. 21. See also: Carr and VanEyck, op. cit., p. 58.

<sup>15</sup> Mayhew, op. cit., p. 343.

to occur as a reaction against utter powerlessness than as a response to the first taste of freedom.

Some of the "new breed" of administrators came from faculty ranks and wanted very much to be viewed as colleagues by their own faculties. It came as a baffling and disappointing surprise when they were not, in spite of their efforts at demonstrating a faculty orientation. Then, too, in their zeal to move their institutions along the spectrum toward mature university status, they may have been less democratic than they thought, more or less unconsciously replacing the old despotism with a more subtle manipulation.

Sheila Polishook,<sup>16</sup> commenting on the emergence of faculty unions at CUNY, attributes much of the faculty's attitude to administrators' failure to "read" accurately the faculty sentiments about the administration. She quotes the CUNY president as saying, "It is as unusual to find faculty members who consider themselves employees as to find administrators who consider themselves managers." That view may have been naive. Professor Polishook pointed out that "many" CUNY administrators had been trained in educational administration, rather than the "academic" disciplines, citing that as evidence that the administrators considered themselves to be academic managers. Her reply to the president's quoted statement was, "We are employed,

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<sup>16</sup> Sheila S. Polishook, "Collective Bargaining and the City University of New York," Journal of Higher Education, 41, No. 5, (May 1970), pp. 377-386.

we are salaried, and we work under fixed conditions, controlled not by ourselves, but by those who hired us."

Whether or not the CUNY administrators regarded themselves as "managers," Polishook anticipates another set of influences working on administrators to force them into a management position vis a vis their faculties. One of these forces is collective bargaining itself, of which one president of a unionized institution said, "A cynical faculty member might suspect that it is all a management plot." More important is the management revolution in academic administration which has come with leaner days in the universities and the pressing need to allocate scarce resources efficiently.

Indifference or disdain on the part of influential senior professors is a factor in establishing a climate favorable to unionization. When faced with the decision whether or not to unionize, the classical academic response ought to be rigorous examination of the issues and reasoned debate over them. That is what university faculties are supposed to do best. Instead, the response of the very individuals who should be the most skilled practitioners of that academic art is to quit the arena. Thus, the decision to unionize is, in some measure, a decision by default. A strange coalition forms between youthful, able, stylistically radical professors and the older "marginal" faculty members whose personal style is likely to be severely conservative. That coalition is enough to carry the day for

the union, given the inaction of the mature and professionally powerful seniors.<sup>17</sup>

There is some indication that this pattern of behavior may be changing. In 1972 and 1973, a number of faculties rejected unionization in agency elections. Commentators are cautious about identifying the rejections as a trend, and the only reasons they are willing to suggest are "more aggressive, knowledgeable administration activity, combined with lingering faculty caution."<sup>18</sup> One possibility is that more senior professors are doing their homework and entering the political debate. In any event, it is too late for the institutions already engaged in collective negotiations, since experience from other sectors of the economy indicates that the adoption of collective bargaining is far easier than its abandonment, even when the results are unsatisfactory from the viewpoint of the organized employees themselves.<sup>19</sup> A far greater likelihood, as Carr and VanEyck suggest, is the replacement of one bargaining agent by another.<sup>20</sup>

In addition to the internal climate of institutions, there are external forces which provide impetus in the

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<sup>17</sup>Boyd, op. cit., pp. 309-310.

<sup>18</sup>Jack H. Schuster, Emerging Issues in Faculty Bargaining, Address prepared for delivery at the 173rd meeting of the American Political Science Association, 1973, p. 6. See also: Carr and VanEyck, op. cit., pp. 146-148, 152-156.

<sup>19</sup>Philip W. Semas, "Faculties at the Bargaining Table," The Chronicle of Higher Education, November 26, 1973, p. 9.

<sup>20</sup>Carr and Van Eyck, op. cit., p. 14.

direction of faculty unionization. Some of these forces derive from the social environment. Collective bargaining is a method for the resolution of group interests which is widely accepted in industrialized society, and its methods and terminology are understood by almost anyone who reads the newspapers. Furthermore, unionization has been purged of its "strong-arm" connotations by its widespread adoption among teachers in the public schools and among other white-collar public employees. The present distribution of faculty collective bargaining in higher education shows a marked concentration among institutions in the industrialized northeast quadrant of the continental United States, suggesting that professors are more ready to organize when they are located in geographical proximity to industry, and where the collective negotiation of labor contracts is a frequent and visible event.<sup>21</sup>

A further important element in the social "ripple-effect" is the manner in which faculty collective bargaining is communicated within the educational community. Lower school teachers were the first to organize, followed by faculty in the junior colleges who were often a part of the same public school systems. Finally, collective bargaining

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<sup>21</sup>Faculty Collective Bargaining in Postsecondary Institutions: The Impact on the Campus and on the State, by the Education Commission of the States, (Report No. 28, May 1972), p. 2. See also: Bill Aussieker and J. W. Garbarino, "Measuring Faculty Unionism: Quantity and Quality," Industrial Relations, 12, No. 2, (May 1973).

was adopted by the faculties of four-year colleges and universities. Dunham remarks that some of the part-time faculty at CUNY when that institution was unionized were "moonlighting" public school teachers and already members of the AFT.<sup>22</sup>

What accounts for that spread, at least in part, is the demonstration that collective bargaining works where faculty salaries are concerned. The comparison of salary scales before and after the introduction of collective bargaining provides strong evidence of the ability of collective negotiation to bring about rapid improvement in compensation. Administrations have claimed that the compensation packages won at the bargaining table were about what they had planned to grant anyway, and so it may have been; but the simplest interpretation of the evidence is that collective bargaining provides immediate financial gain for the faculty.<sup>23</sup>

The actual movement to organize requires the presence of some group or organization which is willing to offer itself as a bargaining agent.<sup>24</sup> The American Federation of Teachers (AFT), an AFL-CIO affiliate with long experience

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<sup>22</sup>Dunham, op. cit., p. 107.

<sup>23</sup>Boyd, op. cit., p. 310. See also: Faculty Collective Bargaining, op. cit., note 21, p. 3.

<sup>24</sup>Joseph W. Garbarino, "Emergence of Collective Bargaining," in E. D. Duryea and Robert S. Fisk, eds., Faculty Unions and Collective Bargaining (San Francisco: Jossey-Bass, 1973), pp. 13-15.

in negotiating for teachers in the public schools, was an active early proponent of college faculty unionization. AFT organizing activity drew in the National Education Association, also active in the public schools, as a competitor in bargaining agent elections. The super-professional AAUP at first treated the union movement in higher education with disdain as being unworthy of professors. The 1968 Statements of the AAUP strongly support that anti-union position.<sup>25</sup> In the same year, however, Harry Marmion predicted that, "The AAUP may need to decide whether to continue on the high road of professionalism or go to where the action is, where the members are, and where many feel the future of higher education lies."<sup>26</sup>

The AAUP has evidently come to agree with Marmion. Already in 1968, while continuing to maintain its anti-union posture, the AAUP reached a position where it could recognize the legitimacy of a "withholding of services" by the faculty under certain grave circumstances. Five years later, the AAUP was representing the faculties of twenty-five institutions of higher education as their exclusive agent for collective bargaining. As for the other national organizations in 1973, the AFT was the bargaining agent at forty-eight

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<sup>25</sup>Louis Joughin, ed., Academic Freedom and Tenure, (Madison: University of Wisconsin Press, 1969), pp. 349-350.

<sup>26</sup>Harry A Marmion, "Unions and Higher Education," Educational Record, 49, No. 1 (Winter 1968), p. 46.

institutions, the NEA at ninety institutions, and merged affiliates of the AFT and NEA at twenty institutions. Twenty-nine faculties were represented by independent faculty associations. These figures represent both two-year and four-year institutions, both public and private.

The influence of the law itself is a matter of central importance, not only where the incentives to faculty unionization are concerned, but also where the consequences are being assessed.<sup>27</sup> The availability of a legal framework for collective bargaining clearly encourages adoption of the method. New York's 1967 "Taylor Law" is widely identified as an important factor in the unionization of faculties in New York's public universities.<sup>28</sup>

Since 1965, eighteen states have enacted legislation which permits collective bargaining by public employees. Three of these make special provision for the faculties of public institutions of higher education. The great preponderance of organized faculties are in states which have

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<sup>27</sup>Kenneth P. Mortimer and G. Gregory Lozier, Collective Bargaining: Implications for Governance (The Pennsylvania State University, Center for the Study of Higher Education, Report No. 17, June 1972), pp. 3-4. See also: Garbarino, op. cit., p. 3:

"The extension to government workers, particularly at the state level, of the right to organize for collective bargaining is the most important single reason for the present form and growth of academic unions."

<sup>28</sup>William F. McHugh, "Collective Negotiations in Public Higher Education," College and University Business, 47, No. 6, (December 1969), p. 41. See also: Polishook, op. cit., and Schuster, op. cit., p. 4.



comprehensive public employee bargaining laws.<sup>29</sup> In addition to the states with public employee bargaining laws, six others, including California, have laws requiring public employers to "meet and confer" with their employees.<sup>30</sup>

The situation in Michigan is complicated by the fact that the state's public universities are constitutionally incorporated and thus exist as branches of government rather than as public agencies. The applicability of the Michigan Public Employment Relations Act is thus in question. Five university faculties in Michigan are engaged in collective bargaining. In each case, the faculty claims that they are negotiating under the provisions of the act and the governing board claims that it is at the table ex gratia. The charade works well as long as the issue is not put to the test in the courts. That is almost certain to happen rather sooner than later, with important implications for the autonomy of the Michigan institutions.

Federal law accomplishes for most private colleges and universities what state legislation has done for public ones. In 1970, responding to petitions from Cornell and Syracuse Universities, the National Labor Relations Board agreed to assume jurisdiction over employment relations at those two private institutions, permitting them to negotiate with their

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<sup>29</sup>Terrence N. Tice, "The Situation in the States," in Terrence N. Tice, ed., Faculty Bargaining in the Seventies (Ann Arbor: The Institute of Continuing Legal Education, 1973), pp. 178-238.

<sup>30</sup>Ibid.

employees under Federal labor law.<sup>31</sup> In so doing, the NLRB reversed an earlier position taken in its 1951 Columbia University decision. There was no apparent recognition by the universities, the several amici curiae, or the NLRB, that the decision would open the way for the faculties of private institutions to organize and negotiate with their institutions in the status of "employees." The NLRB did admit in its decision that it was "entering a hitherto uncharted area." The NLRB has since ruled that it would assume labor jurisdiction over private institutions having a gross annual income of \$1,000,000, or more, bringing approximately 80 percent of private higher education under its authority.<sup>32</sup>

The important issue raised by the NLRB decision is the same one faced by public institutions which are organized under the provisions of state legislation. The issue is how to define and accomodate within the law the unique nature of faculty employment, using criteria developed with entirely different classes of employees in mind. The question comes sharply into focus when decisions are made about who shall be included within a bargaining unit and who shall be excluded. This crucial discrimination between "managers" and "employed professionals" is one which has important implications for

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<sup>31</sup>183 NLRB 41, 74 LRRM 1269 (1970).

<sup>32</sup>Carr and VanEyck, op. cit., p. 28. See also: Myron Lieberman, "Professors, Unite!," Harper's Magazine, 243, No. 1457 (October 1971), p. 62. Lieberman, at that time, put the figure at "more than two-thirds."

the governance systems of educational institutions; and frequently the decision is made not by the institutions themselves, but by the employment relations boards applying nonacademic criteria. The Carnegie Commission on Higher Education defines the problem crisply:

The Federal National Labor Relations Act is based on industrial experience. State laws on bargaining are based on the special nature of the civil service. The sharp industrial delineation between management and labor does not fit higher education; nor does the hierarchical civil service relation fit the more collegial approach taken on a campus. Faculty members are neither industrial workers nor civil servants. Their special profession and the special nature of the institution in which they are employed both call for separate treatment.<sup>33</sup>

Bargaining and Governance: More Causes  
and Some Possible Consequences

Economic considerations provide much of the impetus for faculty collective bargaining. They may even be the most powerful influence at work on the individual professor as he marks his ballot in an agency election. For the faculty union movement as a whole, however, economics are secondary to a set of motives related to the government of institutions. Schuster says, "Despite collective bargaining's ostensible preoccupation with economic issues, the most consequential issues for the life of the university revolve around bargaining's impact on university governance."<sup>34</sup>

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<sup>33</sup>The Carnegie Commission on Higher Education, Governance of Higher Education (New York: McGraw-Hill, April 1973), p. 50.

<sup>34</sup>Schuster, op. cit., p. 6.

Even if the single reason for unionization were the matter of faculty salaries, the threat to traditional governance systems is an obvious one. Ralph Brown sums it up in his often-quoted version of the "domino theory":

Once a bargaining agent has the weight of statutory certification behind him, a familiar process comes into play. First, the matter of salaries is linked to work load; work load is then directly related to class size, class size to range of offerings, and range of offerings to curricular policy. Dispute over class size may also lead to bargaining over admissions policies.<sup>35</sup>

The American system of higher education, both public and private, is characterized historically by a strong sense of public responsibility. There is an equally strong concern for academic freedom and the autonomy of the faculty in matters related to their educational functions. Interposed between the two are the institutional presidents and their administrations. The office of the president, in its extended sense, is seen, on one hand, as implementing the directives of the lay board, and, on the other hand, as representing the judgments of the faculty to the board and to the supporting public constituency. The scheme is generally described as a "shared authority" and it functions in a kind of kinetic--and tenuous--political balance. The effectiveness of the system depends heavily upon the political skill of the participants and the measure of trust

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<sup>35</sup> Ralph Brown, "Collective Bargaining in Higher Education," Michigan Law Review, March 1969, p. 1075.

that exists between them. The system of shared authority or "codetermination" contrasts with the line-and-staff decision-making hierarchy of industry, the military, or the civil service bureaucracy.

The concept of shared authority finds its most complete and concrete delineation in the "Statement of Government of Colleges and Universities," published in the AAUP Bulletin (Winter 1966). The statement was a joint effort by the AAUP Committee "T" on College and University Government, the Commission on Administrative Affairs of the ACE, and, at a later stage, the Associated Governing Boards.<sup>36</sup> The statement acknowledges that, with few exceptions, the governing board is the "final institutional authority."<sup>37</sup> The statement is, however, stronger and more explicit in describing the governing role of the faculty:

The faculty has primary responsibility for such fundamental areas as curriculum, subject matter and methods of instruction, research, faculty status, and those aspects of student life which relate to the educational process. On these matters the power of review or final decision lodged in the governing board, or delegated by it to the president, should be exercised adversely only in exceptional circumstances, and for reasons communicated to the faculty. (Section V)<sup>38</sup>

The position of the president as the interlocutor of the system is established by the statement that,

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<sup>36</sup>Mason, op. cit., p. xii. Text reproduced in Joughin, op. cit., pp. 90-101.

<sup>37</sup>Joughin, op. cit., p. 96.

<sup>38</sup>Ibid., p. 98.

It is the duty of the president to see to it that the standards and procedures in operational use within the college or university conform to the policy established by the governing board and to the standards of sound academic practice.

and,

His leadership role is supported by delegated authority from the board and the faculty.<sup>39</sup>  
[Emphasis mine.]

Most of the current literature on the governance of higher education supports the concept of shared authority, although it is frequently acknowledged that the condition is an ideal one and exists only to a relative degree in particular institutions.<sup>40</sup> Existence of the concept, even as a philosophical ideal, is valuable to the academic community. As Sanford Kadish has observed, ". . .It has tended to be the mode of rapprochement between bureaucracy and professionalism in institutions of higher education to which faculties have traditionally aspired."<sup>41</sup>

Governance under the principle of shared authority is continually in flux and there is an almost infinite variety of forms which it can assume in operation. Mortimer and Lozier identify three basic shared authority models:  
". . .joint participation in decision-making; agreements to

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<sup>39</sup>Ibid., pp. 97, 98.

<sup>40</sup>See e.g., The Carnegie Commission on Higher Education, Governance of Higher Education, op. cit., Recommendation 14, p. 41. Mortimer and Lozier, op. cit., p. 4.

<sup>41</sup>Sanford Kadish, "The Strike and the Professoriate," AAUP Bulletin, Summer 1968, p. 163.

separate jurisdictions among interdependent constituencies; and collective negotiations."<sup>42</sup> Israel Kugler, identifying himself as a spokesman for the AFT and faculty unionism, is more forceful in describing collective bargaining as an effective and authentic instrument of shared authority:

A parliamentary model in which the working faculty engaged in teaching and research would select all administrators and have them responsible to the faculty for the carrying out of faculty policy is a desirable ideal, but a utopian one. Facing reality, we must recognize that professors are not officers of an institution on appointment, but professional employees. By banding together in a union and seeking collective bargaining status, the imbalance of power can be redressed and the untrammelled authority of the administrator-trustee combine effectively checked. A truly shared authority is the result.<sup>43</sup>

There are several forces at work in the American academic community which have prompted some faculties to concur with Kugler and opt for collective negotiations as an instrument of governance or as an adjunct to the more traditional systems. Some of these forces are the product of the 1960s "boom" in higher education and the concurrent campus ferment.<sup>44</sup> Universities, the established ones at least, became centers of power to a degree unprecedented in their history. That power was economic and political as well

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<sup>42</sup>Mortimer and Lozier, op. cit., p. 4.

<sup>43</sup>Israel Kugler, "The Union Speaks for Itself," Educational Record, 49, No. 4, p. 415.

<sup>44</sup>Faculty Participation in Academic Governance (Washington: American Association for Higher Education, 1967), p. 9.

as intellectual. Power is a form of energy which, once it exists, must go somewhere. In spite of his nod to "shared authority," Kugler's statement translates: "Power." One of the factors in the emergence of collective bargaining is the possession of power itself, quite apart from the goals it might be expected to serve.

In a more practical direction, the affluence of the sixties produced explosive growth in the size and complexity of many institutions, together with changes in their educational functions. Single-purpose teachers' colleges became multi-purpose universities--the so-called "emerging universities." The old governance systems were unable to cope with the stresses of change. Even in established and distinguished universities, the mechanisms of university government showed signs of stress, prompting the creation of "governance commissions" on many, if not most, campuses. The studies of governance at Princeton and at California are two important examples.<sup>45</sup> Another product of the general concern for governance was the joint AAUP-ACE-AGB "Statement" cited above.

Duryea and Fisk relate the emergence of collective bargaining to the whole "governance crisis" in higher education:

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<sup>45</sup> Caleb Foote and Mayer, Henry, The Culture of the University: Governance and Education (San Francisco: Jossey-Bass, 1968).



The specific influences prodding academicians and other professionals to turn to collective bargaining are numerous, and not all bear on every situation. More fundamentally, in our view, the emergence of unions relates significantly to the changing nature of college and university government.<sup>46</sup>

The professional power resident in the faculties of established universities had its "spill-over" effect on the faculties of the "emerging" universities. Of these latter schools, Garbarino says,

As their mission changed and new departments and colleges were created, the new faculty recruited for these units had high expectations of professional independence and of professional influence over institutional policy.

The conversion to the prestigious university status also legitimized high expectations among the old faculty. However, the administrators and established faculty leadership of some of the new systems were slow to adopt the forms of governance and faculty power associated with universities, at least in the opinion of some of their faculty constituents, and unionism appeared as a device to hasten the process.<sup>47</sup>

Throughout the 1960s, a new set of social priorities began to make its influence felt with implications for university government more serious, even, than the growth of professional power. The "knowledge explosion" and the consequent rise in academic prestige led to a theory of

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<sup>46</sup>E. D. Duryea and Fisk, Robert S., "Impact of Unionism on Governance," in Dykman W. V., ed., The Expanded Campus, (San Francisco: Jossey-Bass, 1972), p. 107.

<sup>47</sup>Garbarino, op. cit., p. 11.

social, economic, and professional reward based on merit. The new social thrust arose from an entirely different direction: the "revolution of rising expectations" produced by the success of the civil rights movement. Equality of social opportunity, with its corollary in equality of access to higher education, became the leading social priority. Across the society, the dominant political theory became "one man, one vote," with maximum extension of political franchise. Within the universities, students pressed, with some success, for a voice in determining the academic policies which affected them. Again, the catchword was "power"--"Black power," "student power," and ultimately "professor power."

The egalitarian revolution affected faculties in two basic ways. One of these was in the ideological identification of faculty members, particularly younger faculty members, with the aspirations of the disadvantaged and disenfranchised--a condition which many felt they shared. Ladd and Lipset see a link between the ideological orientation of faculty and their attitudes toward faculty unionism.<sup>48</sup> They see ideological considerations, however, as balanced by factors related to professional achievement:

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<sup>48</sup> Everett Carll Ladd and Lipset, Seymour M., "Unionizing the Professoriate," Change, 5, No. 6, (Summer 1973), p. 41. The perception is supported quantitatively by the Carnegie Commission, op. cit., p. 94.

The liberalism of the elite school faculty pushes them one way, but the factors relating to their professional status at once shove them in the opposite direction.

. . . There is an important clash, then, between the interests and values of successful academics and of trade unionism, which is largely egalitarian.<sup>49</sup>

On the other hand, the student power movement, supported by younger and professionally less powerful professors provoked, in some instances, a backlash from conservative and, given the general correspondence between age and ideology, older faculty members. The highly vocal quality of student protest gave students access to presidents and a priority on administrative agendas which was threatening to the generally silent "establishment" professoriate. They, too, were hung on the horns of a dilemma, their professional instincts disinclining them toward unionism, but their apparently "neglected" status prompting them to seek some base of power.<sup>50</sup> An interesting and continuing feature of the campus power contest is the interaction of student power with faculty power. Student power was a factor in the emergence of faculty unions. Presently, faculty unionism and faculty power appears to be a factor in the growing interest in the organization of student unions.<sup>51</sup>

The whole power crisis in higher education caused many faculty members to become disenchanted with, and even

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<sup>49</sup> Ibid.

<sup>50</sup> Carr and VanEyck, op. cit., p. 94.

<sup>51</sup> Schuster, op. cit., pp. 7, 9.

contemptuous of, academic senates, the most common vehicle of shared authority. In some institutions, the senate had never commanded very much respect. A common view of senates was that they often debated issues without result until the questions became moot. In the academic culture the academic senate is often caricatured as a "debating society." In fact, senates in many institutions are self-perpetuating oligarchies of tenured professors, or dominated by administrative members and presidential appointees.<sup>52</sup> In any event, senate credibility is undermined by its dependence on the administration for funding.<sup>53</sup> In some cases, senates had-- and have--sizable de facto power in academic decision-making, but the de jure authority still lies with the administration and the board and that is unsatisfactory to some faculty members.<sup>54</sup> The union offers itself as an avenue to power which is recognized in the law.

Furthermore, senates have not as a rule proved responsive enough to demands for necessary curricular change and educational innovation. This is a matter of frustration to enthusiastic teachers anxious for educational reform. To them, the union offers a means which is justified by the

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<sup>52</sup>The Carnegie Commission, op. cit., p. 47. McConnell op. cit., pp. 101-103.

<sup>53</sup>Mortimer and Lozier, op. cit., p. 5.

<sup>54</sup>Faculty Participation in Academic Governance, op. cit., pp. 14-15.

educational end, even if it requires the sacrifice of some aspects of the professional image.<sup>55</sup>

Academic senates are not, of course, the only vehicle for the exercise of faculty shared authority. Probably the fundamental locus of decision-making as it involves the great bulk of the faculty is the academic department. In the departments those decisions are made which affect the individual professor most directly: the matters of appointment, reappointment, promotion, tenure, class assignment and curriculum. The department is also the "first instance" recourse in faculty grievances.<sup>56</sup> These are the very decisions which are at issue when faculty collective bargaining is under consideration and the manner in which those decisions are arrived at is likely to be directly affected by negotiations.

Departmental styles and internal organizations are as diverse, almost, as the individuals of which they are composed. Dressel identifies a correspondence between the professional quality of departments (as rated in the Cartter Report) and a democratic style of departmental decision-making.<sup>57</sup> There is also evidence to indicate that faculty favor collective

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<sup>55</sup>Kugler, op. cit., p. 416.

<sup>56</sup>Archie R. Dykes, Faculty Participation in Academic Decision-Making (Washington, D.C.: American Council on Education, 1968), p. 30.

<sup>57</sup>Paul L. Dressel, The Confidence Crisis, (San Francisco: Jossey-Bass, 1970), p. 39, p. 142.

bargaining more in institutions where departmental organizations appear to be less democratic.<sup>58</sup>

If some incentives to unionize arose out of affluence and the flow of power, other incentives came with depression and threats to that power.<sup>59</sup> The ideological controversies of the mid-sixties, beginning with the Free Speech Movement at Berkeley and culminating in the convulsive student unrest over the Southeast Asia War in the spring of 1970, provided political excuse for reduced public funding to higher education. Public accountability became an important new factor in the alignment of power on campus. California's governor, Ronald Reagan, used the occasion of a public groundbreaking at Bakersfield State College to serve public notice on the academics:

Our public institutions have been established and financed by the people. They are the vehicles for the expression of cultural values and goals of the people, as well as the repository of knowledge and the distributor of truth. The members of the various education boards are all agents of the people. Through these instruments the people should have not only a voice, but also accountability and recourse.<sup>60</sup>

Governor Reagan is certainly no revolutionary, but his cry of "power to the people" echoes the rhetoric of the student

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<sup>58</sup>Duryea and Fisk, op. cit., pp. 108-109.

<sup>59</sup>Ping, op. cit., p. 104.

<sup>60</sup>Ronald Reagan, "Excerpts of Prepared Remarks by Governor Ronald Reagan," (Bakersfield State College groundbreaking ceremony, April 11, 1969) Mimeograph, (Sacramento, California, Office of the Governor, 1969).

political activists, leading some to speculate that he and Mario Savio could have used the same speechwriter!

Politics aside, the demands for accountability have a direct influence in the direction of unionization. For one thing, legislatively imposed "accountability" with its thinly-disguised overtones of anti-intellectualism has contributed to the atmosphere of tension among faculty members, exacerbating intra-mural tensions and driving them toward whatever basis of collective security they can find, one of which is the faculty union. But accountability has more fundamental implications. Those implications were apparent even before the period of student unrest and before the financial reverses of the early 1970s were fully felt. Educational costs were rising too rapidly and too much of the increased cost was a result of fiscal inefficiency in university operations.<sup>61</sup> In the decade between 1958 and 1968, college enrollment nationwide doubled, but income and expenditures tripled and capital expenditure quadrupled.<sup>62</sup>

The result of the requirement for accountability is the development of planning systems within universities which apply the principles of management science. A few alert administrations began the development of planning and management systems before they were imposed by the funding agencies. Where they have not been initiated from within they are

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<sup>61</sup>Earl F. Cheit, The New Depression in Higher Education, (New York: McGraw-Hill, 1971), p. 5.

<sup>62</sup>Ibid.

rapidly being imposed from without in the form of PPBS budget reporting.<sup>63</sup>

Just as collective bargaining, by casting faculty in the role of employee, casts administration in the role of management, the "managerialization" of administration has the effect of further catalyzing the relationship. A whole new dimension is thus added to the governance problem: how to develop decision-making patterns that will allow for expert management, while preserving for the faculty their necessary role in making the educational judgments which fall within the province of their unique professional expertise. Institutions involved in faculty collective bargaining have evolved three basic bargaining formats in an effort to balance all of the complex ingredients in the governance problem.<sup>64</sup> Limited bargaining involves an agreement to negotiate only on the issues of faculty compensation and the status of the union. Process bargaining adds to the economic issues bargaining on procedures, particularly those governing personnel decisions: promotion, tenure, reappointment, and grievances. Comprehensive bargaining throws open the campus government structure to negotiation, including the decision-making systems concerned with the substance of academic judgments. In comprehensive bargaining, the issue of what is to be bargained is itself bargainable.

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<sup>63</sup>Education Commission of the States, op. cit., p. 15.

<sup>64</sup>Ping, op. cit., p. 100.



Most unionized faculties have professed a desire to limit bargaining to "terms and conditions of employment" or to bargaining on compensation and personnel procedures. A notable exception is Boston State College, Massachusetts, where the entire governance system of the college is specified in the negotiated agreement.<sup>65</sup> The intention of the union is generally sincere, but the line between limited or process bargaining and comprehensive bargaining is a difficult one to maintain, for the reasons which Dean Brown so succinctly stated. The AAHE Task Force on Faculty Representation and Academic Negotiation issued an early warning:

While we support a division of issues between a bargaining agent and an academic senate when both are well-established on a campus, we recognize that any such demarcation is likely to be unstable over time.<sup>66</sup>

Five years later, the same cautionary note was being sounded by the Carnegie Commission on Higher Education:

The basic choice at the present time, we believe, is among (1) codetermination and (2) collective bargaining, or (3) some combination between the two where codetermination is effective in some subject-matter areas (such as the curriculum) and collective bargaining in others (such as salaries). This latter alternative may not turn out to be a possible combination in the longer run, however, because collective bargaining may tend to supplant codetermination in an irreversible process. And it should be clearly understood that faculty members cannot have it both ways--they cannot engage in codetermination and in collective bargaining on the same issues at the same time.<sup>67</sup>

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<sup>65</sup>Carr and VanEyck, op. cit., p. 209.

<sup>66</sup>AAHE Task Force, op. cit., p. 65.

<sup>67</sup>Carnegie Commission, op. cit., p. 47.

Evidence is beginning to appear in support of the predictions. Negotiated agreements at Central Michigan University have supported the principle of codetermination in academic matters. Nonetheless, an Unfair Labor Practice claim has been filed by the CMU faculty bargaining unit with the Michigan Employment Relations Commission.<sup>68</sup> The claim is directed against "teaching effectiveness" policies developed by the Academic Senate and accepted by the Board of Trustees. The claim alleges that the policy affects "terms and conditions of employment" and hence falls among the bargainable issues under the negotiated agreement.

McConnell sums up the governance issues sharply:

Crudely put, the division is between the principle of shared decision-making and shared authority in a community with common interests, as espoused by the AAUP; and the assumption of a permanent conflict of interest between faculty and administration requiring confrontation, collective bargaining, and coercive sanctions, as held by the AFT.<sup>69</sup>

The consequences of academic collective bargaining are still largely a matter of speculation, particularly where the effect on governance systems and decision-making patterns is concerned. What is universally agreed is that significant effects can be expected. The traditional models of governance in higher education assign a good many "management" rights to faculty members. They are responsible

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<sup>68</sup>MERC Case No. C 74 A-19.

<sup>69</sup>McConnell, op. cit., p. 109.

for some purposes to administrative officers, but administrative officers are also responsible to the faculty.<sup>70</sup> A dean is accountable in both directions, being both the administrative executive for his or her school and the advocate of the school and its faculty with the central administration. The president is as much an advocate of the institutional faculty to the governing board as he or she is an agent of the board in the exercise of executive authority. The question then arises in connection with collective bargaining, "Who bargains with whom?" Industrial collective bargaining makes a clear distinction between management and labor. No such clear demarcation is possible in institutions of higher education.<sup>71</sup>

Clearly, faculty will not be permitted to "sit on both sides of the table." There is the real likelihood that the kind of clear separation between manager and employee which exists in industry will be forced upon higher education as a consequence of faculty unionization, fundamentally altering the academic relationships which have long existed. What is at stake is not simply some ideal of collegial good fellowship, although that, too, may suffer. What is infinitely more important is that the quality of academic decision-making which depends heavily upon distribution of various

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<sup>70</sup> Faculty Participation in Academic Governance, op. cit., p. 19.

<sup>71</sup> C. Dalls Sands, "The Role of Collective Bargaining in Higher Education," Wisconsin Law Review, 1, 1971, p. 158.

decision-making functions across the academic community, may be deteriorated in a number of ways.

In the first place, the assumption that a permanent conflict of interest exists between faculty and administration as it exists between industrial labor and management, may cause the ethics and tactics of political power to be substituted for the primacy of reason and rational persuasion.<sup>72</sup> Bucklew points out that some of the most reasoned argument he has heard on campus occurred at the bargaining table.<sup>73</sup> That speaks well for the negotiators in that particular setting, but it does not alter the fact, observed by so many others, that the bargaining system has an adversary relationship as its basic premise, confrontation and coercion as its method, no matter how civil a form the process may take. Wollett underscores the point:

Collective negotiations is itself a political system and the leaders of a . . . negotiations structure--the negotiators, the executive boards, the departmental stewards--are themselves politicians. They are not enlisted in the service of reasonableness, rationality, or the persuasive power of ideas. They are concerned with getting more, as management is with giving less. They understand that their ability to achieve this objective depends upon the effective mobilization and utilization of political power.<sup>74</sup>

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<sup>72</sup>Finkin, op. cit., p. 154.

<sup>73</sup>Semas, op. cit., p. 11.

<sup>74</sup>Donald H. Wollett, "The Status and Trends of Collective Negotiations for Faculty in Higher Education," Wisconsin Law Review, 1, 1971, p. 32.

What is agreed among virtually all analysts of academic collective bargaining is that the process will force a clear and formal distinction between academic management and professional employees. The relationship between them will be specified and codified in legally binding contracts. Mortimer and Lozier state what is a general consensus:

One feature of collective bargaining is the discontent on the part of many faculties to rely on informal or noncodified procedures in matters relevant to the terms and conditions of their employment and to the provisions for faculty participation in institutional decision-making. As a result, collective bargaining portends to interject major changes in faculty-administrative relations in higher education.<sup>75</sup>

The increased specificity and codification of personnel procedures may very well improve their fairness--although not necessarily their benevolence--to individual faculty members. Codified grievance procedures will increase the likelihood that each adverse personnel decision will routinely be tested through institutional proceedings and in the courts. That can prove hideously expensive in time and energy to all parties<sup>76</sup> and would further strain faculty-administrative relationships.

A more serious effect of strict legal contractualization could be what Garbarino calls a "convergence toward the

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<sup>75</sup>Mortimer and Lozier, op. cit., p. 1.

<sup>76</sup>Neil S. Bucklew, "Fiscal Judgment in Bargaining Can Uncover Hidden Costs," College and University Business, 50 (March 1971), pp. 47-48.

average."<sup>77</sup> The politics of a union require that positions be taken which reflect the interests of the voting majority. Those positions are unlikely to be the ones selected by the academic elite. The dynamics of collective bargaining, as described by Oberer and others, will probably operate to replace the professional power and influence of the ablest scholars and teachers for the will of the majority of the faculty expressed on a one man, one vote basis.<sup>78</sup> The effect would be to substitute adequacy for excellence as the criterion of academic performance. The effect is already visible in union demands that initial academic appointments be classified as "probationary." That would create a condition in which institutions would be required to "show cause" for nonreappointment--"instant tenure," in effect.<sup>79</sup>

Boyd identifies a possible threat to academic freedom itself in the collective and egalitarian quality of faculty unionism.<sup>80</sup> Academic freedom is a protection which the academic community has maintained against the encroachments of repressive political systems and authoritarian religion.

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<sup>77</sup> Joseph Garbarino, "Creeping Unionism and the Faculty Labor Market," Higher Education and the Labor Market (New York: McGraw-Hill, 1973), p. 34.

<sup>78</sup> Walter Oberer, "Faculty Participation and Decision Making," in Stanley Elam and Michael H. Moskow, eds., Employment Relations in Higher Education (Bloomington, Indiana: Phi Delta Kappa, 1969), p. 143.

<sup>79</sup> Ladd and Lipset, op. cit., p. 42.

<sup>80</sup> Boyd, op. cit., p. 315.

An equally serious challenge to academic freedom arises from within the faculty in what John Stewart Mill called the "tyranny of the majority." A dissenting minority will be disenfranchised at the bargaining table. The principle of tenure was developed as the ultimate bulwark of academic freedom. If tenure comes to be treated as one of the "terms and conditions of employment," as is almost certain to happen in collective negotiations, tenure becomes bargainable and subject to being traded off for other short-term gains in the contract.<sup>81</sup> That is only one way in which academic freedom itself can become, as Boyd says, "a casualty of the bargaining table." Dressel characterizes the collective bargaining issue fundamentally as a struggle between the opposing values of freedom and equality.<sup>82</sup>

The implications of faculty collective bargaining for the autonomy of institutions are obvious. Negotiations and the ensuing processes of contract administration bring agents other than faculty, students, administrator and governing boards into the decision-making milieu. One of these external agents is the national bargaining association, unless the institution belongs to that minority which have independent bargaining units. In any event, state or national employment relations boards and the courts will make and

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<sup>81</sup>William W. Van Alstyne, "Tenure and Collective Bargaining," in C. Kerry Smith, ed., New Teaching, New Learning (San Francisco: Jossey-Bass, 1971), pp. 10-17.

<sup>82</sup>Dressel, Return to Responsibility, op. cit., p. 89.

enforce decisions which directly affect internal institutional decisions and decision-making processes. Furthermore, there will be pressure by bargaining units in public institutions to bargain directly with the ultimate fiscal authorities.<sup>83</sup> Dressel says,

Almost certainly, collective bargaining in higher education will move to state-wide or system-wide levels and in the process will destroy much of the autonomy of the separate campuses. Thus, collective bargaining in a state system of higher education will ultimately promote centralization of decision making. Collective bargaining will contravene the individual and departmental autonomy for which many faculty members have battled for so long.<sup>84</sup>

Perhaps the most substantive article on the effects of faculty collective bargaining to appear within the last year is the one by Charles Ping which treats the relationship between faculty unionism and institutional planning.<sup>85</sup> Ping describes a planning format which is both rational and realistic. An information base is constructed, including comprehensive cost analysis. Assumptions are made explicit. Institutional goals are specified in terms which permit subsequent evaluation. The planning decisions, including the setting of priorities, utilize the particular capabilities which belong to each segment of the academic community. Ping describes the distribution of the various roles in the planning system:

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<sup>83</sup>Ibid.

<sup>84</sup>Ibid., p. 89

<sup>85</sup>Ibid.



Faculty have primary responsibility for research, courses, majors, and other programs of instruction. The determination of institutional objectives and priorities provides a basis for decisions on the program objectives of particular units. While consultation with and critique by faculty are basic to informed decision making, and accountability to the community is essential to acceptance, decision making as a whole involves determination by administrators, governing boards, and, in public institutions, state agencies. Thus, although the division is not complete, planning activity is basically a responsibility of the faculty; review of planning is basically a responsibility of the administration.<sup>86</sup>

This analysis is important because it moves the discussion of shared authority out of the traditional setting and into the framework of a management system. While the planning system which Ping describes applies highly-quantified cost accounting procedures, it is fundamentally informed by the academic values and educational philosophies of the traditional academy.

In relating faculty unionism to the problem of deliberate and rational planning, Ping identifies a classical Hegelian correspondence of thesis and antithesis. The thesis is that unionization is a stimulus to planning and supports it in a number of ways. Planning and bargaining are both formal and systematic attempts to describe and influence future conditions. Both require the development of a highly detailed and accurate base of information, and both require the use of scrupulous cost accounting procedures. The conditions which establish the "thesis" are not speculative.

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<sup>86</sup>Ibid., p. 101.

They are observed and experienced products of faculty collective bargaining.

The "antithesis" remains in the realm of speculation. It is that "bargaining may be a deterrent to effective program-oriented planning." The reasons Ping adduces in support of the antithesis are similar to those brought forward by other writers. Ping sees those elements in the collective bargaining form, as it is presently understood, which cannot permanently exist with any governance or decision-making pattern which is based on faculty and administration shared authority. The "conflict of interest" assumption will drive faculty bargainers into a protective stance regarding salaries, job security and academic "due process." The result will likely be to "give form and expression to a sense of alienation from the institution and its primary role." "Protection is an understandable objective," says Ping, ". . .it may reflect special interests of the part with little regard for the whole so important in institutional planning."<sup>87</sup>

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<sup>87</sup>Ping, op. cit., p. 104.

### CHAPTER III

#### ALPHA AND BETA STATE COLLEGES

In all, five institutions of higher education were visited in the course of the dissertation research. All are members of the American Association of State Colleges and Universities. One of the five schools visited was subsequently excluded from the study since its working experience with faculty collective bargaining was found to be less than one year. The remaining four institutions are referred to by pseudonym as Alpha State College, Beta State College, Mentor University and Tutor University.

The four colleges and universities fall naturally into two pairs, although that was not intended when they were selected for study. The fact that one pair, in their actual identities, are state colleges and the other pair are universities is only a superficial discrimination. They are all of roughly similar size and internal administrative organization. The principal difference is that the two state colleges belong to multi-campus state systems of higher education, while the two universities are governed by individual governing boards. The differing forms of state control impose somewhat different leadership roles upon the central campus administration and result in significantly different problems in faculty collective bargaining.

The pairs of institutions are accordingly treated in succeeding chapters of the dissertation.

### Alpha State College

Alpha State College is one of a number of schools which comprise a state system of public higher education. Policies for the operation of the colleges and universities in the system are established by a state board of higher education and the office of the chancellor. Local control is vested in a board of trustees whose executive officer is the president of the college.

Alpha was originally a municipal normal school serving a medium-sized manufacturing city which in turn is part of a larger metropolitan complex. The school maintained its municipal connection for more than sixty years. In the 1920s it became a state teachers college, expanded its program to a full four years, and began offering the bachelor's degree. In the 1950s the college was relocated to a very attractive suburban campus, and administrative efforts were undertaken to--in the words of the college catalogue--"strengthen the liberal arts potential of the college." Two residence halls were constructed which presently accommodate less than ten percent of the more than seven thousand students enrolled. Two more residence halls will open in 1974 and will approximately double the number of resident students, but Alpha will obviously continue mainly as a commuter college. The institution now characterizes itself as a

coeducational, multi-purpose college offering graduate programs at the master's degree level and undergraduate curricula leading to the bachelor of arts or bachelor of science degree in the traditional disciplines of the liberal arts, in the fine and performing arts, in teacher education, nursing, and in business administration.

The student clientele is drawn largely from the suburban complex. Many students are the children of blue-collar families which have moved from the city into the suburbs within the last twenty years, and most are the first generation of their families to attend college. Efforts are being made to expand the enrollment of students from the core city and from racial minorities. Programs are offered in Black Studies and Urban Studies, and imaginative special components of the teacher education program are aimed at providing special preparation for work in the urban setting. Concern is expressed by the president and the chief academic officer for the development of programs designed to meet the special needs of the surrounding community and its students. The visitor also senses a desire to shape the institutional image on the model of the private university.

The internal governance system of the college includes an All-College Senate with representation from faculty, students and administration, and a Faculty Forum which represents the exclusive concerns of the faculty. Both bodies are advisory to the president and have no direct authority.

The faculties of all the state colleges and universities were organized in 1971 into a single collective bargaining unit. The unit is now affiliated with the American Federation of Teachers. Bargaining takes place at the system level. Campus presidents are consulted concerning the state's bargaining position, but actual negotiations are carried out by the state office of employee relations. On the union side, each campus local is represented in negotiations. The negotiated agreement provides for union-administration conferences at the campus level to resolve those issues which are purely local. Members of the bargaining unit are full-time teaching faculty, department chairpersons, non-managerial administrative staff, librarians, student personnel staff, demonstration teachers, and nonteaching professionals holding faculty rank.

#### The President

The President and the Vice President for Academic Affairs were both present at the interview. The Vice President was a recent appointment and had, in fact, been on the campus for slightly over a week. His experience was insufficient to respond independently to the questions. The President chose to respond to the topics by category, referring to particular items by way of example.

#### Course-Related

Little change has occurred in the patterns of presidential decision-making and leadership as they regard the

Table 1. Alpha State College Summary Table of Affected Items

Item	Respondent			
	Pres.	VPAA	Dean	Dean
<u>Course - Related</u>				
Admissions policies				
Curriculum and degrees				
Grading standards				
Academic calendar			X	
Change of program				X
Sponsored research				
Public service/Extension				
Class size	X		X	
<u>Facilities - Related</u>				
Schedules and space				
Office assignment				
Maintenance				
New facilities				
Parking				
<u>Finance - Related</u>				
Budget preparation	X			
State budget process				
Internal allocation				
Student fees				
Auxiliary service fees				
Management and planning				
Private funding				
Student financial aid				
<u>Staff - Related</u>				
Faculty appointment	X		X	X
Faculty retention	X		X	X
Faculty tenure	X		X	X
Retrenchment				
Faculty promotion	X		X	X
Evaluation of instruction			X	
Faculty work-load			X	X
Faculty compensation				
Grievance procedures	X		X	X
Admin. personnel policies				
Administrative appointment				
Affirmative action			X	
<u>Student - Related</u>				
Student development				
Counseling and health				
Residence hall programs				
Conduct and discipline				
Activities and organizations				
Participation in governance				

NOTE: In this and subsequent Summary Tables, an indication is made when the respondent has given specific indication of some effect of faculty collective bargaining on the listed decision-making item.

academic program. Academic program decisions are not subject to negotiation and, in any event, most academic policies are the product of decision which occur at the level of the chancellor's office and the state board.

#### Facilities-Related

Facilities planning and utilization are management rights under the negotiated contract. If there is a change in the handling of decisions regarding the schedule, use of planning of facilities, it is in the direction of greater administrative control.

#### Finance-Related

The process of budget preparation has been more affected by the requirements of the state chancellor's office than by faculty collective bargaining. Internal allocation is accomplished by "line item" appropriation, so the local campus administration has little control in any event. The largest item in the budget is compensation which is determined in collective bargaining at the state level and the outcome of negotiations is reflected in the line-item appropriations.

While the impact of negotiations on compensation items is direct and provision for negotiated increases is made in the appropriated budget, no similar provision is made for the hidden costs of the contract. There is no provision for additional administrative staff to handle the tasks associated with administration of the contract at the campus level.



Where a liberalized faculty leave of absence policy is negotiated, there is no provision for temporary faculty to cover the absence. The only avenue open is to spread the student load by increasing class size.

### Staff-Related

Collective bargaining has markedly increased the general atmosphere of contention between faculty and administration. There is little assumption of mutual trust. This is not to say that most of the faculty, or even a majority, are adversarial; but the climate is seriously affected by the abrasive minority which constitute the union leadership. That may be a purely temporary condition. The president has had to spend a great deal of time during the past academic year meeting with faculty in small groups to "mend the political fences" and attempt to increase the level of trust. The leading faculty issues have been compensation and job security, with academic policies receiving little attention.<sup>1</sup>

Grievance procedures have required a great deal of time in the office of the president and vice presidents. The negotiated procedures for the handling of faculty grievances require careful preparation and documentation. All but one of the grievances processed have concerned nonpromotion or nonreappointment. The final step in the grievance

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<sup>1</sup>At the time of the visit, final preparation were being made for the spring commencement exercises. A good deal of interest and speculation centered around a provision in the new union agreement which makes the wearing of academic garb optional where the faculty are required to attend ceremonial functions. Administrators were wondering how many faculty would exercise the option not to robe.

procedure occurs in the chancellor's office and certain types of grievance may be submitted to binding arbitration. Other grievances may be submitted to advisory arbitration. None of the grievance decisions originating on the Alpha campus have been reversed.

The most important secondary effects of the negotiated grievance procedure, in addition to the increase in the total number of grievances, are the effects of potential grievances on the processes of appointment, promotion, and the granting of tenure. Line administrators are required to give careful and detailed scrutiny to all personnel transactions which take place under their supervision. Procedures are explicit and require detailed compliance at the risk of creating a grievable error. New appointments are evaluated much more carefully in order to maximize the likelihood of subsequent favorable personnel decisions. As a consequence, the academic quality of faculty appointments will probably improve.

Where procedures require the decision of faculty committees, as in the case of reappointment or promotion, a problem has frequently occurred. Faculty committees have tended to give only positive recommendations, forcing the necessary and difficult negative decisions upon the president. During the last year, an interesting exchange took place between the president and the All-College Promotion Committee. The committee recommended candidates for promotion far in excess of the available openings at the higher ranks. The recommendations were rejected by the president

and, after, considerable dialogue with the committee, a procedure was agreed upon in which the committee categorized its recommendations as "highly recommended" and "recommended", thus accomplishing the necessary discrimination!

### Student-Related

Students have seats and votes in the All-College Senate, but there is little overall student interest or involvement in institutional politics. Since the students are mainly commuters, they attend classes and go home. There is no discernable effect of collective bargaining on the way in which the president deals with students and student-related decisions. A possible effect is that more presidential time is absorbed with faculty matters, so student concerns are left to the Dean of Student Affairs.

### Dean U.

Dean U. has been at Alpha State College for several years and during the academic year 1973-1974 served as Acting Vice President for Academic Affairs. Prior to the visit the dean had marked several items on the list of decision-making topics which he perceived as having been importantly affected by academic collective bargaining. In the course of the interview, it became apparent that still other topics were affected in a secondary manner.

### Course-Related

#### Curriculum Content and Degree Requirements

Subsequent to the introduction of faculty collective bargaining there has been less faculty interest in the academic program generally. The issues of compensation and job security tend to dominate faculty concerns. Dean U. identified several reasons which might account for the change in the faculty's interests. Since the focus of union activity lies in the areas of compensation and job security, these become the absorbing topics of conversation among faculty members. The faculty perceives a real power to affect, through negotiation, the conditions of their own employment, whereas their perceived ability to influence the academic program through two levels of bureaucracy is limited.

#### Academic Calendar

Before collective bargaining, there was an informal understanding the faculty would be present when classes were in session and for such time as might be required to plan for the next year, or to carry out committee responsibilities. The negotiated agreement now specifies thirty-two weeks of regular classes which are to take place between September 1 and June 30. Precise credit-hour loads are specified (although not class sizes or student credit-hours). Additional teaching assignments, such as summer session or overloads entail extra compensation. The effect is not that faculty remain on campus until June 30, but rather that they

leave as soon as their specified teaching duties have been completed, making it difficult to assemble faculty for planning and preparation. The "letter of the law" prevails.

#### Facilities-Related and Finance-Related

No important changes were noted which might be attributable to collective bargaining.

#### Staff-Related

##### Appointment of Faculty

Before the introduction of collective bargaining, appointments tended to be casual. Departments selected new faculty and the appointments were processed as a matter of routine. The president, the academic vice president, and the deans now insist on careful justification of new faculty appointments. Planning is done further in advance and selection processes are completed earlier. There is very little last-minute hiring. Departments may be forced to cancel classes or expand sections in preference to hasty appointments of new faculty. When questioned, the dean admitted that student programs could be disrupted.

##### Retention (or nonretention) of Faculty

Again, prior to the introduction of faculty collective bargaining, decisions on retention or nonretention were made informally. This is not to say that such decisions were ill-considered or capricious, but there were few formal

processes. No documentation was required in support of decisions to reappoint or not to reappoint.

While the negotiated agreement specifies only that appointment and reappointment of faculty members is by the college Board of Trustees upon recommendation by the president, the agreement contains the requirement that criteria and procedures for reappointment be explicit and be communicated in written form to all employees. Major changes in the procedures are negotiable at the local campus level. Each faculty member's personnel file is open to him or her, and all items which bear upon reappointment or promotion are to be transmitted to the faculty member with allowance of time for a reply.

As a consequence of these procedures and the opportunities their complexity affords for the occurrence of grievable error, much more of the dean's time is devoted to procedural reviews of personnel recommendations. The actual procedure at Alpha State College is for departmental faculty committees to make reappointment recommendations directly to the president who then transmits his own recommendations to the Board of Trustees. The dean is not included in the formal chain of transmission, but it remains his or her delegated responsibility to insure the procedural correctness of all actions and recommendations originating in the college of which he or she is the dean. Dean U. estimates that fifty percent of his working time is now spent on problems of reappointment and nonreappointment.

Dean U. observes that the issues of reappointment and nonreappointment are the greatest source of faculty discontent and that the issues provide a "union rallying-point." As a consequence of the union attitude, the adversarial mood is exacerbated, as well as the general level of discontent. A further procedural problem occurs because the procedural errors frequently result from improper actions of faculty committees. Hence, faculty members, either by design or inadvertance, can create the very errors which they will subsequently attack in grievance proceedings.

#### Awarding of Faculty Tenure

Before collective bargaining, tenure tended to be automatic with longevity. Under the contract, specific criteria are established, creating the expectation that tenure will be granted when the requirements are met. Again, the procedures for the granting of tenure are very formal and comprehensively documented. The general statements concerning the appointment and reappointment procedures apply.

#### Promotion of Faculty

Prior to the negotiation of a union agreement, the dean had a much greater advisory input into promotion decisions. Promotion procedures are not contractualized and provide for an All-College Promotions Committee which recommends directly to the president. The dean has input only when informally consulted by the president. The dean is deprived of some instruments for the development of his or

her college faculty. Promotion is difficult to effect in extraordinary circumstances, as in attempting to hold a very capable professor.

#### Evaluation of Teaching Effectiveness

As a consequence of the need to document personnel decisions, evaluation is more specific and contains more objectification and quantification. The connection between evaluation and personnel decision, however, interferes with the development of evaluations which have the improvement of instruction as their objective.

#### Establishment of Faculty Work-Load

Faculty assignments were negotiated informally with faculty before the advent of collective bargaining. Occasional overloads would be accepted with the informal understanding that the affected professor would be "taken care of" in a subsequent semester. Under the new dispensation, teaching assignments are directly linked with compensation and class loads are specifically limited. Dean U.'s statements were, "The faculty are picayune and careful in taking classes." "Nobody does anything for nothing." "We have to become accountants." Before the negotiation of course loads, faculty considered graduate courses to be a teaching "plum" and such courses were treated as a reward. Now they are carefully calculated within the permitted work load or they require overload compensation. The only aspect of work-load



which is not now affected is the size of individual classes, so the only way to increase faculty productivity is to increase class sizes. That may not survive another contract.

#### Faculty Compensation

This has disappeared from the dean's decision-making agenda. He has no power to influence.

#### Faculty Grievance Procedures

As in the interviews with the president and the vice president, the grievance procedure was a recurring theme in the visit with Dean U. Before the grievance procedures were negotiated, they consisted of informal, off-the-record conferences between the parties to the grievance with the dean usually assuming the role of mediator. The formal procedure which is a part of the union agreement now requires very specific actions according to a strict timetable. Evidence and disposition of cases became part of a cumulative record. There is an assumption that all cases will be carried to the highest level, which is arbitration under procedures of the state employment relations commission.

The direct effect of the grievance procedures is to increase the amount of the dean's time which is spent in their processing. The more important secondary effect is to increase the amount of time and attention which must be given to all personnel transactions. All such transactions--appointment, reappointment, nonreappointment,

promotion, tenure--must be supported by detailed evidence and careful records of procedure. Each transaction must be prepared for third-party scrutiny in anticipation of later grievance. Moreover, the "grievance mentality" of faculty introduces an adversarial quality into every encounter between the dean and members of the faculty whenever the encounter even remotely touches upon the "terms and conditions of employment."

The level of sensitivity which Dean U. displayed toward the matter of grievance might have been the product of his own fearfulness, except that his own matter was open, confident and easy. That manner lends credibility to his interpretation of the real and fundamental effect of the negotiated grievance procedures on his performance as a dean.

#### Student-Related

Dean U. identified no direct student-related effects of faculty collective bargaining. He mentioned, however, the possible impact on the quality of student academic advisement which occurs when faculty counseling and advisement is treated by faculty members strictly as an increment of work load. When that occurs, the concerns of the advisor could supercede the needs of the advisee.

#### Dean L.

Dean L. was the second of two deans to be interviewed. She is an "old timer" at Alpha State College, having come

up through faculty ranks. Her college includes the education departments. In the main, she reinforced the perceptions of Dean U. regarding the effects of proceduralization on all aspects of personnel management in the school. Accordingly, her perceptions are reported to the extent that they either contradict or significantly supplement those of Dean U.

### Course-Related

Since the curriculum in Dean L.'s college includes a variety of courses and programs of a nontraditional nature, making use of flexible time structures and various mixed-method and team-teaching components, she was particularly concerned with the effect of strict negotiated work-load calculations on her ability to staff nontraditional courses and to implement new ones.

### Introduction, Delection, or Change of Program

The general comment on Course-Related topics is particularly directed toward the matter of programmatic development. Dean L. indicated that she has not yet been compelled to change her method of working with faculty members to develop new and innovative courses of study. Her personal style has been to outline the general objectives of particular programs and to give wide individual "leeway" to faculty members in designing courses to meet the objectives. That is still the case, but a whole new

set of problems is introduced. These problems involve the complicated calculation of faculty work-loads to comply with the negotiated limits. The effect is to restrict new course development.

### Staff-Related

#### Retention, Reappointment, Nonreappointment of Faculty

Dean L. indicated that problems had occurred in her college as a result of nonreappointment decision, and that formal grievances had resulted. She expressed the observation, however, that the difficulties represented the "clean-up from a sloppier time." Before the advent of collective bargaining, appointment decisions were often haphazard. The negotiated procedures will probably result in better personnel decisions in the future. Ad hoc decisions will give way to more careful advance planning. As Dean L. says, "I have to keep pressing department chairpersons to do their work in advance. They are beginning to get the message."

### Beta State College

Beta State College is also part of a multi-campus state system of higher education. Policies for the governance and administration of the system are established by a state governing board whose chief executive officer is the Chancellor. A local lay council acts in an advisory capacity to the college president in matters of local concern.

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A faculty senate represents the combined faculties of the institutions within the system at the state level. An elected deliberative body called the Senate represents the local faculty, students, administrators and nonteaching professionals in making recommendations to the President, who is a member of the Senate, to other administrative officers and to other faculties and groups within the university system.

The college originated in the mid-nineteenth century as a church-related two-year institution. Toward the end of the century it became a nonsectarian county normal school. In the 1920s, the college became a state normal school offering a four-year degree program. The campus setting is bucolic, but within easy commuting distance from a major urban center. The original campus is a part of the present one. Between 1965 and the present, the college experienced dramatic growth in enrollment and physical plant. Enrollment in 1965 was about 2500 students and the present enrollment is approximately 10,000 students by head count. About 80 percent of the students live on the campus or in private housing in the adjacent village. The remaining 20 percent commute from the city. The student body come largely from lower-middle income families.

The academic program includes curricula in the arts and sciences and in education. Both bachelor's and master's degrees are offered. During the late 1960s, according to

the President, the college seemed almost certainly destined for full-fledged university status within the state system. That aspiration came to grief, temporarily at least, with the financial crisis of the 1970s. A number of very handsome modern buildings provides visible evidence of the college's growth and development, and--to an extent--its aspirations.

In 1970, the academic and professional employees of the state higher education system, excluding certain executive administrators, were organized for collective bargaining in a professional association affiliated with the National Education Association. The contract current at the time of the visit was completed in August of 1971. A new agreement was in the process of negotiation. Contracts have been limited to terms and conditions of employment. Procedural provisions of state board of trustees personnel policies are subject to grievance under the negotiated agreement. Where the procedures call for an exercise of judgment, however, the judgment is immune from grievance and from substitution with the judgment of an arbitrator. Negotiations take place at the state level between the bargaining agent and the state office of employee relations. That office is a part of the state executive and is not part of the state higher education system. The contract requires that periodic conferences be held on the local campus between the campus President

or his or her designee and representatives of the local chapter of the bargaining agent.

Assessment of the impact of faculty collective bargaining on the leadership roles of the principal campus administrators proved frustrating. The President gave the visit a high level of importance and provided extraordinary access to the college administration. The day of interviews began with a meeting of the full administrative council, augmented by the deans with whom individual interviews would later take place. The President indicated that the occasion afforded opportunity for the institution to "take stock" of the changes which might have occurred. In spite of the extended discussions, however, few if any objective changes were identified which could be unambiguously attributed to the existence of faculty negotiations. The most significant effect that could be noted was the level of concern about collective bargaining itself, quite apart from any observed or experienced effects.

Anticipating possible conclusions of the dissertation, one reason for the lack of perceived effects may stem from the high level of bureaucratization which appeared on the Beta State College campus and in the state system of higher education. If one hypothesis is that an effect of academic collective bargaining will be the increased formalization and specification of personnel procedures, along with a proliferation of bureaucratic controls, those effects will



not appear if the level of proceduralization is already high. That was the case at Beta State, as was noted in almost every individual interview.

Bureaucratization of a college or university is more than a formalization of procedures. It is a state of mind affecting in varying ways and to different degrees all of the participants in the academic process. At Beta, the central administrative officers appeared to view themselves as a highly sophisticated and competent management group, which every indication suggested that they are. It would be unfair to suggest that the administrative style appeared to be more corporate than academic, but the clear impression was that the academic leadership was interpreted largely in terms of management expertise. That style might also have been encouraged by the highly complex higher education system of which the college is a part.

#### The President

##### Course-Related

All items related to the academic program are reserved for decision within the governance system of the university and its component colleges or campuses. The system is described in university planning documents as "consultative governance." The stated policy of the board of trustees is to preserve the distinction between collective negotiation over salaries and conditions of employment and the

Table 2. Beta State College Summary Table of Affected Items

Item	Respondent			
	Pres.	VPAA	Dean	Dean
<u>Course-Related</u>				
Admissions policies		X		
Curriculum and degrees				
Grading standards		X		
Academic calendar				
Change of program		X	X	
Sponsored research				
Public service/Extension (Textbook selection)		X		
<u>Facilities-Related</u>				
Schedules and space				
Office assignment				
Maintenance				
New facilities				
Parking	X			
<u>Finance-Related</u>				
Budget preparation				
State budget process				
Internal allocation				
Student fees				
Auxiliary service fees				
Management and planning		X		
Private funding				
Student financial aid				
<u>Staff-Related</u>				
Faculty appointment				
Faculty retention				
Faculty tenure			X	
Retrenchment		X	X	
Faculty workload				
Faculty compensation				
Grievance procedures	X	X	X	
Admin. personnel policies				
Administrative appointment				
Affirmative Action		X		
(Faculty attendance)		X	X	
(Faculty development)		X		
<u>Student-Related</u>				
Student development				
Counseling and health				
Residence hall programs				
Conduct and discipline				
Activities and organizations				
Participation in governance	X			

operation of the governance system in all other matters. The President was very specific in stating that position and in asserting that the processes of decision-making as they relate to the academic program are unchanged. The specificity and emphasis with which the point was made suggests that a threat to the existing system of governance and management is perceived.

#### Facilities-Related

The management of existing facilities and the planning of new ones are a "management right." There has been no expressed faculty discontent over the allocation of space, although the union has requested representation on the campus parking committee.

#### Finance-Related

The budget preparation system is unchanged, except that the compensation item is determined in collective negotiations at the state level. The budget process is complex, involving detailed prebudgeting, line-item appropriation, and postauditing. No significant change appears in the finance-related decisions or decision-making processes as a result of faculty collective bargaining.

#### Staff-Related

Again, formal personnel procedures and policies and the presidential decisions relating to them are substantially unchanged. Faculty and nonteaching

professional appointment, promotion and tenure policies were revised just prior to the advent of collective bargaining and the revised procedures are recognized in the contract. Negotiated grievance procedures apply only to the procedural regularity of personnel decisions. Grievance reviews may terminate in arbitration, but only with respect to the procedural regularity of decisions. Where the personnel policies of the board of trustees call for an exercise of judgment, the judgment itself is not grievable. As a result, there are few grievances relating to nonpromotion or nonreappointment. Most of those that occur are likely to end as civil rights complaints before the state civil rights commission.

The President meets regularly with two faculty groups which are concerned, either specifically or generally, with the terms and conditions of faculty employment. One of these is the college senate committee on the "faculty environment." The committee is charged with recommending to the senate general policies on a list of items among which are remuneration, tenure, leaves of absence, loads and schedules, and group insurance. The committee is a useful instrument for the voicing of faculty concerns and for interpreting campus and university policies. Deftness is required of the President, however, to talk with this faculty group without commenting on the negotiation process in a manner which might constitute an unfair labor practice.

The other faculty body with which the President meets regularly and which has aspects of faculty employment as its main concern is a conference group representing the faculty bargaining agent. The meetings are required by the negotiated agreement and their purpose is "to discuss matters of mutual concern." Both the President and his principal aides who represent him from time to time indicate that the meetings are an occasion for the venting of discontent or for a general harassment of the administration, often over inconsequential issues.

While both of these sets of meetings may serve some purpose in the way of clearing the air and maintaining communicative contacts, there was no indication that they constitute effective avenues for the exercise of presidential leadership. There is simply no visible way in which the discussions can influence policy. That the sessions with the union representatives are characterized by petty contentiousness may simply be evidence of frustration of the campus faculty with an inability to affect the major decisions which occur away from the campus.

The most obvious change in the conditions bearing upon the President's exercise of leadership, as he perceives it, is the emotional climate of the campus. Union activists are a minority of the local faculty, but their behavior has contributed to a level of contentiousness which was not present before the emergence of collective

bargaining. Faculty dissidents have always been present, but union activity provides a focal point and constant source of encouragement for their dissidence.

The President feels that collective bargaining has had the effect of concentrating faculty concerns on the conditions of their own employment, crowding aside more professional interests in the development of their own institution. Whether or not his perception is accurate, the fact that the perception exists constitutes a change in the conditions affecting his choice of leadership techniques and tactics.

#### Student-Related

There appeared to be no change in the relationship between the President and the student body which might be connected with faculty negotiations; nor was there any indication that faculty-administration tensions, to the extent that they exist, affect either the relationship between professors and their students or between the administration and the student body. The note was made, however, that the faculty union is pressing for a reduction in the level of student participation in local campus governance.

#### The Academic Affairs Vice President

The Vice President responsible for matters related to the academic program largely reiterated the observations



of the President regarding the effects of academic negotiations, or the general absence of such effects, on college operations. He revealed, however, an uneasiness about possible future effects should the scope of negotiations expand.

#### Course-Related

In connection with a discussion of admissions policies and standards, the comment was made that the maintenance of enrollment is a common faculty concern at present, whether or not the faculty is unionized. Faculty in all institutions have become aware of the direct correspondence between student enrollment and the number of available faculty positions. The faculty union, with its high level of concern for employment security, is alert to any changes in admissions policy which might affect student enrollment. The same set of relationships might cause the union to take an interest in grading standards, to the extent that those standards affect the retention of students.

The union is correspondingly interested in the kinds of programmatic changes that have the effect of increasing enrollments in some departments and decreasing enrollments in others. Student enrollments are leveling off and at the same time students interests are changing. Programmatic response to changing student demands, as well as to public demands for increased "vocational" emphasis in the curriculum,



will have the effect of accelerating intra-institutional enrollment shifts. That is particularly threatening to departments in the liberal arts and sciences. Those are already the departments in which the union has its most vocal support, and changes in the academic program will encounter opposition from the faculty union.

In no case was there direct indication that decisions regarding the academic program have actually been influenced by academic collective bargaining, but the Vice President is conscious of the union as a watchful presence and will not be likely to propose changes without assessing the probable response of the union and the extent to which the union influence will affect the chances for the success of the contemplated proposals.

#### Finance-Related

Given the fact that virtually all finance-related decisions occur at the level of the Chancellor's office, and changes related to faculty bargaining are made at that level, there is very little effect upon the decision-making of the campus Vice President. One finance-related item did, however, attract comment. That was "Development of management information and planning systems." Whether or not the Vice President had in mind an actual system for management planning, the topic drew the observation that the faculty are worried about the use of data and the confidentiality of their own records. They resist

the systematized collection and use of information, reflecting a general lack of trust. The union capitalizes on the issue to solidify its faculty support.

#### Staff-Related

Two recent grievance matters were described and discussed which the Vice President feels are illustrative of the way in which the union presence is felt in his area of concern. The first was a grievance against procedures of the state university system in which he was only indirectly concerned. The state Auditor General's office issued a directive requiring nonteaching professionals to complete attendance forms which record their presence at, as well as their absence from, their work. Formerly only absences were reported. Several nonteaching professionals raised a formal grievance under the negotiated contract, claiming unilateral change in the terms and conditions of employment. The grievance did not prevail.

In this instance, the campus administrators were bystanders. The grievance was against a state policy over which they have no influence, but which they are committed to enforce. They have sympathies with the grievants, many of whom do not measure their working days by set hours and often exceed the stipulated minimum. The compensation for a willingness to work long hours when responsibility requires should reasonably be the professional privilege of regulating ones own time. The

state policy prevents that and encourages the "clock-punching" mentality. Union policy is sometimes complicit in that attitude, but in this case an employee prerogative was involved and the union raised the banner of professionalism.<sup>2</sup>

In the other case, the target of a faculty grievance was the Vice President himself. The affair became a cause celebre on the campus. The opening of a new bookstore in the town made it appear desirable to collect information on which to base estimates of textbook needs for the forthcoming semester. Accordingly, the Academic Office directed faculty members to report their textbook selections. The union took the lead in charging the administration with textbook censorship and raised the matter as an academic freedom issue! The Vice President was taken completely by surprise, since the information was being collected for purely logistical purposes. The interpretation placed on the event by the Vice President was that the union was groping for issues with which to embarrass the administration.

The major staff-related concern was in the area of faculty development, where the Vice President shared the widespread fear that academic collective bargaining would

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<sup>2</sup>In the new negotiated agreement, concluded after the visit, the union conceded the issue and the contract now requires regular reports on both attendance and absence by all bargaining unit members, both faculty and nonteaching professionals.

lead to the negotiation of policies which would reduce the ability to alter the faculty composition. In the event that retrenchment of faculty becomes necessary, negotiated retrenchment procedures specify termination in the inverse order of appointment. That would have the effect of cancelling out the improvement in faculty quality which has been accomplished with the most recent appointments. Also seriously affected would be the Affirmation Action effort of the college, since a higher proportion of women and minority persons are included among the more recent appointees.

Dean E.

As with the other officers, Dean E. maintained that the actual changes produced by academic collective bargaining on decision-making processes at the college are minimal except for maintaining a climate of general faculty irritability.

#### Course-Related

The Dean was particularly concerned about the possible effect of the negotiated retrenchment policies on the curriculum. The "last in, first out" requirement disregards the interests of the academic program. He offered the opinion that hard-won developmental changes in both the faculty and curriculum of his school could be reversed. Program quality would be similarly affected,

since retrenchment decisions would be based upon seniority in length of service rather than upon the competence of the faculty members or their importance to the academic program. Some agonizingly tough decisions would be taken away from the deans, but along with those decisions would go much of the ability to maintain program quality in the face of retrenchment.

#### Staff-Related

In addition to the comments on faculty development made in connection with the matter of curriculum development, Dean E. saw his function in relation to important personnel decisions as having been seriously affected by faculty collective bargaining. Prior to the advent of faculty negotiations, formal procedures for reappointment and tenure or "continuing appointment" provided for a chain of recommendations and reviews leading to the campus President, in the case of reappointment decisions, and to the Chancellor, in the case of decisions on continuing appointments. The procedures began with departmental peer review and recommendation with subsequent review by the deans, the Academic Vice President and the President. Attempt was made through consultation to achieve consensus among the recommending and reviewing parties.

The procedures themselves remain unchanged in their formal outline, but the existence of the contract grievance procedure shifts the emphasis in decision-making away from

the decisions themselves to the regularity of the procedures by which the decisions are arrived at. The Dean feels that the quality of the decisions may have deteriorated. Advance indications of the content of the contract in negotiation at the time of the interview--subsequently confirmed--were that the new contract would require certain reviews of both procedure and reasons for negative decisions on continuing appointment. Dean E. regards the development as a further erosion of his ability to develop faculty and curriculum.

## CHAPTER IV

### MENTOR AND TUTOR UNIVERSITIES

#### Mentor University

Mentor University has a particularly interesting history of faculty collective bargaining. Opened in the late 1950s as a public liberal arts college affiliated with a major state university, the institution achieved independent university status in 1970. The state constitution grants autonomy under the control of individual lay boards to the public baccalaureate institutions. Mentor University now has a student enrollment of slightly more than eight thousand and offers a wide range of programs at both the bachelor's and master's degree levels.

Mentor exhibits a pattern of institutional emergence which is distinctively different from that of the former teachers' colleges. The educational philosophy which shaped the original Mentor College was unapologetically elitist, emphasizing the liberal arts. Admission was selective. A faculty was recruited de novo which reflected that quality and character. Most of the original faculty had Ph.D. degrees, many of them from academically prestigious universities. Over eighty percent of the present 380-member faculty hold the doctorate.

Given its professional self-image, the Mentor faculty would have appeared to offer an inhospitable environment for unionism. Actually, however, the reverse proved to be the case. The school became one of the earliest four-year institutions to be organized for faculty collective bargaining. Furthermore, the initial experiences with bargaining were stormy ones. The reasons for unionization were complex. They were also related, paradoxically, to the academic professionalism which in ordinary circumstances would be expected to discourage union organization.

For one thing, Mentor was caught in one of the educational dilemmas of the late 1960s; the tension between equality and excellence. As public policy increasingly favored equality of access to higher education, the elitism and selectivity of Mentor became correspondingly difficult to justify, either politically or philosophically. The expanding enrollment of the institution began to reflect a cross-section of the state population, and of the neighboring urban population. The faculty, particularly those who had been attracted to the school by the excitement of building a prestige academic program, were disturbed and some felt betrayed.

Furthermore, academic unionism was looming in the land. Other institutions in the state were organizing. The former teachers' colleges were inclined toward the NEA



affiliates as bargaining agents. The adjacent urban and industrial areas harbored the active presence of industrial unionism and the AFT. Both of those alternatives were unacceptable to the leaders of the Mentor faculty. Concluding that unionization was inevitable in any event, the faculty leadership launched a successful campaign for the AAUP as faculty bargaining agent. Unionization offered a new basis of faculty power and the AAUP carried the professional image that reflected the self-image of the faculty.

The general discussions which occurred with the various officers of the administration concerning collective bargaining and the "Mentor Experience" conveyed the impression that the faculty had, at the outset, expected more than the negotiations process was able to deliver. The motives behind the organization were, to a greater extent than elsewhere, connected with enlargement of the base of faculty power in institutional policy-making. There appeared to be the naive expectation that the same issues could be dealt with both at the bargaining table and in the established system of academic governance. What emerged seems to have been a kind of academic caricature of industrial negotiations and the product was a high level of frustration. These general impressions were made explicit by one officer.

Table 3. Mentor University Summary Table of Affected Items

Item	Respondent			
	Pres.	VPAA	Dean	Dean
<u>Course-Related</u>				
Admissions policies	X	X		
Curriculum and degrees		X	X	X
Grading standards		X		
Academic calendar				
Change of program		X	X	X
Sponsored research		X		X
Public service/Extension				
<u>Facilities-Related</u>				
Schedules and space				
Office assignment				
Maintenance				
New facilities		X		
Parking				
<u>Finance-Related</u>				
Budget preparation				
State budget process				
Internal allocation				
Student fees	X	X		
Auxiliary service fees				
Management and planning	X			
Private funding	X			
Student financial aid				
<u>Staff-Related</u>				
Faculty appointment			X	
Faculty retention		X		
Faculty tenure		X	X	
Retrenchment				
Faculty promotion		X	X	
Evaluation of instruction				
Faculty work-load		X	X	X
Faculty compensation		X	X	X
Grievance procedures		X	X	X
Administrative pers. pol.				
Administrative appointment		X		
Affirmative Action				
(Atmosphere of collegiality)	X	X	X	X
<u>Student-Related</u>				
Student development	X	X		
Counseling and health				
Residence hall programs				
Conduct and discipline				
Activities and organizations				
Participation in governance				
<u>(General)</u>				
(Governing Board relations)	X			

### The President

The President was selected from the faculty and had been one of the original Mentor College cadre. He holds a doctorate in one of the "hard" academic disciplines from a prestige university. At the time of the interview, he had been in his position for approximately five years.

A recurrent theme in the President's comment was the separation of functions which occurs, in his perception, as a consequence of the bargaining relationship. Prior to unionization, virtually all decision involved some form of consultation with the faculty. The relegation of some items to the bargaining table reserves the remainder to the category of "management perogatives." The only exceptions are those clearly academic matters which remain in the traditional department and senate governance system. The manner in which this was voiced suggested the underlying attitude that, "If that's the way they want it, that's the way it will be. They bargain--we manage."

### Course-Related

Admissions policies and standards have been a particularly sensitive issue, given their important relationship to the institutional self-image. Before the advent of collective bargaining, admissions policies were the subject of faculty committee and senate action. Admissions policies are now decided administratively, based on an interpretation of public policy in higher education and

upon the student enrollment requirements for funding purposes. Admissions standards are announced by the Director of Admissions. The President views this change as a product of a clear separation of functions which occurs as a result of collective bargaining.

Curriculum content and degree requirements, grading standards and policies, and changes in the academic program remain the subjects traditional academic legislation. The President's comment was that these are about the only items that remain within the traditional academic decision-making system.

#### Facilities-Related

These were identified as a "management function" as they have always been. On new construction, faculty members are consulted in an expert advisory capacity when the President feels that the plan will be improved by such consultation. He feels no compulsion to consult for any political reason. "Adequate office space" is a requirement of the contract, but no specific guidelines are set forth. Parking space "at reasonable rates of charge" is also a contract requirement, but no actual decisions have been materially influenced by either of these contractual items.

#### Finance-Related

There is little perceived impact of negotiations on the state legislative budget process. The President

mentioned the effect which bargained compensation increases have on student fees. Since the legislative appropriation is based on a set percentage rate of compensation increase, additional increases which may be negotiated can be met only by transfer of funds from program support and by increases in tuition.

Contract administration is a significant cost item in the institutional budget, but the President feels that these costs are at least partially recouped by a saving of faculty and administrative time in committee work. That observation is significant because it suggests that an effect of collective bargaining is the removal of a wide range of decision-making items from committee consultation to a more efficient administrative management system. This is a further indication of what the President sees as the "separation of functions."

The President feels that he has been successful in raising private funding for special projects or equipment. Before unionization, he felt it his obligation to seek such funding when he received a faculty mandate to do so. He now sets his own priorities in the solicitation of private gifts. His comment was, "I solicit money for the things which I personally support."

#### Staff-Related

Surprisingly, the President had little comment on the impact of collective bargaining on staff-related items.

Whether the comment fits in this category or not, he did mention as an important effect of collective bargaining on his own decision-making role a change in his relationship with his governing board. The need to consult with the board on matters related to negotiations involves the board in details of institutional administration. Once involved, the board carries its interest over into the day-to-day operations of the campus. A widely-held administrative opinion is that for the principal policy-making body to become thus involved in the details of policy administration is unhealthy. The President clearly shares that view and he is particularly conscious of his own problem in this regard.

#### Student-Related

Discussion of Student development and academic support brought forth additional comment on the matter of the changing nature of the Mentor student body. That change was a leading faculty concern at the time of unionization, as has already been noted. The identification of a desirable "mix" of students was, prior to unionization, the subject of consultation with the faculty. The President now feels free to design the characteristics of the student body and to establish admissions policies and academic support programs necessary to achieve those characteristics.

### The Provost

The interview with the Mentor provost was one of the most open and illuminating of the entire series. He appeared to have grappled with the fundamental implications of academic collective bargaining and was particularly thoughtful in his responses. Like the President, he was an original member of the faculty and came to his administrative position out of the faculty ranks. He provided much of the narrative history, from the administrative viewpoint, of faculty collective bargaining in the institution.

### Course-Related

Agreeing with the President that admissions policies, standards and strategies had become matters for administrative decision, and that most other matters directly related to the academic program remain matters for decision within the traditional academic decision-making system, the Provost singled out the Change of Program and Sponsored Research items for special comment.

### Change of Program

Faculty, in their economic role, see their personal interests in compensation and job security as being related to the ability of the institution to generate revenue. Faculty are thus supportive of curricular efforts which make the institution attractive to larger numbers of students. This involves the faculty in a conflict of values,

given the original commitment to selectivity. A further element of intra-faculty conflict of interest is introduced as different units compete with each other for student enrollment. In some ways that circumstance is beneficial to students, but a "commercial mentality" is evident which could sacrifice fundamental academic quality to the competition for student popularity. Program changes are also opposed which might have the effect of shifting student enrollment across departmental lines.

Those behaviors are accounted for in part by the general conditions prevailing in most institutions of higher education--leveling or falling enrollments and reductions in the level of public funding. The faculty union is complicit in the process, however, since the ability of the union to achieve bargaining demand is clearly dependent upon the institution's ability to attract students. The student-faculty ratio, as an index of faculty work-load is also an obvious union concern. The maximum ratio of students to faculty is negotiated. The negotiated ratio applies, however, to the institution as a whole, preserving a degree of flexibility for differences between academic units.

Once again, the union could find itself on both sides of the same issue. An increase in the student-faculty ratio would constitute an increase in faculty work-load, which the union would wish to oppose. On the other hand,



such an increase might be necessary to provide resources to underwrite other union demands in the area of compensation.

The presence of a faculty bargaining agent thus injects a new set of considerations into the Provost's leadership decisions in matters of curriculum. Where formerly the only questions were the educational desirability and practical feasibility of an action, issues of student enrollment now occur as related to faculty compensation and job security. Since student enrollment is related to course and curricular offerings, the syllogistic logic makes the bargaining interest a major concern in course-related decisions. Education and the student interest compete for priority with bargaining strategy.

#### Sponsored Research

"Sponsored research" is generally understood to mean research which is funded by grants from agencies outside the university. In this case, however, the Provost was concerned about the effect of the negotiated contract on the allocation of research funds provided from institutional sources.

A sum of money from the university General Fund is established in the negotiated faculty agreement for the support of faculty research projects. A short time prior to the interview, the faculty senate passed a resolution establishing a program for the improvement of instruction and requested university funding for research in connection

with that program. The Provost was thus faced with a dilemma. Prior to the advent of collective bargaining, he could have come to a decision based purely on the merits of the proposal as related to the whole range of institutional priorities. Even though he supports the proposal which has emerged, he must now be very circumspect in his response. Since funds for faculty research are a negotiated item, would he be violating the contract by approving an allocation which was not negotiated? In terms of administrative bargaining strategy, would he be giving something away gratis which might otherwise be used as "trading capital" at the bargaining table? Even more fundamentally, would the consequence of granting the request be to establish a pattern by which the faculty gets a double chance to achieve its demands, once by legislation and if unsuccessful there, by negotiation?

#### Facilities-Related

Maintenance of facilities has always been an administrative responsibility. New facilities planning involved consultation with faculty as a matter of necessity. In the devision of responsibilities and prerogatives that has occurred since the advent of faculty collective bargaining, facilities planning is both an administrative responsibility and a management right. When faculty are consulted in decisions related to facilities, the consultation occurs as a functional aid to administrative decision

rather than out of any assumption that faculty have a "right" to be consulted.

Both parking space and faculty office space are mentioned in the negotiated agreement, although they have not yet become matters of controversy or serious negotiation.

### Finance-Related

The Provost reflected at some length on what amounts to the fundamental equation in the finance of educational institutions. The factors in that equation are the dollar resource inputs and the output of instructional activity, generally measured in terms of student credit-hour production. As a negotiator for the university confronted with bargaining demands for increased compensation, the classic "trade-off" which prevails in industrial bargaining is the most obvious option for the academic bargainer--increased compensation can be granted in return for increased faculty productivity. At that point, however, the Provost is required to shift roles from management negotiator to academic leader. In that latter role a different set of considerations is brought to bear. As chief academic officer, his judgment is that the faculty is already too "productive." Increased productivity, measured in that student credit-hour currency, can be achieved only by deteriorating the student-faculty ratio. In short, the practical considerations of bargaining tactics come, at some point, into conflict with convictions

which the Provost of Mentor University espouses as an educator.

The compensation-productivity equation contains another variable. If a "productivity increase" is unacceptable on either side of the table, the remaining alternative is to identify additional financial resources. Once all of the possible institutional economies have been achieved, the remaining options are to divert funds from instructional support or to increase student fees. The diversion of support funds has an obvious adverse effect upon the quality of instruction, while an increase in the cost to students deprives some students of their access to education in that institution. Ultimately, the industrial sequence is played out--the product is priced out of the market.

#### Staff-Related

While the Provost acknowledged that faculty collective bargaining had produced some effects on personnel practices of the university in terms of increased formalization of procedures, he felt that much of that trend has been produced by forces other than the union. Little negative effect was apparent on the ability of the institution to attract and retain capable faculty members, although some senior professors have resigned, citing the union as the cause.

The chief staff-related effect clearly attributable

to collective bargaining occurred in the working relationships between administration and faculty. Prior to the advent of unionization, the institution had enjoyed an unusually collegial atmosphere. The faculty senate was powerful, good-spirited, and judicious in its deliberations, and senate recommendations had never been overturned by the administration. Collective bargaining at Mentor was not a reaction to weak faculty governance, although the senate may have been perceived as too cautious and slow-moving--in the manner of faculty senates. Furthermore faculty and administrators frequently exchanged roles, moving freely back and forth from one constituency to the other. As has already been noted, both the President and the Provost came from the faculty as a part of that movement.

Collective bargaining has changed that, probably forever. It would be difficult, if not impossible, to recruit a dean or assistant dean from the faculty. The adversarial relationship between faculty and administration is now a recognized fact, expressing itself as a kind of constant tension.

Realization of the full effect of the changed relationships has come slowly to some faculty members. The Provost cited the repeated instance of faculty members who, in the time-honored manner of professors, seek to negotiate independently with the office of the dean or provost over various terms and conditions of their appointments. They

are puzzled and offended when they are informed that the issues they wish to raise are matters for collective negotiation and regulated by the contract.

The negotiated agreement contains a procedure for the resolution of grievances related to faculty employment or arising from applications or interpretations of the agreement. The procedure terminates in binding arbitration. The arbitrator may not, however, substitute his or her judgment for an academic judgment in the matter of establishing or changing the classification of academic employees. One case had proceeded to arbitration in four years. The existence of the procedure tends, in the view of the Provost, to invite grievance and is certainly a contributing cause to the specification and formalization of all personnel policies and procedures. That bureaucratic growth has made necessary the establishment of an office and staff to deal with personnel management, representing an additional diversion of resources from the academic program. The Provost was careful to say that the growth of the personnel bureaucracy "came with" collective bargaining, but is not entirely attributable to bargaining. He is also of the opinion that increased formality in procedures and the addition to the staff of persons with personnel management expertise has had healthy effects. What is changed is the flexibility to deal with faculty individuals as individuals. Unique circumstances of financial need or time allocation

cannot be worked out in consultation where the contract lays down conditions equally applicable to all.

### Student-Related

Once again the relationship between the bargaining of faculty compensation and the student-faculty ratio was mentioned, as well as the impact of negotiated compensation on student fees.

Dean E.

Dean E. is an energetic and articulate person who had obviously given a good bit of thought to the general theme of the interview. He limited his responses to a few items in the list of decision-making topics, but his answers were sharp and to the point.

### Course-Related

Flexibility in the planning of the academic program in the school is curtailed. Curriculum is tied to money and money is limited by the compensation settlement. The implication here was that certain aspects of program quality are being bargained away. Dean E. also clearly interpreted his own role as dean to be that of a leader in curriculum development and he expressed resentment at encroachments on his time that grow out of the process of collective bargaining and the demands of administration under the terms of the negotiated contract. His statement was, "I have less time and energy to think about curriculum." Much time

is spent in meetings to develop back-up information and strategy for bargaining. The management of formal personnel procedures becomes increasingly time-consuming.

Prior to the emergence of the union, faculty were involved in their instructional programs and were inclined to curricular experimentation. They are now hesitant to experiment, since an experimental or "pilot" program generally requires a voluntary overload. Faculty hesitance to accept that kind of additional work has, basically, three sources related to collective bargaining. One of these is acceptance of the premise that work-loads and compensation are fixed and "no one works for nothing." Some refuse to spend extra time, even though their own professional inclination is to do so, because they feel union pressure. Evidently, both sides in the bargaining relationship are sensitive to the danger of giving away what might be used as bargaining capital at the table. Even where a faculty member and the dean are agreed upon some new and exciting project which should be undertaken, they may still be unable to implement the project because of a mutual fear of committing a breach of the negotiated agreement which might give rise to a grievance by an uninvolved third party acting on behalf of the union. The summation of this discussion was that the negotiated contract makes the creative relationships between the dean and his school faculty extremely sensitive, even where mutual good will exists.



Facilities-Related

No effects are apparent.

Finance-Related

As a general response to the category of finance-related decision items, Dean E. reiterated the relationship between negotiated compensation, curriculum, and finance which he had discussed in detail earlier in connection with course-related items. So pivotal is the matter of resource allocation that finance-related effects appear most significantly in the two areas of decision-making which concern Dean E. most directly--academic curriculum and staff.

Staff-Related

The almost universally noted effects of procedure formalization, together with their encroachments upon the time and energy of the dean were again noted. These items were mentioned, however, in a manner which, while not conveying the feeling that they are unimportant, suggested that they are simply taken for granted.

Principally, faculty collective bargaining has had the effect of reducing flexibility in the ways by which the dean and his faculty can cooperate to solve problems. An example which Dean E. gave was the limitation on his ability to assist faculty in their professional development, to find ways of shifting work load to provide time for

special studies or projects, or to make available opportunities for professional travel. Before the adoption of faculty negotiations the dean exercised judgment. Conferences would take place with the concerned faculty member or members and department chairpersons to discuss problems or proposals and to identify courses of action which were reasonable, possible, and in the best interest of the school. Faculty travel funds are now negotiated and contractualized and it is extremely difficult to work out ways for getting extra travel funds when the contract amount is insufficient. Travel funds are too often viewed as a compensation item, overlooking the fact that sometimes faculty travel is important to the work of the school. The same kind of problem occurs whenever it appears desirable to make adjustments in work load.

Dean E. shared an interesting and still-unresolved problem which provided further illustration of restricted flexibility in decision-making. A group of faculty had requested that instead of adding a number of authorized faculty positions, their department be given the equivalent amount of support funds. Before the advent of collective bargaining, the matter could have been decided on its merits. Now, the issue must be carefully examined in terms of the ways in which such a shift might be affected by the contract and what the implications might be for future negotiations. The matter is one which could very

easily find its way to the bargaining table and an additional dimension of sensitivity occurs accordingly.

The appointment of new faculty provided another example of the way in which collective bargaining reduces the operating flexibility of the dean. Dean E. gave the example of the appointment in June of a new instructor who expects to receive the Ph.D. in November. Formerly, the dean would have offered the appointment at the Instructor level, but would have established the salary offer at the level of Assistant Professor. Now, both rank and pay must wait for actual receipt of the degree. The dean has thus lost an important hiring inducement. Under the contract the hiring salary establishes the salary base line and increases are automatic from that point. The only way in which the dean can exert influence over salary is by fixing the entry point, and in the case cited, even that influence is severely limited. The prospective faculty member would be penalized in the matter of compensation for the duration of his or her career at Mentor University. That is of less concern in times when a surplus of qualified faculty exists, but there are still academic areas in which schools must compete for the best new faculty members and the dean suffers from a limited ability to offer inducements.

#### Student-Related

No direct student-related effects were noted.

General Comment

Dean E. ended the interview with a brief summary statement of his own philosophy relative to collective bargaining in the university setting. He noted that collective bargaining is an adversary proceeding, but he emphasized that the adversary relationship need not be a hostile one. It is a special pleading for one's own cause, as in a court of law. Even a civil adversary relationship is difficult to mix with traditional academic collegiality, however. The whole structure and ethos of the university is against it. Having said that, Dean E. remarked that the university culture will be able to make the adjustment.

There are obvious conflicts in that statement, and it was difficult to judge where the real sentiments of the speaker lay. Clearly an academic traditionalist, he seemed determined to make the best of the new order and turn it to advantage wherever possible.

Dean O.

Dean O. was more philosophical in his response and commented generally on three categories of decision-making.

Course-Related

Changes in the development of courses and curricula which are the consequence of academic collective bargaining may exist more in perception than in reality. There is, however, the impression of impediment to the development of new programs, particularly at the graduate level. The

impediment comes in three principal forms which are incongruent with academic professionalism. That professionalism represents more than a congenial and comfortable style of life. It is the set of disciplines, behaviors, and relationships which are necessary to the performance of cooperative intellectual tasks.

Dean O. feels, in the first place, that collective bargaining introduces a counterproductive divisive element into relationships in the academic setting, diverting concern and effort away from the tasks of improving educational performance and establishing a vital intellectual climate on the campus.

Corollary to that initial perception is the observation that effort of faculty participants over and above certain stipulated assignments cannot be taken for granted; and yet such committed effort is essential if the institution is to meet the demands for new educational programs responding to changed societal needs. What is mourned is the passage of the committed community of scholars.

Thirdly, Dean O. feels that unionization places a priority on political democracy at the expense of the reasoned deliberation which is essential to the tasks of scholarship and educational planning.

### Finance-Related

After reciting the chain of effects which relate collective bargaining to compensation to instructional

resource availability, Dean O. singled out the matter of funds for research as being worthy of special comment. The Mentor faculty as a whole regards faculty research as highly important and has negotiated university support of faculty research into the bargained contract. Research thus receives an important incentive, but administrative influence over the use of research funds is restricted. Allocation of funds to research projects in accordance with the significance or institutional usefulness of the research is difficult.

#### Staff-Related

Increase in the formalization and specification of all personnel procedures is an obvious concomitant of collective bargaining. The presence of the union as an espouser of faculty grievance contributes to the high level of concern for procedural correctness. Procedural formality itself, however, reflects a general societal obsession with contracts and contractual protections. Collective bargaining raises the visibility-level of procedures, but could be less a cause than a symptom of the general absence of trust in the society.

#### Tutor University

Tutor University shares the common heritage of former teachers' colleges which have become, or are in the process of becoming, multi-purpose public universities. Founded

as a normal school and business institute, the school has passed through successive stages of state normal school, state teachers' college, and state college. Tutor was accorded university status in the early 1960s under the same provisions of state law which apply to Mentor University. The institution presently enrolls more than fourteen thousand students and offers a variety of degrees at the Baccalaureate and Master's level. Educational Specialist degrees are offered in three areas and one doctoral program is in the final stages of approval.

Tutor was one of the earliest four-year institutions to organize for faculty collective bargaining and it provides an almost classic case-study of the unionization of a faculty. Nearly all of the elements were present which have been identified as contributing to faculty adoption of collective bargaining. The growth years of the 1960s brought a variety of changes to the campus which were disturbing to the older teachers' college faculty. New young professors joined the faculty, bringing with them a broader professional outlook. The student body became more representative of the entire state population, rather than of the predominantly rural university locale.

At the time of faculty unionization, a new president had been in office for one year. He was viewed as liberal and democratic, but his predecessor had been regarded as an autocrat. Some interpreters of the event are of the

opinion that the union was a weapon forged for use against that earlier administration. Some of the faculty had reason, however, to mistrust the new administration. Student protest was occurring across the nation and on the Tutor campus, and students were seen as having more ready access to the President and a higher place on his agenda of priorities than had the faculty. Growing student power was threatening a hegemony of older faculty. The younger faculty had their own causes to press: advancement in rank and access to economic benefits at a more rapid rate than would be permitted by the actuarial rates of their faculty seniors. "Old Guard" and "Young Turks" had different aims, but common cause.

The President adopted a cooperative attitude toward the union, determined to prevent collective bargaining from disturbing collegial relationships any more than necessary. By and large, union-administration relationships have remained civil. From the beginning, both the union and the administration have attempted to separate academic issues from "terms and conditions of employment," referring the latter to collective negotiation and the former to faculty senate processes. The senate is viewed by the faculty as possessing considerable power, but cumbersome in its operations. Recent union negotiating demands have begun to encroach upon senate decisions.

The bargaining agent for the Tutor faculty is a local affiliate of the National Education Association.



Table 4. Tutor University Summary Table of Affected Items

Item	Respondent			
	Pres.	VPAA	Dean	Dean
<u>Course-Related</u>				
Admissions policies				
Curriculum and degrees	X	X	X	X
Grading standards				
Academic calendar				
Change of program	X	X	X	X
Sponsored research			X	X
Public service/Extension		X		
<u>Facilities-Related</u>				
Schedules and space				
Office assignment				
Maintenance				
New facilities				
Parking				
<u>Finance-Related</u>				
Budget preparation	X	X		
State budget process	X			
Internal allocation				
Student fees				
Auxiliary service fees				
Management and planning	X	X		
Private funding				
Student financial aid				
<u>Staff-Related</u>				
Faculty appointment	X	X	X	X
Faculty retention				
Faculty tenure	X	X		
Retrenchment	X	X		
Faculty promotion				
Evaluation of instruction	X	X	X	
Faculty work-load		X	X	X
Faculty compensation	X	X	X	X
Grievance procedures		X	X	X
Admin. personnel policies		X		
Administrative appointment	X			
Affirmative Action				
<u>Student-Related</u>				
Student development		X		
Counseling and health				
Residence hall programs				
Conduct and discipline				
Activities and organizations				
Participation in governance	X			
<u>(General)</u>				
(Governing board relations)	X			

### The President

Historians of the emerging institution of higher education have commented that a turning-point in the evolution from teachers' college to multi-purpose university occurs when an institution appoints its first president whose academic antecedents are not in some field connected with teacher preparation. The President of Tutor University occupies that position in his own school's history. His Ph.D. is in one of the basic disciplines of the liberal arts and was earned at a "prestige" university. He has been a faculty-member and dean and he clearly feels that he possesses the academic instincts of a professor. Before becoming president at Tutor, he served as a vice-president in a large complex university.

### Course-Related

The President is deeply concerned about the need for curricular change at Tutor University and is frustrated that what he views as necessary changes have not occurred more rapidly. He is not conscious of any overt, direct effect of faculty collective bargaining on the strategies for curriculum development which have been employed by the administration under his leadership. There are, however, some fundamental indirect effects. Collective bargaining traditionally addresses the issue of job security. In a period of change in the patterns of student enrollment, with the implications of enrollment for faculty positions,

the problem of job security for the faculty has impinged upon the process of curriculum development. Faculty members have little faith in the ability of the institution or its administration to predict the direction that enrollment patterns are likely to take. Any curricular change is mistrusted because of the uncertain consequences in terms of faculty jobs. The job security goals of the faculty union bring union influence to bear in opposition to new curricular structures.

As an example, the President cited the failure in two successive years of attempts to reform the undergraduate program of general education. The faculty Senate made extensive studies and committees put in long hours of work, but no scheme emerged which the Senate regarded as acceptable. The "hidden agenda" played upon by the union was the job security of the faculty, particularly in the school of Arts and Sciences from which the faculty union draws its greatest support.

Privately, the President feels that the matter of job security could be dealt with openly in collective negotiation with the union. That obstacle removed, the educational issues could be dealt with on their own merits. He is unable, however, to secure agreement on that point among the other members of his central administration. Therefore, the official position of the administration is that clear separation must be maintained between

"academic issues" and "terms and conditions of employment." The latter are matters for collective negotiation, while the former are deliberated in the departments, schools and Academic Senate.

The President pointed to what he characterized as a paradox--that administrative attitudes toward collective bargaining with the faculty, rather than the collective negotiation format itself, hinders the ability to deal with the human implications of curricular change. He views collective bargaining as an instrument for the achievement of academic goals and is hopeful, although not optimistically so, that a new model of collective bargaining will evolve which is unique to the academic community. Administrative opposition to faculty negotiations per se exacerbates adversarial behavior on the part of the faculty union and interferes with the development of a collective bargaining model appropriate to the university. With faculty and administration thus at logger-heads, adversarial "trade union" attitudes dominate the faculty position and ultimately the model is determined by the labor arbitrator along industrial lines.

The Tutor experience supports the President in his view. Relationships between the administration and the union have remained civil, but a succession of issues which lie on the blurred borderline between "academic concerns" and "terms and conditions of employment" have been raised

by the union as "unfair labor practices." The principal example is a "teaching effectiveness program" passed by the Senate and adopted by the Board of Trustees. A program for the improvement of instruction seems clearly to lie within the province of the academic decision-making system, but the faculty union claims that the matter should have been negotiated at the bargaining table and the claim is supported by the state's employment relations commission. The matter is in the courts. What the particular issue illustrates is that collective bargaining, by linking employment concerns to academic ones, is almost certain to encroach more and more upon academic decision-making. The administration is engaged in a losing defensive struggle, and what is given up in the process is the ability to mold the character of the bargaining form that ultimately emerges. In the end, academic issues will be negotiated in trade-union terms.

The President returned to his argument for an academic model of collective negotiation. He pointed out that, with a few exceptions, the faculty union leadership has represented the best leadership of the faculty as a whole. The same faculty leaders are present both in the Academic Senate and the union. He recalled the plaintive question of one member of a faculty negotiating team: "Hey, we are the same people. Why do you trust us in one setting and not in the other?" Given a mutual willingness to make the

system work, the President feels that collective bargaining could develop into a new kind of collegiality. Again, he remarked that what stands in the way is an administrative mind-set, and that for him publicly to break ranks with that position would be regarded by his administrative colleagues as a betrayal of high principle.

Perhaps the most important consequences for the President and for his style of administrative leadership are seen as the unresolved differences which consume human resources and divert energies from essential academic tasks. Those differences occur within the administration, between administration and faculty and between faculty members. He adds to that list the unresolved ambivalences in his own mind which take their toll of his own energies.

#### Facilities-Related

The negotiated agreements at Tutor University have not contained references to facilities in the manner of some K-12 and community college contracts. The item, however, elicited a contingent observation from the President. The observation was that collective bargaining is not, in itself, new to the campus. The university has been negotiating with maintenance, food service, clerical, and security employees for years, frequently over matters involving facilities. He cited the case of a colleague-president whose institution was in regular negotiation with over fifteen employee unions, not counting the faculty.

Experience with collective bargaining is a valuable aid to dealing with the faculty in negotiations. The system is a highly-evolved form of problem-solving in industrial society. It is a means for resolving the power-balance, on the order of the forms of international diplomacy which were developed in the Nineteenth Century. Some people have learned to deal with the system and they have learned what issues can be settled at the bargaining-table and how the various problems should be approached in negotiation. The worst consequences of collective bargaining occur when the participants are naive or inexperienced. The President cited as evidence occasions where parties at impasse have called in expert bargainers and the impasse has been rapidly broken.

#### Finance-Related

The first observation addressed by the President to this category of decision-making items was that university finance has been scandalous without unions! Secretiveness has developed and faculty unions are not alone in being misled about the state of the university budgets--presidents are frequently fooled by the technocrats who control the flow of information. The result of that is that the amount of money which remains for allocation in accordance with the president's judgment is severely reduced. That margin is small enough, at best, and it is further reduced when portions of the free monies are "squirrelled away" (the

President's term) by account directors under obscure budget-lines for their own purposes. The President sees his principal financial goal, therefore, as gaining control of the budget.

In some ways, faculty collective bargaining has assisted him in that task, but the cost of the process may offset the advantages gained. That is almost certainly the case in the short run. Nevertheless, faculty negotiations have speeded the process of developing management information systems within the university. Proposals arising in negotiations need to be costed-out rapidly and accurately and projected over, perhaps, five years. That need has led to the development of a highly-sophisticated data-processing program for payroll. In terms of personnel, the President estimated that approximately four and one-half administrative positions have been added to deal with faculty collective bargaining. That does not mean that all of the officers' time is spent on matters related to faculty bargaining, but without bargaining the university could probably have gotten along without them. One vice-president has been added with primary responsibility for bargaining and contract administration. A staff attorney has been added and at least one additional systems analyst has been hired. The university Controller, once a middle-management position, has emerged as a high-level executive officer, and additional personnel have been added



to the office of institutional research. That administrative growth is costly. Furthermore, it conflicts with another important goal of the President, which is to reduce the ratio of administrative personnel to faculty.

While the President sees no serious or long-range effects of collective bargaining on the legislative budget-appropriations process, he believes that some unfortunate consequences have been suffered and he feels that he has been "beaten over the head with the contract" in legislative budget hearings. Some legislators feel that the administration has "caved in" to union pressures and have made it clear that the university should not expect the legislature to fund the contract over and above the standard appropriations for compensation increases.

A union argument has been that the union organization at the state level would be a valuable ally in the campaign for additional appropriations. That has not proven to be the case. Industrial unions are a potent political force in the state, but they do not view academic unions as trustworthy members of the labor fraternity. In addition, the state affiliate of the NEA, with which the faculty union is associated, has focused its lobbying influence on K-12 appropriations and has been instrumental in diverting money away from higher education.

One further element enters into the President's problem in dealing with both the union and the legislature.

He cannot argue publicly with the legislature for higher compensation for the faculty and simultaneously negotiate with the faculty for lower increases. He finds his points with the legislature turned against his representatives at the bargaining table.

#### Staff-Related

The administration of Tutor University is decentralized in its operations. The final decision in staff-related matters, that is to say those final recommendations which go from the administration to the governing board, are determined by the Provost in consultation with deans and department chairpersons. The President is involved when required to resolve indecision or controversy. He deals with the "hard cases" involving reappointment, promotion or tenure. His observations, are, accordingly, somewhat detached.

He commented on the forces which, in his observation, collective bargaining has either intensified or injected into staff-related decision-making. These he described as an "obsessive egalitarianism" and a prevailing climate of legalism. The former reduces the ability of academic leaders to make discriminating judgments about individuals and the latter requires the establishment of elaborate files of objective evidence which may or may not bear upon the real reasons for the decisions which are taken. The quality of the evidence is determined by its acceptability in grievance proceedings and court cases.

The President feels that the effect of these forces will be to establish a condition of "instant tenure" for each faculty member appointed. Termination will be possible only because of the institution's dire financial distress or for documented incompetence of the faculty member. Discretionary judgment will necessarily be moved back to the appointment process. High risk appointments, which can yield some of the most exciting additions to the faculty, will be discouraged. The President predicts the development of highly-detailed preappointment investigative procedures.

The matter of faculty compensation called forth considerable reflective comment from the President. He began by stating the premise that compensation ought not be determined by "market-place considerations" alone. He explained that by suggesting that salaries and fringe benefits ought not be based purely on the amount necessary to attract and retain a competent faculty, but on some computed level which is scaled to the local cost of living and to the standing of the university among similar institutions in the state. He estimated that Tutor should probably stand about fifth among the institutions in its state with respect to median faculty compensation. That was obviously a subjective judgment "off the top of the head."

He went on to suggest, however, that a good, scholarly study could arrive at a formula which would include not only

the factors already mentioned but also some gross proportion of the university budget which ought to be committed to faculty compensation. That study would also relate faculty compensation to those environmental factors which would translate in terms of faculty satisfaction: library, laboratory supplies and equipment, university support of creative and scholarly activities, and cultural enrichment. He commented, epigrammatically, that "most faculty members want to be comfortable in a rich environment, not rich in an impoverished environment." If anxiety and economic insecurity were removed, the university would have no difficulty attracting and retaining an excellent faculty. Returning to his earlier theme, he offered the opinion that a collective negotiation model could be developed which would lead to a comprehensive and objective analysis of resources and their apportionment in a way which would lead to faculty satisfaction and responsible use of public funds, ". . .and that," he said, "is the test of successful negotiations--where both parties leave the table satisfied."

#### Student-Related

The student concern is high on the President's list of personal priorities. Student interest in faculty collective bargaining is on the rise and in quiet and unsophisticated ways they are beginning to question the process. They have adopted the "consumer" role, questioning the impact of faculty negotiations on the cost of their education and

also upon its quality. They have observed a certain faculty preoccupation with themselves which encroaches upon professors' interests in providing quality instruction--or so some students believe.

Early in the history of faculty negotiations in the university, a question was raised publicly about the role, if any, which students should have in the process. The administration proposed the inclusion of student body president as an observer at the bargaining sessions. That was rejected by the union which argued that the student body president was biased toward the administration, and the proposal collapsed. As a counter, the union presented a set of bargaining demands which were a reprise of demands that had been made at one time or another by students. The demands were abandoned without serious negotiation and were viewed by the administration as an attempt to ingratiate the union with the student body. What became immediately apparent was that the attempt to include students in negotiations had risked making students pawns in the tactics of bargaining and had encouraged students to "choose sides." In the President's view that would be unhealthy and for that and other reasons he now opposes the presence of students at the bargaining table. He imagines a negotiated agreement, however, which might include a student critique of the initialled contract before it is submitted for ratification.

There was only one effect noted which bore specifically on the relationship between the President and the student body in the on-going life of the university. The President feels that the secretive behavior associated with bargaining--the guardedness with which information is treated--interferes with relationships by preventing him from being as fully open and honest with students as he would be were there less need to guard information. Relationships with both students and faculty assume an additional measure of sensitivity, since so much that is said and done takes on an interpretation connected with negotiations.

#### General

The collective bargaining relationship with the faculty has, in subtle ways, altered the relationship between the President and the governing board. He has always viewed himself as a "double agent" in that relationship, representing the interests of the faculty to the board and interpreting board policies to the faculty. The adversarial concept of collective bargaining held by most board members makes it difficult for the President to act as an interpreter of the views of the academic professionals without appearing to be their covert ally. Board members may question from time to time "just which side of the table he sits on." In the opposite direction,

the same adversarial climate erodes the trust in the President which faculty members must have if he is to be regarded as an authentic interpreter of policy. The faculty are liable to suspect that his utterances are tactical, rather than forthrightly interpretative. The President's generalized judgment is that, in unionized institutions, the tolerance for ambiguity on the part of academic leaders will be raised to a higher level of importance.

The President of Tutor university retains a high level of satisfaction with his academic leadership role, although he remarked that that is not so with some of his colleague presidents. He quotes one colleague as saying that, "When my school gets a faculty union is when I will learn to enjoy golf." The President went on to observe that a number of presidents in unionized institutions had begun to regard their roles more as routine management jobs and less as callings, and had turned to sources of personal satisfaction outside of the institutional setting.

#### The Provost

Like the President, the Provost of Tutor University began his academic career as a professor in one of the fundamental disciplines of the liberal arts. His career has included the deanship of a liberal arts college and a year as acting president of the same college. His appointment as Provost occurred about one year prior to the

negotiation of the first faculty contract. He is the first officer at Tutor University to hold the title of Provost and holds the concurrent title of Vice President for Academic Affairs. The addition of the Provost's title signifies a position in the administration close to that of a "co-president," in that his authority in academic affairs is virtually equal to that of the President. His principal achievements at Tutor University have been the establishment of a data-based system of academic planning and the introduction of a highly innovative nontraditional "university without walls" program. He impressed the interviewer as a tough-minded leader with a profound affection for the traditional values of the academy. Acknowledging the same detailed effects of faculty collective bargaining that were mentioned by other academic officers, he carried their implications to their most fundamental level in terms of their impact upon academic values.

#### Course-Related

The Provost's first comment on the course-related decisionmaking items was that the presence of collective bargaining with the faculty raises obstacles to the open exploration of ideas. Considerations of bargaining tactics gain priority over the discussion of proposals on their merits. In his view, collective bargaining formalizes a structure which is predominantly concerned with job security. Such a structure is inherently conservative and opposed to



revolutionary change. The first response of the faculty to a proposal for change is the question, "What will this do to my 'matrix of security' in the department and school?" As evidence he cited the same debate over general education that the President mentioned.

His procedure in introducing curricular change has been to assemble faculty task forces to gather data, examine issues and produce recommendations. These efforts have tended to be time-consuming and ultimately abortive because of the "hidden agenda" of questions related to job security and compensation. He attributes the "foot-dragging" of faculty in response to the task forces and their recommendations, at least in part, to the very fact that the initiative was an administrative one.

That observation led to a comment on a change which he perceives in his personal relationships with faculty. He acknowledged that when he first moved from faculty to administration he took some good-natured ribbing from his faculty friends about his having "gone over to the other side," but collective bargaining has made that earlier separation more real. The sense of an abstract ex officio suspicion of his motives on the part of faculty has increased. Some of the words he used were, "I have grown paranoid-- always sensitive to footsteps behind me of people who are looking for an opportunity to attack."

An example he used was the teaching effectiveness

program, also alluded to by the President. He considered the plan a reasoned and reasonable academic response to the problem of improving instruction--and it was greeted by an Unfair Labor Practice charge by the faculty union. He confesses that the signals were there while the plan was being developed, but he failed to assess their importance.

At the time of the interview, the Provost was engaged in a struggle to maintain the separation of matters related to the nontraditional degree program from the issues being negotiated with the union. The inherent conservatism of the union and the loss of flexibility which he sees as occurring as a consequence of bargaining has convinced him that to bargain anything which touches upon the nontraditional program would remove the capacity of the program to respond rapidly to new educational needs.

In summary, the Provost called out two basic characteristics of faculty collective bargaining which he believes interfere with curricular development. The first of these was that collective bargaining is extremely expensive in terms of time and energy--both physical and intellectual energy; and the expense accrues both to faculty and administrators. He expressed a personal resentment of his own expenditure of mental effort in connection with the negotiation and administration of the bargained agreement and indicated that he had "more important things to do." He also observed that he had witnessed the utter consumption

of the mental capital of bright people. Secondly, he indicated that the legal quality of the role-definitions which emerge from the negotiated contract inhibit initiative, even where there is a willingness to press ahead with some academic enterprise. There is a nagging fear on the part of some faculty members that to go beyond contractual requirements may constitute a breaking of the ranks with fellow faculty in the union. The consequence is a blocking of the individual faculty-member's right to self-determination.

#### Facilities-Related

There was little perceived change in the manner by which decisions are arrived at in respect to facilities. The Tutor contracts have avoided trivial specifications concerning office space, heat, lighting and some of the other items which have been bargained elsewhere. Program-statements for new buildings are developed in consultation with the people who will use them.

#### Finance-Related

Finance-related decisions are of one piece with all of the decisions related to allocation of institutional resources, both human and physical. The Provost maintains that resource allocation is, and always has been, a responsibility and prerogative of administration as the persons who maintain a comprehensive view of all the competing needs. That principle was under attack and was eroded

during the late 1960s and early 1970s as a product of the "participation revolution" which characterized those years in American universities. Because those were years of affluence for universities, it was convenient to permit a widespread sharing of finance-related decisions. Tough and controversial decisions were not required since money was sufficient to support most of the private interests. Resources were occasionally misused as a consequence. The fiscal crisis of the mid-1970s made a different kind of stewardship essential to institutional survival.

Collective bargaining actually aided in the return of fiscal management to the administration. The bargaining process permitted a clearly-focused line of decision-making. The clear separation of functions which others have noted as a product of collective bargaining gave administration the right to allocate money, subject to bargaining over faculty compensation. The bargained compensation item reduces the absolute amount of money available for allocation, but the power to allocate rests with the administrative managers. In terms of administrative style, some of the modes of commerce were adopted--tardily for the fiscal health of institutions. The planning system adopted by Tutor University was made possible by such a return of control.

Union bargainers are intent on finding new areas of the budget which might provide funds for conversion into

compensation settlements. Student financial aid could become just such a target-category. The Provost reported that such a possibility had been raised in his presence by a union spokesman.

#### Staff-Related

The fundamental impact perceived by the Provost was, once again, the change in the quality of relationships which resulted from the formalized procedures which appear to be inevitable with unionization. A trivial but highly indicative example was the change which took place in the letters to the faculty dealing with matters related to their appointments. It was customary to include courteous expressions of appreciation in such correspondence, softening their bureaucratic tone. That changed after a faculty member who failed for reappointment raised a grievance citing the "courtesy language" of his letter as a formal evaluation! Even these modest efforts to be humanely gentle became matters of controversy. The climate of relationships is not hostile, and the faculty member in the case mentioned was not angry, even though he was disappointed. He merely identified what he thought was a procedural loophole.

The point is that collective bargaining requires such legal precision in every communication that great care is necessary in the framing of correspondence, and in building the files of evidence which support the decisions

which are communicated. That is a consequence of collective bargaining important in itself; but more important, to the mind of the Provost, is the manner in which those requirements increase the trend toward depersonalization of the college.

The appointment process has changed in that the Provost has insisted on more careful scrutiny of credentials and has taken more pains in the interviewing of prospective new faculty members. In interviews with highly promising candidates, the Provost has had to respond to various questions concerning the effect of the faculty union on the professional environment.

Retrenchment is a matter of vital concern to the union. While the Tutor faculty has increased somewhat in total number over the last few years, some departments have suffered the loss of faculty positions due to the shifting patterns of student enrollment. The reductions have been accomplished by nonreappointment of nontenured faculty. A number of the nonreappointments have led to grievances by the faculty members affected and the union has supported them. The Provost feels that the union claims the right to deal with retrenchment as an issue separate from the academic issues involved.

The evaluation of instruction, as has already been mentioned, was attacked by the union in an Unfair Labor Practice charge claiming that evaluation is a condition

of employment subject to collective bargaining. The union attitude toward evaluation diminishes the capability of department chairpersons, deans, and the Provost to make rational judgments about people. The necessity imposed by formalized procedures, supported by threat of grievance, is that all judgments be objectified and that evaluators are able to say only those things which can be documented. What is lost are those "sloppy but important" subjective judgments. One quality of the able academic leader was, at one time, the ability to make wise subjective judgments about the quality of people. The exercise of that important ability is now discouraged.

At this point, the Provost asked leave to digress and became quite eloquent on the matter of the need to make several kinds of discriminating judgments within the academic community. An abstract of his remarks is that the matter of discriminating judgment lies at the heart of the justification for the existence of a college or university. University education consists in learning the ability to separate the true from the false, the good from the bad, the beautiful from the ugly, the right from the wrong. Faculty collective bargaining, by its emphasis on equal treatment for all, is complicit in an erosion of the commitment both to the possibility and the desirability of reasoned and discriminating judgment. "How," he said, "are we to respond to our students who are subject to the academic judgments of

faculty who, in another setting, reject the principle of judgment?" The ultimate result is a fundamental change in the nature of the academic community from one dependent upon its own internal dynamic to a system dependent upon the extrinsic judgments of the courts.

Faculty tenure is undergoing a subtle but fundamental change. In every case where an "agency shop" contract has been negotiated, tenure has become subservient to the contract. The current contract at Tutor contains what is commonly described as an agency shop clause, in that faculty members are required by the contract to pay an agency fee if they do not pay union dues. Tenure is protected by a modifying clause which places the burden of collection on the union. The "subtle change," however, occurs as tenure is increasingly regarded as job security and loses its important status as a bulwark of academic freedom.

The effect of collective bargaining on faculty compensation was described succinctly as a reduction in the amount of total resources available and, consequently, of the "free money" which might otherwise be used by the Provost in the development of the academic program. A second effect is, in Biblical paraphrase, "to lay dollars on equals and unequals alike." Where someone is doing something really fine, there is difficulty in finding ways to recognize that excellence. Being unable to reward extraordinary people with money, the Provost is driven to



finding devices for accomplishing the same purpose less straightforwardly.

A series of staff-related effects perceived by the Provost involved changed relationships with his administrative subordinates. The precision required in personnel operations makes closer monitoring necessary over the work of subordinates. More time is required in consultation and more documents need to be re-drafted to accommodate some technical detail. The Provost is also conscious of a close watch by middle-level administrators over the relationship between the central administration and the faculty union. As yet no administrative-professional union has emerged; but there is an association of administrative and professional staff members which could rapidly become a union if it were felt that settlements with the faculty were made at the expense of administrators. That is a potential problem which the Provost must continually keep in mind in his relationships with his professional staff.

#### Student-Related

The Provost has little direct contact with students, but they are his uppermost concern as the objects of the whole educational task. He worries about the dollar-impact on students as tuition increases constantly become necessary for institutional survival and quality.

The Provost is also concerned over the long-range implications of "triads" formed by the shifting alignments

of faculty, students, and administration. Three parties in discussion tend to fall into "two against one" coalitions. As student support is courted by faculty on one hand and administration on the other, a likelihood exists that students will be both used and abused.

### General

Summarizing his reflections on the effects of faculty collective bargaining on his own academic leadership role, the Provost confessed that he has suffered some loss of perspective. A professor by instinct, he finds himself increasingly anti-faculty in the tone of some of his spontaneous remarks. He expressed dissatisfaction with the "posturing" which has characterized the bargaining relationship--the pattern of absurd demands being answered by contemptuous responses. Along with the tactical "posturing" goes the guardedness of conversation and erosion of openness and trust. The result is a species of institutionalized dishonesty in which the Provost is complicit and which is foreign to his own instincts. He is optimistic, however, in his own deep-seated belief in the reality of a community of scholars and of his own ability to experience richness and delight in that community. He is unwilling to concede that the pattern of relationships which presently appear to emerge from collective bargaining is characteristic of the university of the future.

## Dean I.

Dean I. has been the dean of his school for almost seven years, having come from the professorial ranks at another university. He continues to be a more productive scholar than is usual for administrators in emerging institutions. As such, he is symbolic of the whole process of institutional emergence among the former teachers' colleges, exhibiting a set of academic values and experiences broader than those which characterized the deanship in schools which thought primarily in terms of preparing teachers for the public schools. His comments reflected that background.

Course-Related

Given his general orientation, Dean I. had less to say than might have been expected about the effect of faculty bargaining on curricular development. He indicated early in the interview that, in his opinion, the key to course and curriculum development is the development of a faculty. Hence, many of his reflections upon leadership in course-related matters are subsumed in his comments on staff-related issues. His principal assertion in the matter of curriculum was that the bargaining relationship operates to stifle curricular innovation, since new developments generally involve effort over and above the expected minimum, and the union posture generally is to discourage such extra effort.

Facilities-Related

There are no direct effects of collective bargaining on decisions relating to facilities. An indirect effect is created, however, by the cost of negotiated compensation patterns. Money is negotiated away in compensation which could be spent in the improvement of facilities and equipment.

Finance-Related

Finances are allocated through the institutional planning system. The Dean's influence is exercised in connection with the operation of that system. While most of his decisions revolve, in one way or another, on the availability of financial resources, there is no direct relationship between collective bargaining and specifically finance-related matters. Once again, the indirect effect is felt through the general limitation on available money. The crucial matter of faculty compensation falls among staff-related matters.

Staff-Related

In discussing staff-related issues, Dean I. put forward a conceptual model from which most of his specific comments flowed. Faculties in emerging universities tend to fall into something like a normal curve in terms of ability and incentive. A few professors will be self-motivated achievers and a few will habitually perform at the minimum. Between

are the bulk of faculty members who will be influenced in their performance by "the carrot and the stick" with the most powerful influence being the "carrot"--that is, the promise of reward for improved performance. The "juiciest carrot" is financial reward, i.e., merit pay increases. A tenet of faculty unions, including the one at Tutor, is opposition to merit pay, and the Tutor contract includes negotiated compensation increases which are applied without reference to judgments of merit. The most powerful incentive to improvement is thus removed. Tutor University's "Achievement Award" system simply reinforces those faculty members who would be most likely to achieve without it.

Beyond that, the negotiation of financial rewards applied equally to all has the effect of encouraging performance, not at some median level, but at the minimum. A direct effect of the "union mentality" is perceived in this connection. Dean I. reported changes which he had observed in individual faculty members which he attributes to union-inspired pressure to relax their professional efforts. That pressure may be simply an effect of the union environment, or it may be more direct. In one instance a grievance proceeding was threatened, though never pursued, against a faculty member whose colleagues thought was doing too much. If that was true, and the Dean clearly perceived it to be, the implications for academic freedom are frightening--and that fact was acknowledged in the interview.

In the whole issue of faculty development, which he regards as his single most important concern and central to the educational quality of his school, Dean I. feels that necessary instruments for his exercise of leadership have been removed. With the bulk of the faculty whose performance is influenced by external forces, recognition by the society of professionals was once a potent incentive. That professional recognition has been superceded by the ethos of the union. That ethos is one which so strictly links economic rewards to stipulated work that minimum performance is encouraged and even demanded.

Negotiated compensation has removed matters of salary and salary as related to judgments of merit from the decision-making agenda. In establishing the entry-level of compensation for new faculty, considerations have reduced themselves to, in Dean I.'s words, "The calculation of what a year's experience is worth dollarwise." He regards that as a necessary but defective criterion, since it makes no distinction between persons who have developed with experience and those who have simply "repeated the first year over and over again." The precise price-tagging of increments of academic experience is made necessary by negotiated systems of inequity-adjustment, supported by the threat of formal grievance.

That comment led to a discussion of procedure-formalization in all personnel transactions. Dean I. estimated

that he finds it necessary to consult the negotiated agreement an average of twelve times weekly. His judgments are based on an interpretation of contract-language, rather than upon his own reasoned assessments or some form of consultation, as would be the case if the contract were not present. Files are being built for procedural purposes only, so that decision can be defended before grievance panels or in the courts.

Most procedures, Dean I. feels, should have been developed anyway, and some improvements in personnel procedures have resulted. On the other hand, he feels that had the procedures not developed in a context of collective bargaining they would have been done differently and better. He cited a study of faculty work-load units which was commissioned by the Academic Senate, but was heavily influenced by union sympathizers. Had the union influence not been present, he feels that a useful report would have been produced in brief form. As it stands, the report is "twelve inches thick" and inconclusive. That occurred, he believes, because of a calculated union effort to obscure the issues and stall the development of a Senate assessment of work-load units until the issue could be treated at the bargaining table. He believes that the union presence in the Senate is regularly employed to serve similar tactical ends.

Student-Related

Dean I. has personal contact with students who are members of his Advisory Council and others who come to him for advice. He does not characterize these students as ones who are concerned about "student power" but about the personal implications of the bargaining process for their personal educational programs. The student concerns are described as a general anxiety, particularly about the possibilities of a faculty strike and its possible effect upon their prospects for graduation. The Dean has sought to allay those anxieties and to encourage others to do the same.

General

Dean I. is concerned both for professionalism and collegiality as those environmental factors are influenced by collective bargaining. He concedes that his own collegial relationships are diminished by the size of his school. He has also found it necessary to withdraw somewhat in the interests of decision-making objectivity. He feels, however, that the union has "played upon" these occurrences. His withdrawal is occasioned in part by a caution about the handling of information. He is uncertain about how information might be used which he shares, either deliberately or inadvertently, so that he is continually concerned about the need to guard his conversation. That fact alone interferes with free communication, and he feels that he is a



effective communicator between his faculty and the central administration as a result.

The Dean's most important constituency is his corps of department chairpersons. They are members of the bargaining unit, but carry administrative responsibility. Their ambiguous position has led to two types of behavior. In one pattern, the chairperson identifies with the faculty and becomes an adversary of the Dean. In the other pattern, he or she identifies with administration and may become an adversary of the faculty. In either case, the collegial and consultative relationship which ought to exist with the office of the Dean is disturbed.

#### Dean T.

Dean T. has held his deanship at Tutor University for about eight years, becoming well-established in the position before the organization of the faculty union. He was a member of the university bargaining team in the first contract negotiations to take place on the campus. While the great majority of officers interviewed in the course of the research were cordial, interested and open, Dean T. was unusually so. He was an easy person with whom to visit. The observation is more than incidental. He indicated that an important aspect of his administrative style has been to cultivate easy and open personal relationships with faculty, and that openness is what he perceives to have been most seriously affected by the climate of faculty unionization.

He established the theme early in the interview. In response to the initial questions concerning course-related items, he said, "Let me ramble a bit first." The "rambling" centered upon the altered relationships which the Dean perceived as a consequence of collective bargaining. He had successfully established a relationship with faculty which permitted a free flow of conversation, dialogue and good-natured argument. Faculty felt free to drop in at the office late in the day to chat. Those conversations usually had an agenda which might not be immediately apparent, but in the process of getting to the point a great deal of information could be gleaned about what was going on in the departments. The real agenda of the visits was usually related to faculty salary or to projects for which the support of the dean was being enlisted.

The informal relationships which the dean found so useful, upon which he had come to depend, and which he found genuinely enjoyable ended with the appearance of the union. Dean T.'s interpretation of the "drying up" of the relationships was that faculty members no longer feel a need to enlist the dean as an advocate with the central administration. The union now occupies that position. Even the conversations which take place in social settings have been affected. Dean T. senses that if he joins a group of faculty at coffee subjects are changed and drift off into irrelevancies.

The analysis offered by Dean T. is that collective bargaining is a highly formalized pattern of information-exchange and faculty members are afraid to convey information, even inadvertently, outside of the formal structures established by the bargaining relationship. The contractualized relationship affects more than the kinds of discussion which might involve bargaining subjects. The whole process of contract administration lays out formal procedures for communication between the faculty and administration. For example, a faculty member who has a complaint will be more likely to follow the form for raising a grievance rather than raising the matter in a more or less casual conversation with the dean. That is contrary to the administrative style which Dean T. had cultivated as his principal leadership technique. He said, "It is more time-consuming and I need to work harder to keep the formal structures from interfering with communication." He also stated positively that, "The more people lean toward the union, the less I see of them. That wasn't so before. Now, when I need to see them I have to look for them."

An interesting exception to that rule has been some union members who were involved as adversaries of the dean at the bargaining table. A new relationship of confidence and "collegiality" appears to have emerged from those arduous sessions. Apparently, a certain camaraderie grows between bargaining adversaries, at least in the experience of Dean T.

Course-Related

The observation on relationships touches almost every category of decision-making items. Beyond that, Dean T. sees little direction effect on course-related items. New program development is not difficult. He indicated that there is still enough faculty ambition to keep up-to-date, but he could wish for more future orientation--more of a desire to lead the professions, rather than merely to stay abreast of developments that occur elsewhere. Faculty research has been affected. Strides were being made in the direction of encouraging "forefront" research, but the union has contributed to a relaxation of attitudes. Where compensation and job security is the issue, the union inspires confidence and the professional effort is relaxed.

Facilities-Related

The indirect effect of collective bargaining is to divert funds into compensation which might have been free for minor remodeling of facilities. That was once an on-going process and has ceased to all intents and purposes.

Finance-Related

The process of budget-preparation is made much easier for the dean. There is no need to build cases for differential faculty compensation based on merit. The tough decisions regarding the apportionment of compensation increases have disappeared in the bargaining process. The

process of determining amounts for supplies and equipment is also made simpler by an institution wide planning process which is concomitant with, if not an effect of, collective bargaining.

#### Staff-Related

All personnel operations lose flexibility. The necessity of one rule for all achieves a kind of superficial fairness, while depriving the Dean of the ability to deal with individual situations, either of merit or demerit. Grievance procedures exist under both the negotiated contract and Senate rules. Dean T. sees the same influences at work in both, however. The presence of the union as a supporter of grievances under either system increases the "grievance mentality" of the faculty. The effect on all personnel procedures is the familiar one of increased proceduralization and scrupulous attention to the construction of faculty dossiers. The processes for the appointment of new faculty have been considerably tightened in view of the difficulty likely to be encountered if a faculty member is not reappointed and eventually tenured.

In regard to compensation, the reduction of flexibility extends not only to the matter of direct compensation, but also of the sorts of informal compensation that once constituted an important system of rewards. Those rewards could once have been granted in the form of professional

opportunities, interesting assignments, or equipment and other academic support. These are not difficult to provide.

Dean T. returned to the theme of faculty relationships in connection with the discussion of staff-related items. The biggest change he notes is a deterioration in collegial relationships. He described "collegiality" in his experience as the blend of intellectual interests and personal affections which enriches the entire life of the institution and constitutes an important form of reward for all who work in the university. He confesses that his own zest is depleted by the emerging climate and that his leadership tends toward a "middle management" role, dominated by the supervision of formal procedures.

#### Student-Related

There was no perceived effect on the relationships between the dean and the few students with whom he has regular contact. He has student members on his advisory committee, but there is a stipulated understanding that faculty matters will not be dealt with in the presence of students.

## CHAPTER V

### ANALYSIS, SUMMARY, CONCLUSIONS, AND RECOMMENDATIONS FOR FURTHER RESEARCH

The officers interviewed were willing and, in most cases, even eager to talk about their perceptions of the effects of faculty collective bargaining on their institutions and upon the academic society generally. They were less able, though no less willing, to describe the effects of the bargaining relationship upon themselves and their own administrative functions. That was to be expected given the difficulty involved in any kind of rational self-examination. When the interview notes were translated into narrative, however, clues appeared which permit some conclusions to be drawn about the ways in which this limited sample of college and university administrators see their own academic leadership roles as having been affected by faculty collective bargaining.

Most of the persons who have been involved in the public discussion of academic collective bargaining are ones who have become, in some degree, experts on the subject. They are faculty and administrators who have been leaders in the processes of unionization, negotiation, and contract administration in their own institutions. Some are labor

attorneys, personnel administrators, or scholars and teachers of administration and higher education. A few of the fourteen persons formally interviewed in this research fall within those categories. The majority, however, are working academic administrators for whom faculty unionization has become a condition of the working environment and is not a principal focus of scholarly or professional interest. They have simply had to live with the "fall-out" of faculty negotiations.

Reflection on the evidence suggests that there are three levels of self-perceived effects of faculty collective bargaining which bear on the academic leadership roles of administrators in institutions of higher education. The first of these is the range of effects which the officers see as having altered procedures and climates within the institutions. These general institutional effects alter the matrix within which administrators must function and the changes are ones to which academic leaders are forced to adjust their leadership behaviors.

A second level of effects are the specific adjustments which the officers have made to cope with the requirements of negotiation and administration of their offices in the presence of the union and the negotiated agreement. These are the things which administrators are required to do or feel compelled to do or to refrain from doing as a consequence of the bargaining relationship with the faculty.



The third level of effects is the subjective one which consists of changes in the values and attitudes of the academic leaders. These may be the most important effects in terms of their impact on the leadership function, since they are so intimately involved in goal identification and in shaping the personal styles by which goals are communicated and support enlisted for their implementation. These subjective effects are also the most difficult and risky ones to assess.

#### Institutional Effects

Throughout the presentation of interview evidence, topics have been discussed in the order adopted for the interview structure; that is: Course-Related, Facilities-Related, Staff-Related, and Student-Related. The evidence compiled reveals a primary concentration of perceived effects in Staff-Related items. Effects which were perceived in other areas were most frequently identified as the secondary consequences of Staff-Related changes. Analysis of the evidence is aided, therefore, by a change in the order in which the decision-making categories are treated. The order which will be adopted for this purpose is one which represents the radiating consequences of staff-related effects. That order is: Staff, Finance, Course, and Student. Facilities-Related effects appear to be so minimal as to require no extended comment. In all of the institutions visited, facilities management has been

regarded as an administration responsibility and the faculty unions appear willing, thus far, to leave decisions regarding facilities to administrators.

The institutional effects which are described are the ones perceived by presidents, academic vice-presidents, and deans in their own immediate surroundings. They are not derived from comprehensive and objective case-studies. Their importance and their value is that they represent the sets of conditions to which the officers interviewed have found it necessary to adjust their own behaviors. The effects noted are "real" to the extent that respondents regard them as "real."

#### Staff-Related

Faculty collective bargaining is, by definition, a staff-related occurrence. Within the category of Staff-Related items, union negotiating efforts appear to have been concentrated on compensation and other items which bear upon compensation and job security. Collective bargaining introduces a method of determining faculty compensation which differs radically from the systems which traditionally have prevailed in institutions of higher education. That traditional pattern featured independent negotiation by individual professors with department chairpersons or committees, deans, and the central administration. Merit considerations and circumstances of individual need were generally taken into account. The

traditional system of determining salary and fringe benefits may have been compromised in some institutions prior to the introduction of collective bargaining. Growth in the size of faculties and administrative attempts to "rationalize" compensation using personnel-management methods had already begun to depersonalize the process, although merit features were generally retained to a greater extent than that permitted by collective bargaining.

Negotiated contracts in all of the institutions visited have included formulized computation of salaries and fringe benefits, with the formulas being applied to all members of the bargaining units. Compensation decisions are consequently effectively removed from administrative desks to the bargaining table. Once the agreement has been reached, the only responsibility which falls upon the administration is to insure that the contract is impeccably applied. In addition to the primary impact on the way compensation decisions are arrived at, there are secondary effects connected with those other staff-related concerns which have implications for compensation: appointment and promotion procedures and the assessment of faculty work-load.

A leading concern of industrial unions has been the job security of bargaining unit members. Their academic counterparts do not appear to differ in this respect. When the continuing power of the union depends upon the support of a majority of the bargaining-unit membership, the union

must concentrate its efforts on those matters which are of the greatest immediate concern to the members. At a time when academic employment is threatened, job security is clearly one of those urgent matters. Reappointment, non-reappointment, tenure and faculty retrenchment become crucial issues, either for direct negotiation or for careful monitoring by the union of policy decisions occurring in the governance processes. A high level of sensitivity is given to all employment security-related matters by the threat of grievance in decisions concerning individuals and the threat of Unfair Labor Practice claims in decisions of policy.

Each of the respondents mentioned the vastly increased specificity and formality of procedures that is a feature of contemporary life in their institutions. Each employment-related decision requires documentation acceptable in a court of law since each such decision, however routine it may appear, is a potential cause of grievance and legal action. Faculty unionism may be as much a symptom as a cause of the "proceduralization" of employment relations. There was evidence at all of the institutions in the research that personnel management systems were being developed prior to, or concurrently with, the unionization of the faculty. All of the institutions had unionized employees before their faculties became unionized and employment relations apparatus was present to deal with them.

Whatever the causal relationship between faculty collective bargaining and proceduralization may be, the officers interviewed were unanimous in their perceptions that the presence of a faculty union had increased the climate of legalism in relationships with the faculty. Procedures connected with all faculty personnel transactions had become detailed and explicit. The union appears ready to espouse grievance proceedings, whether the grievance procedures are a part of the negotiated agreement or are ones established through the governance system.

In each of the institutions, some indication was given of changes which had occurred in the relationships between faculty and administration which could be attributed to the union presence. At Alpha and Beta colleges, the changes appeared to take the form of a general low level of contention over relatively minor issues. At Mentor and Tutor universities, the issues appeared to be more substantive. Evidence of that is the Unfair Labor Practice charge at Tutor and, of course, a full-fledged faculty strike at Mentor. Particularly at Tutor, repeated mention was made of the effect of unionization on the flow of communication with the faculty and the general sensitivity surrounding the sharing of information.

#### Finance-Related

Collective bargaining has one obvious impact on institutional finance and finance-related decisions.

Negotiated compensation settlements are taken "off the top" of any new money appropriated. What remains is the amount available for allocation to program. Academic program support and faculty compensation are competing considerations at the bargaining table. At Alpha and Beta, where negotiations take place at the state level, and where the budgets reach the campus in line-item appropriations, the main effect is felt in the hidden costs of collective bargaining--the administrative and clerical time which is consumed by contract administration. With no additional money appropriated for these purposes, the result is usually to add to administrative work-load. That actually serves one budgetary purpose of the Chancellor's office--to increase campus "productivity."

At Mentor and Tutor, where appropriations are not by line-item, and where bargaining takes place on the campus, the problems are compounded. Negotiators for the universities are protecting free money for programs and the university administrations must make internal adjustment for compensation settlements. In any event, the result is to reduce the amounts available for noncompensation items and to restrict flexibility in academic program development.

#### Course-Related

The negotiated agreements in effect at all of the institutions included in the research encompass only items which can be considered "terms and conditions of employment."

The agreements at Alpha, Beta, and Mentor contain "past practices" clauses which protect the existing governance systems of the institutions and the rights of faculty to participate in those systems to the extent provided by existing policies. The scope of negotiations at Tutor is limited to "compensation and other terms and conditions of employment." Such restrictions are intended to separate matters related to the academic program from those issues which are specifically related to employment. The latter falls within the scope of collective bargaining while the former remains for decision within the campus governance system. That theory may not stand the test of practice because of a complex interaction which occurs between matters related to staff and finance and course-related issues. That interaction was evident from the remarks of officers in all of the institutions, although it became particularly explicit at Mentor and Tutor.

Again, the compensation and job security syndrome was seen to operate. Compensation settlements have the direct effect on program support and development money that has already been described. In addition, at least one person in each institution identified the connection between compensation and faculty work-load. Program development frequently involves an uncalculated amount of additional faculty time. The "no pay, no work" position of unions generally leads faculty under union influence

to insist that time spent on new program development be assessed as a portion of the total work-load and compensation credit granted. None of the persons who commented in this vein intended to imply that all faculty adopt such a view, but the union positions adopted in regard to faculty work-load make the matter sensitive and in some cases actual restrictions were noted.

Job security concerns create another range of effects on course-related decisions. These hinge in part on the relationship between faculty composition and curricular development. Faculty quality is also directly linked to the quality of academic programs. Procedural constraints on nonreappointment of nontenured faculty reduce the amount of flexibility for adjustment to changing programmatic needs. The decision not to reappoint or not to tenure increasingly requires a documentation of cause, and such decisions are more likely than not to be tested in grievance proceedings. Where the problem is that of protecting faculty quality in the face of retrenchment, the seniority system favored by unions would make the date of appointment the determining consideration apart from any assessment of quality or of the relationship between individual faculty competencies and the curricular needs of the department. That is particularly damaging to institutions where the best-qualified professors and the ones whose training and interests are directed toward the most recent developments in their fields are among the most recently appointed.



Gains in Affirmative Action are likely to be lost in the same process.

Job security becomes an issue in curricular change in another way. Professors are leery of any change which has an unpredictable effect on departmental enrollments. The academic vice presidents at Beta College and Tutor University were particularly articulate in describing this attitude and its effect on the possibilities of gaining faculty support for any restructuring of the curriculum.

Faculty concern over job security is certainly not something which arrived with faculty unions. The fiscal and enrollment crisis in institutions of higher education have made the times anxious ones. The union either "plays upon" these anxieties for purposes related to its own base of power, or it offers personal protection in the face of them, depending on the viewpoint one adopts. The administrators interviewed frequently acknowledged that the union position is understandable, but that it conflicts with their own leadership goals. Only the Tutor president suggested that the validity of the job security goals of the union might be accepted and used as the basis for cooperation in solving the course-related problems that occur.

Contrary to what might have been expected, faculty power for its own sake, as represented by union "clout" in academic decision-making, did not appear as an issue. Agency-election rhetoric apparently gave way to the "bread

and better" concerns, in the institutions visited. What did become apparent was that administrations and unions might find themselves negotiating the academic program anyway as employment-related matters become inexorably linked to educational ones.

#### Student-Related

A more vocal generation of students liked to point out that almost everything that goes on in the university is a "student-related" concern to the extent that it affects the quality, cost, or convenience of education. In the institutions visited, however, administrative officers note few, if any, direct student-related effects of faculty collective bargaining. Students generally have taken little interest. At Alpha and Beta colleges, where bargaining takes place away from the campus, it would be entirely possible for a student to be unaware that the faculty is organized for collective bargaining. That would not be the case at Mentor and Tutor universities where collective bargaining is a highly-visible occurrence on campus.

The most important student-related effect, reported at both Menotr and Tutor, was the financial one. Where the main issue in negotiations is compensation, and the "free money" is being divided at the bargaining table between compensation and program support, an option is to increase the amount by raising tuition. A similar effect was noted at Alpha State College, where the only way of dealing with faculty work-load limits was to increase class size.

At Tutor University, students have become alert to their stake in faculty collective bargaining as a result of the possible impact either on the cost or the quality of their education. Regardless of how real the threats may be, they have become matters of public discussion in connection with negotiations and student concern has been raised accordingly.

### The Administrative Response

The most obvious institutional effect attributed to faculty collective bargaining, and the effect most frequently noted by the officers interviewed, was the "proceduralization" of employment relations. Personnel policies and procedures have become more explicit, more subject to appeal and grievance, more likely to result in some form of legal action. The persons most frequently involved in faculty personnel transactions are the deans and chief academic officers. These described the effect on themselves as a limitation of the options open to them. While the officers may be subjectively conscious of losing opportunities to be flexible in their handling of decisions, the person sitting across the desk from them is likely to describe the changed behavior as "more rigid." More than personnel decisions are involved. Once again, the "ripple-effect" occurs as decisions related to course and finance become involved with the staff-related constraints which emerge from collective bargaining.

A more important change in the administrative role results from the climate of proceduralization and legalization, and the change has implications not only for specific administrative action but also for leadership styles and for the personal attitudes of the administrators. Decision-making in institutions of higher education has traditionally been more decentralized than in other types of administrative organizations. De jure power resides almost exclusively with governing boards and is delegated through an administrative hierarchy. De facto power, on the other hand, is often widely distributed to faculty legislative bodies, to committees, to academic departments, and to individual professors, as well as to lower echelons of the administration. Many academic leaders hold the opinion that the academic quality and educational effectiveness of institutions depends upon just such a distribution of power. In the institutions that were visited, the procedural and legal climate was seen as requiring a congruence between de jure and de facto power.

Several of the officers described the effect as a delineation and separation of functions between faculty and administration. The earlier, more traditional, academic system functioned more or less effectively because it tolerated certain ambiguities about who actually possessed decision-making power in a variety of circumstances. The legal and procedural requirements of collective bargaining

do not permit such ambiguity. The framework of law which structures and regulates the collective bargaining relationship is derived from the industrial system. It assumes the existence of two parties, management and labor. The bipartite structure of collective bargaining under the color of law requires academic negotiators to assume the separated and defined roles of management and employees. The result is to force a convergence in administrative functions and leadership styles toward a management posture, even where the administrative officers themselves do not seek that role. The Mentor president expressed it forcefully: "They bargain, we manage."

Some of the officers acknowledged that the "management posture" of academic administrators cannot be entirely attributed to faculty collective bargaining. One product of the 1970s fiscal crisis in higher education is the high level of importance which has been given to management accountability in public colleges and universities. Management science provides the technique and the economy furnishes the incentive. In response to public demand, state governments are insisting that appropriated tax dollars be scrupulously managed in their use, and that insistence is handed down through each level of the educational bureaucracy. Accordingly, executive administrators are required to assign a high priority to gaining management control over those decisions which lead to a commitment of resources.

In that way, faculty collective bargaining, by forcing a definition of the management function, assists in the establishment of management control.

The perceived effects of proceduralization varied among the institutions visited. Particularly at Beta State College, the highly proceduralized state system of higher education had anticipated most of the procedural effects which were attributed elsewhere to faculty collective bargaining. At Beta, administrative officers, particularly at the level of president and vice president, already appeared to regard themselves as managers with authority delegated from the state system Chancellor. Bargaining occurs at the state level and its effects on the local campus were perceived by the Beta officers to consist mainly of changes which had occurred in the climate of their relationships with the local faculty. At Mentor and Tutor universities, administrators at all levels were seeking to define their own roles and were grappling with the academic implications of an increasingly management-oriented administrative style.

Alpha State College exhibited a third pattern of administrative response. Extraordinarily detailed personnel procedures and resulting faculty attitudes toward their academic employment were attributed to faculty collective bargaining. Bargaining in that state, however, takes place between faculty representatives and the state government, and the procedures which result are promulgated by

the office of the state Chancellor of higher education. "Managerialization" of the state system has not developed to the state of sophistication evident at Beta College. Officers at Alpha are responding to directive which they have little part in making and they are attempting to shape their individual relationships with faculty around those procedures.

The more procedures preempt the individual judgment of academic leaders, the less inclined they may be to exercise leadership and judgment where opportunities exist. Dean T., at Tutor University, remarked wistfully that he was feeling more and more like a "middle manager." Dean I., at the same institution described the number of times that his decisions were determined by the contract, and all officers, particularly at the dean level, made reference to the amount of time consumed simply by procedural matters. Strong leadership character will be required for those officers to resist falling into a purely ministerial role. (This faintly pejorative use of the word "ministerial" is borrowed from legal terminology which employs the word to describe an act or duty which admits of no personal discretion in its performance.)

Uniformity in the administration of explicit procedures requires a centralization of administration. That trend was most noticeable at Mentor and Tutor Universities where centralization was replacing an earlier decentralization. The occurrence once again reflects the convergence

of de facto power in the direction of de jure authority. The observation of the Mentor president that the governing board had become more involved in day-to-day administrative decisions may be evidence of that convergence. The loss of decision-making "flexibility" mentioned by several of the deans may also illustrate the trend. They could be losing their original authority not only to abstract "procedures" but also to the higher administrative authorities with whom they must now consult in the application of those procedures.

In the chaotic institutions which emerged from the 1960s, the virtues of uniformity and centralized management control may seem attractive. There are some institutions, however, in which the ill-defined and ambiguous processes of shared authority and peer judgments have worked well. Mentor and Tutor universities appeared to be such institutions, or were close to becoming so. They may pay a price in quality with the introduction of procedures that can be defended before a labor arbitrator, particularly if those procedures too greatly restrict the ability or the incentive of "front-line" administrators to exercise their leadership. Alpha and Beta state colleges, and their administrative officers, show less change and less stress resulting from centralization of authority. That is probably because, as campuses of larger state systems, their decision-making was already more centralized.



Anticipating the effects on the academic quality of institutions, some administrations have pinned their hopes on a limitation of the scope of negotiations. They hope to limit the effects of proceduralization by confining the procedures to matters related to faculty employment, leaving the academic program within the existing governance forms. They are, in effect, attempting to adopt two modes of relationship with the faculty. In one mode the faculty would be employees and the administration would be management. In the other mode, the faculty would be professional participants in a system of shared authority. All of the institutions visited were attempting to maintain such a separation. That may succeed, but the evidence indicates that the policy will only serve to delay the inevitable. The "ripple-effect" will continue to cause an erosion of the territory protected from negotiation, even where the erosion is resisted both by the union and the administration.

Accompanying the specific effects on procedures and decisions that were observed in the institutions, a range of effects appeared which are related to the emotional climate of relationships on the campuses. Most of the presidents, vice presidents, and deans in the interview group attempted to remain objective in their assessments of the impact of faculty unionization upon themselves and their leadership roles. Presidents particularly appeared guarded in their comments, except possibly the president of Tutor.

Nevertheless, a reading of the interview narratives might lead the objective outsider to conclude that what was being constructed was a tract against faculty unionism. The tone was adversarial, even where that was not intended.

At Alpha and Beta colleges, where the substantive effects of collective bargaining occurred at a level above the local campus, the principal effects noted on campus were ones having to do with a general climate of contentiousness. The issues that could be decided on the campus were few and relatively trivial. As a consequence, the contentiousness took the form of petty bickering. The textbook controversy at Beta is an example. Beyond that, there was on both campuses a kind of ill-defined anxiety among administrators about where and when the next issues might appear. At Mentor and Tutor, where substantive issues are settled in on-campus bargaining, and where the administrators are principal actors in the negotiating process, the anxieties were better defined although there still remained some uneasiness about possible unanticipated occurrences connected with the union relationship. The Tutor provost spoke of "listening for the footsteps" behind him.

At Tutor, relationships between the administration and the faculty union appeared to be formal and civil, with matters of controversy being referred to formal procedures and to the courts. On-going relationships on the campus remained civil while matters were being settled by attorneys.

At Mentor, there appeared to be an assumed adversary relationship with the faculty union, although Dean E. felt compelled to emphasize that an adversary relationship need not be a hostile one. His need to comment in that vein may reveal that the adversary relationship in his institution had, in fact, at some points been contaminated by hostility.

The Tutor president put the adversarial relationship into perspective when he remarked that the assumption of an adversarial posture by an administration, however civil a form that may take, increases the likelihood that the union response will be adversarial. The Tutor provost was less sanguine. His opinion is that union control of its membership and its negotiating potency requires a militant "posturing." He reversed his president's analysis claiming, in effect, that administrative adversariness is a product of union militance.

A more neutral analysis can be derived from the statements of all the Tutor officers concerning the sensitivity of information and the constraints on free and open conversation with faculty members. Collective bargaining is a formal, structured relationship. Communication that once flowed spontaneously between faculty and administration is now funneled into formal channels. Informal understandings are reduced to writing and memorandum records are kept as evidence for possible grievance proceedings. Responses are

confined to the cold print. In the process, something is lost which would be present in free human interaction. Something is also gained in precision and even-handedness, but the loss in terms of responsiveness to individual concerns and the pure richness of human intellectual companionship may not be worth the price.

### Summary

Preceding chapters of the dissertation report the perceptions of a group of academic administrators concerning the effects of faculty collective bargaining on their own leadership roles and functions. This concluding chapter develops an analytical outline within which to assemble and relate those perceptions. The outline begins with the observation that the fundamental concerns of faculty unions are matters related to faculty compensation and job security. The primary effects of collective bargaining are felt in decisions related to those two concerns. The decision-making items most directly affected are compensation, faculty work-load, promotion, reappointment-nonreappointment, tenure, and retrenchment.

The items primarily affected impinge upon another set of decision-making issues which are themselves consequently affected in important ways. These include items directly related to the academic programs of the institutions: financial support, course and curriculum development, and faculty development. The climate of relationships within

the academic communities, particularly relationships between faculty and administration, is altered. Students are affected by the impact of collective bargaining on the cost of education and, in some institutions, by the disturbed relationships.

The formalization of staff-related procedures reduces the freedom of administrators to make discriminating judgments in individual cases. They may become, or may be perceived as becoming, rigid and bureaucratic in their general administrative behavior. Moreover, the procedural and legal framework of collective bargaining requires both a congruence between de jure authority and de facto power and a clear separation of role and function between faculty and administration. The result appears to be a centralization of administrative decision-making and a shift in the locus of final decision toward the holders of de jure authority. A second result is to encourage a managerial posture on the part of campus administrations. The formal and often adversarial relationships between faculty and administration may interfere with the informal human interactions which many administrators consider essential to their exercise of academic leadership.

### Conclusions

Two future possibilities exist for academic leadership in a framework of faculty collective bargaining. The first possibility is that collective bargaining may enhance

leadership. Tough-minded people on both sides of the table would focus on who has the right to make what decisions. Aggressive, anticipatory decision-making could be the result as roles become sharply delineated. On the other hand, collective bargaining may drive some leaders, equally tough-minded, out of leadership positions in higher education who were there out of some vision of what the academic community might have been, who feel that such a community ought not be committed to self interest, and that it represented, perhaps, the last opportunity to live with a convictional and function idealism.

#### Recommendations for Further Research

This research has dealt with the impact of an historical event on one category of higher education institutions. These institutions have been characterized as "emerging" colleges and universities. The term "emerging" embraces a wide range of changes and developments in size, educational mission, and academic quality. An important research undertaking would be to develop measurable indices of institutional maturity. Such basic research would provide a necessary "baseline" for many kinds of "impact studies.

The difficulties in such research are obvious. There is little consensus on the precise direction which institutional development ought to take. In fact, a healthy attitude evident in many developing institutions is that their mature character need not duplicate either each other

or the model of the complex prestige university. Measurements of development, therefore, would need to include evaluation of the goal-setting processes as well as progress toward the goals identified.

As difficult as the task might be, it is not impossible. Institutional research is increasing in sophistication in most developing institutions as a product of fiscal necessity and public accountability requirements. Data is becoming more readily available at less cost to the institutions in time and effort. Research of the kind described would be worth the investment if it led to a more precise identification of development goals, a more reliable measure of progress toward them, and a "baseline" for assessing the effect of conditions or events occurring within the institutional environments.

More directly related to the issue of faculty collective bargaining and its effects on colleges and universities would be research into the developing body of relevant law. Collective bargaining is a process sanctioned and regulated by law. The law, including legislation, court decision, and rulings of the regulatory agencies, establishes the conditions for collective negotiation and influences its outcome.

Collective bargaining has developed within the industrial system. Its extension to the public sector and to higher education has raised important and difficult questions. New legal forms will be required if collective bargaining law is to be developed in ways which take account of the

organizational differences between colleges and universities and the industrial system or other public agencies.

Legal research in connection with faculty collective bargaining would consist of analysis of public employee collective bargaining legislation, and analysis of court decisions and regulatory agency judgments in matters arising from the bargaining relationship within colleges and universities. The usefulness of such research, beyond its own historical and philosophical content, would be to inform future decisions of legislatures, courts, and regulatory agencies. The outcome might be new collective bargaining forms which would help to preserve the character of colleges and universities as communities of scholars.



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