A STUDY OF THE PROCEDURES USED IN COLLECTIVE BARGAINING WITH FACULTY UNIONS IN PUBLIC COLLEGES AND UNIVERSITIES

Thesis for the Degree of Ph. D.
MICHIGAN STATE UNIVERSITY
ALAN CHARLES COE
1972

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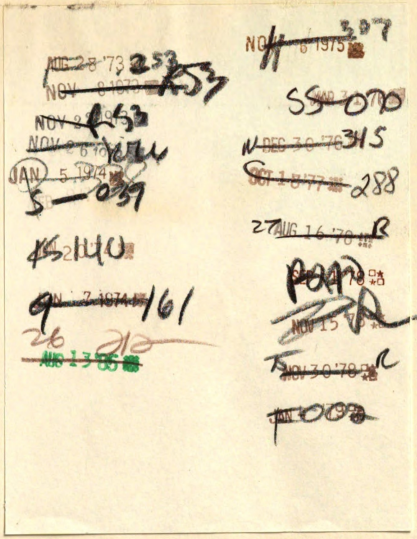
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ABSTRACT

A STUDY OF THE PROCEDURES USED IN PREPARING FOR COLLECTIVE BARGAINING WITH FACULTY UNIONS IN PUBLIC COLLEGES AND UNIVERSITIES

BY

Alan Charles Lee

The expansion of collective bargaining in the colleges and universities has added a new dimension to the administration of these institutions. It was anticipated that this study might add to the general knowledge of the effect of faculty unionization on the governance of institutions of higher education and provide helpful information for administrators who are experiencing problems in negotiating with a union or who may enter into collective bargaining in the future.

The purposes of this exploratory study were:

(1) To determine the role of state governmental agencies, institutional governing boards and presidents in the preparations for negotiations and during collective bargaining with a predominantly faculty union;

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(2) To determine the organizational procedures used to prepare for collective bargaining with a predominantly faculty union;

(3) To determine the organizational procedures used during collective bargaining with a predominantly faculty union;

(4) To determine the relationship between bargaining unit size and the organizational procedures used to prepare for negotiations and during collective bargaining with a predominantly faculty union.

The organizational procedures that were studied included: (1) the personnel involved in the preparations for negotiations and the collective bargaining process, (2) the staff additions needed during the preparations and process, (3) the training provided personnel involved in the preparations and process, (4) the planning activities undertaken during the preparations and process and (5) the information used in the preparations and process. Recommendations from the participants in the study were also obtained with respect to these organizational procedures.

The study included six administrators from six public four-year institutions that had negotiated and operationalized a written contract with a faculty union prior to December 31, 1971. All of the participants had

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been on a team that had bargained at least one contract with the faculty union in their institution and they had been involved in the preparations for negotiations. Interviews were conducted to collect data and the findings were presented in a descriptive format.

The major findings of the study were:

1. With the exception of a state system of higher education, personnel from state governmental agencies did not actively participate in the preparations for and during collective bargaining. In most universities, there were some consultations between institutional and state agency representatives, usually regarding the budget for the forthcoming year.

2. The involvement of governing boards in the preparations for and during collective bargaining varied greatly in the universities studied.

3. Presidents did not serve on any bargaining teams. However, they generally viewed their role as being more than that of a policy-maker as indicated by their willingness to become involved in some of the planning prior to and during negotiations.

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personnel who had job responsibilities related to academic, personnel and financial administration. The role of attorneys ranged from chief spokesman to advisor.

5. Only one university provided an intensive training program prior to negotiations for the group that prepared for bargaining and the negotiating team.

6. Generally, the institutions studied did not hire additional staff to assist in the preparations for and process of collective bargaining. Attorneys were employed, but they were from law firms previously retained by the universities. After the negotiation of a contract, five of the institutions developed new positions and staffed them with persons with job responsibilities related to faculty labor relations.

7. Only two universities planned extensively prior to negotiations. The other institutions generally reacted to union proposals.

8. There was no readily discernible relationship between the size of the bargaining unit and the procedures that were used in preparations for negotiations and during the bargaining process.

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Based on the findings of the study and the recommendations of the participants, a procedural model was developed for use by administrators as they prepare for negotiations and engage in collective bargaining with a faculty union.

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A STUDY OF THE PROCEDURES USED IN COLLECTIVE BARGAINING WITH FACULTY UNIONS IN PUBLIC COLLEGES AND UNIVERSITIES

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Alan Charles Coe

A THESIS

Submitted to
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for the degree of

DOCTOR OF PHILOSOPHY

Department of Administration and Higher Education

1972

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Dr. Louis C. Stamatakos for his critique of the study proposal and support during the past year;

And above all, my wife, Maurene!

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CHAPTER I

THE PROBLEM

Collective bargaining between employers and employee groups has permeated the private sector of the American economy and is growing in federal, state and local levels of government. In educational institutions, elementary and secondary school teachers have turned to union organizations for representation in negotiations with governing boards. Community college teachers have also sought representation and more recently collective bargaining has gained acceptance among a steadily increasing number of college and university faculty members.[1] While the appropriateness of collective bargaining in institutions of higher education can be debated, if current trends continue it may soon be a significant consideration in administering a college or university.

Statement of the Problem

Since 1960 several state legislatures have passed laws permitting employees in public educational institutions

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[1]Donald H. Wollett, "The Status and Trends of Collective Negotiations for Faculty in Higher Education," Wisconsin Law Review, No. 1 (1971), 2-4.

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to join organizations to bargain collectively over issues, such as wages, hours and conditions of employment. The National Labor Relations Board has also asserted its jurisdiction over most private schools. The effect of these and other events has been an increased interest in collective bargaining by faculty members and other professional employees. In many colleges and universities, governing boards and administrators are now legally required to bargain in good faith with faculty organizations.[2] As more states pass statutes permitting public employees to negotiate contracts, more educational institutions may be required to enter the arena of collective bargaining.

The American Association of University Professors, the American Federation of Teachers and the National Education Association have endorsed collective bargaining by faculty members.[3] If these employee groups continue to intensify their organizational efforts, acquire additional resources and gain a more experienced national leadership, unionism may expand more rapidly in the future. How to prepare for and work with this new phenomenon is a problem confronting governing boards and administrators.

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[2]Joseph W. Garbarino, "Faculty Unionism: From Theory to Practice," Industrial Relations, 11 (February, 1972), 1-2.

[3]Robert L. Jacobson, "AAUP Votes Overwhelmingly to Pursue Bargaining," The Chronicle of Higher Education, May 15, 1972, pp. 1-2.

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As of January 31, 1972, approximately eight, four-year universities and two state systems of higher education had negotiated a contract with a faculty organization.[4] By July 3, 1972, it was estimated that faculty members in four state systems of higher education and in thirty-seven four-year institutions had selected bargaining agents to represent them in negotiations.[5] Although the number of four-year colleges and universities that have a contract with the faculty is small, the growth of unions has been slow, but steady, and several institutions may soon be affected.[6] If this trend continues, collective bargaining will be a new dimension in the administration of these institutions.

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[4]Herbert Jackson, et al., "Report of the Ad Hoc University Committee on Collective Bargaining," Michigan State University, East Lansing, Michigan, January 31, 1972, p. 36. (Mimeographed.) Data cited throughout this study on union membership, the number of bargaining agents selected and the number of contracts negotiated should be considered as estimates and subject to rapid change.

[5]"Colleges and Universities Where Faculties Have Chosen Collective Bargaining Agents," The Chronicle of Higher Education, May 15, 1972, p. 2; "From the Campuses," The Chronicle of Higher Education, May 22, 1972, p. 4, and "Single Union Voted at City U. of N.Y.," The Chronicle of Higher Education, July 3, 1972, p. 5.

[6]Garbarino, "Faculty Unionism: Theory to Practice," 1. For evidence of student interest in unionism see William A. Sievert and Edward R. Weidlein, "Beneath the Surface of Calm: What?" The Chronicle of Higher Education, March 13, 1972, p. 5.

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The presence of a bargaining unit and contract has required those responsible for the governance of the university to establish new procedures for administering the employee-employer relationship. The procedures include those needed to prepare for negotiations and to engage in the collective bargaining process. Unless the labor-management model of employee relations from the private sector is accepted, there are few applicable precedents to guide colleges and universities in establishing these procedures.

Large and small schools have been involved in collective bargaining. The relationship between the size of the bargaining unit and the organizational procedures implemented by these institutions to accommodate a union-management relationship have not yet been determined.

Enabling legislation, the efforts of faculty groups, the increase in union membership and the negotiation of contracts have already had an effect on many schools. Although the organizational procedures implemented by institutions now involved in collective bargaining may not be entirely applicable to all universities, they may be instructive for schools in similar situations dealing with similar-sized bargaining units. Unfortunately, the benefits, if any, derived from such experience have not yet been the subject of a systematic analysis.

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Purpose of the Study

The purposes of this study are:

(1) To determine the role of state governmental agencies, institutional governing boards and presidents in the preparations for negotiations and during collective bargaining with a predominantly faculty union;

(2) To determine the organizational procedures used to prepare for collective bargaining with a predominantly faculty union;

(3) To determine the organizational procedures used in collective bargaining with a predominantly faculty union;

(4) To determine the relationship between bargaining unit size and the organizational procedures used to prepare for negotiations and during collective bargaining with a predominantly faculty union.

Nature of the Study

This study is of an exploratory nature. According to Kerlinger, the exploratory study "seeks what is rather than predicts relations to be found."[7] Little evidence exists to suggest that colleges and universities have been scrutinized with regard to the organizational procedures

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[7]Fred N. Kerlinger, Foundations of Behavioral Research (New York: Holt, Rinehart and Winston, Inc., 1965), p. 388.

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used to prepare for negotiations and during the collective bargaining process. The role of state governmental agencies, the institution's governing board and the president in these processes and the relationship between organizational procedures and bargaining unit size have not yet been studied.

In order to accomplish the purposes of this study, two major areas will require investigation: (1) the preparations for collective bargaining and (2) the collective bargaining process. The first aspect of this study will seek information within each of these two areas in terms of the following five dimensions:

(1) The personnel involved in the preparations for negotiations and collective bargaining process;

(2) The staff additions needed for the preparations for negotiations and collective bargaining process;

(3) The training provided personnel involved in the preparations for negotiations and collective bargaining process;

(4) The planning undertaken during the preparations for negotiations and collective bargaining process;

(5) The information used in the preparations for negotiations and collective bargaining process.

Recommendations for other colleges and universities will also be sought in terms of these five organizational procedures.

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The relationship, if any, between these organizational procedures and the size of the bargaining unit will also be determined. Finally, the participation of state governmental agencies, institutional governing boards and presidents in the preparations for negotiations and the collective bargaining process will be ascertained.

Need for the Study

Only recently have scholars become interested in and administrators concerned about union activity in higher education. There is a need to know more about the subject. Ferguson states:

> An appeal is made here for some institution to undertake the role of collecting labor relations statistics involving the American campus. On our nation's campuses the ever-increasing organizational efforts among the non-academic groups and the apparent increase in organizational efforts by academic groups, whether along traditional bargaining concepts or modified versions, or involving new concepts of relationships place a real burden upon the practitioner responsible for campus legal labor relations.[8]

Ferguson's appeal was in 1968. It has only partially been heeded.

Among the more active scholars to study collective bargaining in education has been Donald H. Wollett. A concern of this scholar is the impact of collective bargaining on the management of educational institutions.

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[8]Tracy H. Ferguson, "Collective Bargaining in Universities and Colleges," Labor Law Journal, 19 (December, 1968), 804.

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Wollett recently shared Ferguson's view stating that "one of the most surprising facts of collective negotiations in higher education is the paucity of reliable information."[9] It is hoped that this study will add to the general understanding of the effect of collective bargaining on the administration of colleges and universities.

There are several specific reasons why this study should be undertaken. As of January 31, 1972, there were at least five public four-year institutions and two statewide systems of higher education that were operating under the provisions of a contract with a predominantly faculty union. These institutions provide an excellent opportunity to conduct an early study on any new organizational procedures that may be required as a result of collective bargaining.

Furthermore, an institution which is confronted with a union request to negotiate a contract may be able to benefit from this study. The past practices of colleges and universities that have been involved in collective bargaining may be a source of guidance for institutions preparing for this type of employer-employee relationship.

As a result of this investigation, administrators may benefit from the experiences of others. If administrators can learn from the recommendations of their

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[9]Wollett, "Status and Trends," 9.

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colleagues, the possibility of making uncertain or erroneous decisions may be reduced. And as administrators learn from the experiences of others, the potential for interruption in the institution's educational mission and possible damage to faculty-administrator relationships may be reduced or eliminated.

Another reason for undertaking this investigation is to provide information to administrators in colleges and universities that have contracts but are experiencing problems in bargaining with a union. It is anticipated that the findings of this study may provide information on alternate organizational procedures for accommodating a union and may stimulate thinking and provide decision-making alternatives for administrators who are not satisfied with their relationship with a faculty union.

The national positions of the various faculty groups have been thoroughly discussed in the literature. However, little is known of the relationship between the size of a bargaining unit in an institution and organizational procedures. For example, is bargaining unit size a factor in determining if additional labor relations personnel should be employed? A determination of the existence of this relationship, if any, may provide information for planning in colleges and universities that have a contract but are enlarging their faculty or for those institutions which may eventually engage in collective bargaining.

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Williams suggests research on the role of the administrator in collective bargaining.[10] Bylsma has raised an issue concerning the kind of administrative personnel that are involved in collective bargaining.[11] Is a new group of administrators emerging to work with faculty bargaining? Are they labor attorneys, academic deans or personnel specialists? What training, if any, should be provided to those involved in collective bargaining? What is the role of state governmental agencies, the institution's governing board and the president in collective bargaining? Administrators confronted with a faculty union in the future will need the answers to these questions.

It is anticipated that this study might add to the general understanding of the effect of collective bargaining on administering institutions of higher education and provide information which may be helpful to administrators who are experiencing problems in negotiating with a faculty union or who someday may have to implement organizational procedures to accommodate a union-management relationship.

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[10] Douglas F. Williams, "A Study of the Organizational Procedures for Collective Negotiations in Fifteen Selected Michigan Community Colleges" (unpublished Ph.D. dissertation, The University of Texas, 1970), p. 149.

[11] Donald Bylsma, Jr., "Changes in Organizational Structure of Selected Public Community Colleges in Michigan Since 1965" (unpublished Ph.D. dissertation, The University of Michigan, 1969), p. 122.

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Definition of Terms

Bargaining Agent (bargaining representative).--The organization selected by employees in the bargaining unit as their exclusive representative for the purposes of collective bargaining. Bargaining agents are either recognized voluntarily by employers or designated by government agencies.

Bargaining Unit.--An employee group having related skills and/or interests which is the appropriate unit for representation by an organization in collective bargaining. Bargaining units are either recognized voluntarily by employers or designated by government agencies.

Certification.--Formal designation of a union as the exclusive bargaining agent for employees in a bargaining unit by an appropriate government agency.

Collective Bargaining (bargaining, collective negotiations, negotiations).--A process in which employee and employer representatives exchange offers in good faith in order to agree on the employment relationship.

Contract (agreement).--A binding agreement between employees in the bargaining unit and their employer specifying the nature of the employment relationship. It is usually written and effective for a definite period of time.

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Exclusive Bargaining Rights (exclusive representative).--The right of the union designated as the bargaining agent to bargain collectively for all employees, including nonmembers, in the bargaining unit.[12]

Assumption of the Study

This study is based on the assumption that four-year colleges and universities that have ratified a contract with a faculty union had to implement organizational procedures to prepare for negotiations and to engage in the collective bargaining process.

Limitations of the Study

In view of the nature of this study and the procedures used, the following limitations may affect the results:

(1) Intentional response bias by participants;

(2) Respondents may not be able to adequately or accurately reflect their intent at the time of response;

(3) The full range of organizational procedures may not be elicited through the research technique;

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[12]These definitions have been adapted from Labor Law Course (15th ed.; Chicago: Commerce Clearing House, Inc., 1965), pp. 299-328; Myron Lieberman and Michael H. Moskow, Collective Negotiations for Teachers (Chicago: Rand McNally and Co., 1966), pp. 415-30.

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(4) State laws regulating collective bargaining, employers and unions vary and are subject to change;

(5) Not all variables can be adequately controlled;

(6) The dynamics of the collective bargaining process and union-employer relationship will not be studied.

Overview of the Study

In Chapter I, the need for this investigation and its purposes, nature, assumptions and limitations were introduced. The literature related to this study is reviewed in Chapter II. In the third chapter, the research design used in this study is described. The findings of the study are presented in Chapter IV. In Chapter V, the study is summarized and findings and conclusions are presented. The final chapter also includes suggestions for further research and guidelines for preparing for negotiations and engaging in the collective bargaining process are developed.

Chapter II is divided into two parts. Part I focuses on the developments leading to the emergence of collective bargaining in higher education and its current status in colleges and universities. In Part II, the research related to the purpose of this study is reviewed.

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CHAPTER II

REVIEW OF THE LITERATURE

In this chapter the background of the union movement in higher education will be presented. Research studies related to collective bargaining in colleges and universities will also be reviewed.

Part I

Collective Bargaining in Higher Education

The struggle of employees in the American labor force to take collective action to improve their wages, hours and conditions of employment has a long history. Today collective bargaining has permeated the private sector and has won acceptance from individuals in public employment, including many of those in educational institutions. The purpose of this section is to review the developments leading to the expansion of collective bargaining into institutions of higher education and to examine the current status of union activity in colleges and universities.

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The Expansion of Collective Bargaining Into Public Employment

Although there were sporadic attempts at collective action by employees in the private sector as early as 1741, the first union was probably the Philadelphia Cordwainers established in 1794. Other early employee groups were the various city federations (circa 1828), the Typographical Union (1850), the Noble Order of the Knights of Labor (1869) and the American Federation of Labor (AFL, 1881).[13] The effectiveness of these organizations was largely determined by the attitudes of legislators, the judiciary and the public toward labor unions and by the economic and social conditions of the country.[14]

The early history of the American labor movement was beset by turbulance, and judicial opinions varied as to the legal status of employee organizations. Legislation, such as the Sherman Act (1890), the Clayton Act (1914), the Railway Labor Act (1926), the Norris La-Guardia Act (1932) and the National Industrial

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[13] Labor Law Course, pp. 1,052-54.

[14] For a thorough analysis of the legal aspects of the American labor movement in its early years see Charles O. Gregory, Labor and the Law (2nd ed.; New York: W. W. Norton Co., 1960), pp. 52-157.

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Recovery Act (1933) did not result in industrial peace.[15] By 1935 the need for strong federal intervention in labor relations was incontrovertibly established, and the National Labor Relations Act (NLRA) was passed by Congress. The NLRA guaranteed employees in industries involved in inter-state commerce the right to join unions to bargain with their employers over wages, hours and conditions of employment. Unfair labor practices were specified for employers, and the National Labor Relations Board (NLRB) was established to administer the Act.[16] This legislation stimulated the growth of unions in the private sector, and by 1969 union membership was estimated at over 19 million persons.[17]

The interest in unionism in private employment was accompanied by similar activity in the public sector. Skilled employees in Naval shipyards (circa 1800) and the Government Printing Office (circa 1860) were the first to establish organizations in the federal service, and

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[15]For a discussion of the various statutes governing labor unions prior to 1935 see Labor Law Course, pp. 1,511-14; Gregory, Labor and the Law, pp. 158-223.

[16]Act of July 5, 1935, ch. 372, 49 Stat. 449-57, Public Law 198. The NLRA has often been referred to as the Wagner Act.

[17]U.S., Department of Labor, Bureau of Labor Statistics, Directory of International Labor Unions in the United States, 1969 (Washington, D.C.: Government Printing Office, Bulletin No. 1665, 1970), p. 65.

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19 *Lieberm...*
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the National Association of Letter Carriers (1890) was the first of several groups in the heavily organized Post Office. Although these early federal employee unions engaged in work stoppages, their effectiveness was limited; they served primarily as fraternal organizations. The government's position regarding these groups ranged from tolerance to hostility. Lobbying was eventually prohibited by Presidents Taft and Roosevelt.[18]

In 1912 the Lloyd-LaFollette Act established the legal parameters for employee organizational activity in the federal service. This statute permitted employees to join organizations and lobby before Congress, but it did not provide for certification and recognition.[19] Federal employee unionism grew gradually during the next thirty years, and several new organizations were established including the National Federation of Federal Employees (1917) and the American Federation of Government Employees (1932), currently the largest groups exclusive of those in the Post Office. Lobbying activities, particularly by the numerous postal unions, increased in the 1950's.[20]

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[18]Richard J. Murphy, "The Federal Experience in Employee Relations," in The Crisis in Public Employee Relations in the Decade of the Seventies, ed. by Richard J. Murphy and Morris Sachman (Washington, D.C.: The Bureau of National Affairs, 1970), p. 1.

[19]Lieberman and Moskow, Collective Negotiations for Teachers, p. 96.

[20]Murphy, "Federal Experience in Employee Relations," pp. 1-3.

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Membership in federal employee unions was roughly parallel to that of unions in private industry through 1961.[21]

During the 1940's some collective bargaining did occur in the federal government. Agencies involved were the Department of Interior, the Boston Post Office, the Government Printing Office and the Tennessee Valley Authority.[22] The statutory support for these efforts was non-existent except for the Lloyd-LaFollette Act. Congressional labor legislation including the NLRA excluded organizations in the federal service; and the Taft-Hartley Act, passed in 1947, forbade strikes by government employees.[23] For several years United States Representative George M. Rhodes introduced AFL sponsored bills supporting recognition, binding arbitration and grievance resolution procedures for federal employees. This legislation failed to win Congressional support.[24]

There was some union activity by state employees; and in 1938, 32 per cent of the cities with a population

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[21]Michael H. Moskow, Joseph J. Loewenberg, and Edward C. Koziara, Collective Bargaining in Public Employment (New York: Random House, Inc., 1970), p. 32.

[22]Ibid., pp. 36-37.

[23]Labor Management Relations Act, 1957, Act of June 23, 1947, Public Law 101. This amendment to the NLRA also specified unfair labor practices for unions.

[24]Murphy, "Federal Experience in Employee Relations," p. 3.

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[25] Richard ...
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of 10,000 or more had one or more unions. There was little evidence of bargaining at the state or local level until the 1950's when forms of negotiation emerged in Philadelphia, New York City and New Haven, Connecticut. By 1960, the American Federation of State, County and Municipal Employees had negotiated an estimated 292 collective bargaining agreements.[25]

Accompanying the early organizational efforts by employees in the federal service was the establishment of the American Federation of Teachers (AFT), the National Education Association (NEA) and the American Association of University Professors (AAUP). The original purposes of the AFT and NEA have little in common with their present positions on collective bargaining. They have become strong advocates of this type of employee-employer relationship, and the AAUP has recently endorsed collective bargaining.[26]

The National Teachers Association was founded by ten state teachers associations in 1857 to "elevate the character and advance the interests of the profession of

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[25]Richard J. Murphy, "The State and Local Experience in Employee Relations," in Crisis in Public Employee Relations, p. 15.

[26]Jacobson, "AAUP Votes Overwhelmingly to Pursue Bargaining," pp. 1-2.

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27 *Edgar B.*
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28 *Ibid.*, p...

30 *Ibid.*, p...

teaching and to promote the cause of popular education."[27] This group became the NEA in 1870 and included other state teachers groups--the American Normal School Association, the National Association of School Superintendents and the Central College Association.[28] The Central College Association eventually became the Department of Higher Education, which was disbanded in 1924 but then re-established in 1943. The Department became the Association for Higher Education in 1952, with membership composed of administrators and professors from colleges and universities.[29] Membership in the NEA grew gradually from 170 members in 1870 to over 600,000 in 1956.[30]

The nucleus of the AFT emerged in 1916 when several independent teachers organizations merged intent on securing a charter from the American Federation of Labor. The objectives of the group were to raise the standards of the teaching profession. And a great deal of emphasis was placed on the teacher's classroom freedom and economic well-being. The Federation affiliated

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[27] Edgar B. Wesley, NEA: The First Hundred Years (New York: Harper and Brothers, 1957), p. 13.

[28] Ibid., p. 44.

[29] Ibid., pp. 104-05.

[30] Ibid., p. 397.

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with the AFL in 1919 but received little assistance from that group in recruiting members.[31] Membership grew slowly, except during the depression,[32] and by 1956 the AFT had approximately 50,535 members.[33]

In a study of the development of the AFT in higher education, Lester found that although the Federation had issued charters to college locals prior to 1960 the growth of these groups was irregular and they also lacked a union orientation.[34]

The AFT's affiliation with the AFL gave it a militant image, and by 1935 the organization advocated collective bargaining for teachers. Prior to that time, its members supported teacher councils and greater participation in policy formulation. The NEA conceived of itself as a professional association working to improve

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[31]Robert E. Doherty and Walter E. Oberer, School Boards and Collective Bargaining: A Changing of the Guard (Ithaca, N.Y.: New York State School of Industrial and Labor Relations, 1967), p. 24.

[32]Ibid.

[33]T. M. Stinnett, Turmoil in Teaching (New York: The MacMillan Co., 1968), p. 26.

[34]Jeannette A. Lester, "The American Federation of Teachers in Higher Education: A History of Union Organization of Faculty Members in Colleges and Universities" (unpublished Ed.D. thesis, The University of Toledo, 1968, Dissertation Abstracts, 29 [1969] 2,930A).

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the quality of American education. The NEA's support for collective bargaining did not emerge until after 1960.[35]

In their early years, the AFT and NEA gave little attention to college and university faculty who by the late nineteenth century and early 1900's were becoming increasingly concerned about academic freedom and tenure. The AAUP was founded in 1915 to protect faculty rights in these areas. The 1920 "Report of Committee T on Place and Functions of Faculties in University Governance" recommended that faculty members have "power of initiative and right of consent in all matters of educational policy."[36]

According to Strauss, "The founders' purpose was to protect the academic freedom of individuals against unjust discharge, but they were also interested in developing the occupation of professor into a profession closely modeled on that of the 'true professions,'

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[35]Michael H. Moskow, Teachers and Unions (Philadelphia: University of Pennsylvania, 1966), p. 107. Richard E. Petersen found in "An Analysis of the Goals of the American Federation of Teachers" (unpublished Ed.D. thesis, St. John's University, 1967, Dissertation Abstracts, 28 [1968], 4,388A-4,389A) that between 1915 and 1964 the goals of the AFT and NEA were similar. However, their methods for accomplishing these goals differed.

[36]"Report of Committee T on Place and Functions of Faculties in University Government and Administration," American Association of University Professors Bulletin, 6 (May, 1920), 25.

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[37] George S... National Associati... 1963), 129.

[38] Walter ... AAUP Bulletin, 51 ...

[39] Strauss, ...

[40] Moskow, ... Bargaining in Public ...

medicine and law. . . . "[37] Primary attention was given to academic freedom and tenure,[38] and there was little concern for economic issues until 1959.[39] The Association preferred to participate in the governance of the institution through faculty senates. Collective bargaining was not considered an appropriate activity for professors.

Little evidence exists to suggest that faculty members were involved in collective bargaining before 1960. The AAUP sought alternate modes for making their interests known, while the AFT and NEA had not by then focused their efforts on higher education. In elementary and secondary schools, the NEA philosophy did not support collective bargaining; and the AFT was limited by its understanding of the ramifications of this type of relationship.[40] However, some collective bargaining activity has been reported in educational institutions prior to 1960. In the early 1950's the Connecticut Education Association had developed a negotiation

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[37]George Strauss, "The AAUP as a Professional Occupational Association," Industrial Relations, 5 (October, 1965), 129.

[38]Walter P. Metzger, "Origins of the Association," AAUP Bulletin, 51 (June, 1965), 236.

[39]Strauss, "Professional Occupational Association," 131.

[40]Moskow, Loewenberg, and Koziara, Collective Bargaining in Public Employment, pp. 142-47.

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procedure known as cooperative determination.[41] According to Charles T. Schmidt, Jr., "there are probably thousands of examples of some type of consultations between teachers and boards of education over the past fifty years or more."[42] Other signs of concerted activity were 105 strikes by teachers between 1941 and 1961.[43]

In institutions of higher education, union activity was limited to non-academic employees. In a 1970 survey of 131 colleges and universities by TenBoer, 5 institutions reported that they had informally recognized unions before 1942. By 1959 employee groups were recognized on a total of 41 campuses,[44] and the College and University Personnel Association reported that in 1949, 11 of 42 surveyed schools had contracts with 14 different unions. In 1958 contracts had been signed in 28 of the 136 institutions surveyed.[45] Despite these early signs of union activity,

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[41]Stinnett, Turmoil in Teaching, p. 9.

[42]Charles T. Schmidt, Jr., "Collective Negotiations: An Overview," in A Guide to Collective Negotiations, by Charles T. Schmidt, Jr., Hyman Parker, and Bob Repas (East Lansing, Mich.: Social Science Research Bureau, 1967), p. 3.

[43]Stinnett, Turmoil in Teaching, p. 33.

[44]Martin H. TenBoer, "A Study of the Extent and Impact of Organized Labor in Colleges and Universities," The Journal of the College and University Personnel Association, 22 (December, 1970), 43-44.

[45]College and University Personnel Association, Personnel Practices in Colleges and Universities, 1949,

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the state statutory support for negotiated agreements in elementary and secondary schools and colleges and universities was almost non-existent.

The Legal Status of Collective Bargaining in Higher Education

Prior to 1960 there was little statutory support for collective bargaining by employees in educational institutions. Federal legislation was not applicable to public colleges and universities, and the NLRB seldom extended its jurisdiction to private schools. Before 1962 no school board was required by a state law to negotiate with a teacher organization.[46]

State judiciaries provided only limited support for bargaining activity. In the 1951 Connecticut case of the Norwalk Teachers' Association v. Board of Education of City of Norwalk, the court held that the teachers could organize but that the Board was not required to negotiate. The court also ruled that while the Board could arbitrate some issues, it could not surrender legal responsibilities delegated by the

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pp. 26-27; College and University Personnel Association, Personnel Practices in Colleges and Universities, 1958, pp. 62-63, cited by TenBoer in "Extent and Impact," 41.

[46] Moskow, Loewenberg, and Koziara, Collective Bargaining in Public Employment, p. 131.

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Three arguments were generally accepted by the courts to deny teachers the right to bargain. The first was the doctrine of sovereign immunity, which suggested that individuals or groups cannot compel the state to enter into any involuntary activity such as collective bargaining. A second position was based on the assumption that strikes were essential to collective bargaining and that public employees did not have the right to withhold their services. The final argument was that "delegated powers may not be delegated." The essence of this position was that determining the conditions of public employment was the function of the state legislature and could not be delegated to a lesser governmental unit. Although there were several counter arguments to these positions, they did not negate the judicial limitations placed on collective bargaining activity by groups in the public sector.[48]

Employee groups in private colleges and universities, like their counterparts in public institutions, received very little legal support for union activity.

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[47] Norwalk Teachers' Association v. Board of Education of City of Norwalk, 83 A. 2d 482 (Conn. 1951).

[48] Moskow, Teachers and Unions, pp. 39-45.

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Unions in the private sector are governed by the National Labor Relations Act which is applicable to employees involved in interstate commerce and does not cover individuals over whom the state has jurisdiction, i.e., public employees. Private educational institutions are not expressly excluded from the NLRA, and the NLRB has discretionary authority for determining whether an organization is covered by the provisions of the statute.

During its 36-year history the NLRB has been petitioned on numerous occasions primarily by non-academic employee organizations requesting that a certification election be held in a private college or university. When deciding these cases, the interstate commerce criteria have not been the sole standard used by the NLRB in determining whether the institution was subject to the NLRA. In the case of the Trustees of Columbia University and Community Social Agency Employees, Local 1707, the Board ruled that the activities of the University affected interstate commerce. However, the agency concluded that:

> Under all circumstances, we do not believe that it would effectuate the policies of the Act for the Board to assert its jurisdiction over a nonprofit, educational institution where the activities involved are noncommercial in nature and intimately connected with the charitable purposes and educational activities of the institution.[49]

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[49]The Trustees of Columbia University in the City of New York and Community and Social Agency Employees, Local 1707 (C10), 97 NLRB 72 (December 11, 1951),

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During the 1950's and 1960's the NLRB generally refused to assert its jurisdiction over private, non-profit educational institutions. Exceptions to this policy involved colleges and universities receiving financial support from privately owned companies involved in interstate commerce.[50] Petitions from employee groups in schools which were partially funded by the federal government were decided on a case-by-case basis by the Board.[51]

Prior to 1960 the legal support for collective bargaining by employee groups in public and private

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29 Labor Relations Report Manual 1098 (1952). (Hereinafter referred to as LRRM.) For an application of similar reasoning by the Board see Carnegie Institute of Technology (June 1, 1953), 32 LRRM 1310 (1953).

[50]See Henry Ford Trade School and Ford Industrial Education Association, 63 NLRB 1134 (September 25, 1945), 17 LRRM 55 (1946); Illinois Institute of Technology and District No. 8, International Association of Machinists, 81 NLRB 31 (January 18, 1949), 23 LRRM 1312 (1949); Port Arthur College and International Brotherhood of Electrical Workers (AFL), 92 NLRB 40 (November 20, 1950), 27 LRRM 1055 (1951); California Institute of Technology and International Brotherhood of Electrical Workers, Local Union 11 (AFL), 102 NLRB 137 (February 13, 1953), 31 LRRM 1435 (1953).

[51]Compare Massachusetts Institute of Technology (Lincoln Laboratory) and Independent Union of Plant Protection Employees in the Electrical and Machine Industry, 110 NLRB 232 (December 15, 1954), 35 LRRM 1297 (1955); Woods Hole Oceanographic Institution and Seafarers International Union, Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO, 143 NLRB 60 (June 28, 1963), 53 LRRM 1296 (1963) with University of Miami, Institute of Marine Science Division and Seafarers International Union of North American, Atlantic, Gulf, Lakes and Inland Waters District, AFL-CIO, 146 NLRB 169 (May 6, 1964), 56 LRRM 1085 (1964).

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colleges and universities was almost nil. The policies of the NLRB did not encourage union activity in private schools, and laws covering employees in public educational institutions were non-existent. However, changes in the milieu were taking place; and as a result NLRB and state statutory support for collective bargaining was to be forthcoming in the 1960's.

During the 1960's the interest in and pressure for state statutes granting public employees the right to bargain intensified. Several complex and interrelated factors influenced the attitudes of legislators and the public and contributed to changes in public employment legislation. The new statutes were more supportive of collective bargaining by individuals in the public sector.

Several states were influenced by the actions of the federal government. In the federal service the relationship between management and employee groups was chaotic. There was a proliferation of organizations and varying degrees of recognition, and a multiplicity of bargaining practices existed. Then in 1961, President John F. Kennedy, who had supported the recognition of federal employee organizations as a Senator,[52] appointed the Task Force on Employee-Employer Relations in the

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[52]Murphy, "Federal Experience in Employee Relations," p. 3.

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Federal Service. The recommendations of this group[53] were included in Executive Order 10988 issued by the President on January 17, 1962.[54]

The Executive Order established recognition procedures for employee organizations, authorized the negotiation of written agreements and contained a strong management rights clause. The Order not only resulted in increased union activity by federal employees but also had the effect of stimulating several states to pass statutes similar in purpose for employees in the public sector.[55]

Several other important considerations contributed to a climate conducive to change:

1. Public employees were no longer generally considered as political appointees serving as parasites of society. They were seen as performing many vital functions.

2. The number of individuals in public employment had grown and the nature of their services had become increasingly essential to society.

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[53]U.S. President's Task Force on Employee-Management Relations in the Federal Service, A Policy for Employee Management Cooperation in the Federal Service (Washington, D.C.: Government Printing Office, 1961).

[54]Executive Order 10988 was modified by President Nixon's Executive Order 11491, October 29, 1969.

[55]Moskow, Loewenberg, and Koziara, Collective Bargaining in Public Employment, p. 135.

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3. The nature of the services performed and the quality and preparation of public employees had become increasingly professional.

4. Government at all levels had to become more competitive with private and other public institutions for competent individuals.

5. Public employees were no longer viewed as servants or second-class citizens.

6. There was unrest, aggressiveness and militant action among professional governmental employees.[56]

These factors contributed to a change in public attitudes concerning the nature of the work performed, the labor force composition and the rights of individuals in public employment. In addition to the changing milieu, other considerations contributed to the enactment of legislation permitting collective bargaining by public employees.

Michigan was one of the first states to pass a law allowing collective bargaining by groups in

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[56]Stinnett, Turmoil in Teaching, pp. 31-34.

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[58] Charles
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educational institutions. Hartman[57] and Schmidt[58] concluded that the efforts of labor unions and the support and leadership of the Michigan Democratic Party were important factors in the passage of this statute. The Michigan Federation of Teachers, an AFT affiliate also lobbied for legislation[59] and the Michigan Educational Association supported a negotiations bill.[60] According to Moskow the NEA sponsored collective bargaining legislation in fifteen states in 1965,[61] and Mayhew reported that faculty groups have been involved in the passage of statutes in over ten states.[62]

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[57]Frank H. Hartman, "The Political Evolution of Public Act 379 of the 1965 Michigan Legislature" (unpublished Ph.D. dissertation, The University of Michigan, 1968), pp. 115-21.

[58]Charles T. Schmidt, Jr., "Organizing for Collective Bargaining in Michigan Education: 1965-1967" (unpublished Ph.D. dissertation, Michigan State University, 1968), p. 233.

[59]"State and Local News: Michigan," Government Employee Relations Report, 75 (February 15, 1965), B-2.

[60]"Negotiating Procedure for Teachers, Local School Boards Proposed by Michigan Education Association," Government Employee Relations Report, 76 (February 22, 1965), B-1.

[61]Moskow, Teachers and Unions, p. 105.

[62]Lewis B. Mayhew, "Faculty Demands and Faculty Militance," The Journal of Higher Education, 40 (May, 1969), 339.

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Wisconsin (1962) was the first state to provide statutory support for collective bargaining in educational institutions. In 1965, California, Massachusetts, Michigan, Oregon and Washington passed legislation governing negotiations by employees in colleges and universities. Rhode Island (1966), New York (1967) and Minnesota (1967) soon followed. In addition to these states, laws applicable to employees in institutions of higher education have since been enacted in Alaska, Delaware, Hawaii, Maine, Minnesota, Nebraska, Nevada, New Hampshire, New Jersey, North Dakota, Pennsylvania, South Dakota and Vermont.[63]

The legislation varied in its coverage of other public employees, the scope of negotiations, impasse procedures and administrative provisions for implementation and enforcement. Some of the laws provided for meet and confer arrangements between employee and employer, while others permitted bargaining and written agreements. The Massachusetts, Michigan and Wisconsin statutes were similar to the National Labor Relations Act. Strikes were permitted in Hawaii and Pennsylvania, and the

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[63]Frederick R. Livingston and Andrea S. Christensen, "State and Federal Regulation of Collective Negotiations in Higher Education," Wisconsin Law Review, No. 1 (1971), 102.

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New Hampshire law was applicable only to non-academic employees of the State University.[64]

Recent decisions by the NLRB have also supported collective bargaining by employees in private colleges and universities. In the 1970 case of Cornell University, et al. and Association of Cornell Employees--Libraries, et al., the Board reversed its earlier policy of not asserting jurisdiction in private, non-profit educational institutions. A representation election was ordered among non-supervisory and non-professional employees. The rationale for the decision was based on the following:

1. The NLRB has statutory jurisdiction over non-profit educational institutions whose activities affect commerce.

2. Section 14(c) of the Landrum-Griffin Act was interpreted as a Congressional policy favoring and encouraging jurisdiction over employers affecting commerce in that limits were placed on the Board's authority to decline jurisdiction in such cases.

3. Although the primary purpose of the institution was educational, to carry out such purposes it

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[64]For an analysis of various state statutes see Livingston and Christensen, "State and Federal Regulation," 101-09; Moskow, Loewenberg, and Koziara, Collective Bargaining in Public Employment, pp. 131-32.

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had become involved in activities that affected commerce, e.g., real estate and securities investment, housing and food services, large operational expenditures.

4. Increased Federal financial involvement in education was paralleled by governmental concern that employees in the non-profit sector be afforded the same opportunities as those in the profit sector of the economy.

5. The growth of labor unions in educational institutions, coupled with the fact that many states did not have labor codes, required that some agency assert jurisdiction if the activity affects commerce in order to ensure an orderly national labor policy, i.e., reduce strikes, disputes.

The Board stated that it was not prepared to establish jurisdictional standards for future decisions and would instead proceed on a case-by-case basis.[65]

In December of 1970 the NLRB established a more aggressive policy with respect to the application of the NLRA to private colleges and universities. The Board stated that it would assert its jurisdiction in cases

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[65]Cornell University, et al. and Association of Cornell Employees-Libraries, et al., 184 NLRB 41 (June 12, 1970), 74 LRRM 1296 (1970).

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involving private non-profit educational institutions which have "a gross annual revenue of at least $1,000,000 for operating expenses."[66] Faculty groups in several private schools petitioned the Board requesting that representation elections be held, and the agency ordered elections in several of these cases.[67] However, the NLRB has indicated that it would continue to proceed on a case-by-case

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[66]National Labor Relations Board, "Jurisdictional Standards Applicable to Private Colleges and Universities, Notice of Issuance of Rule," Washington, D.C.: National Labor Relations Board, No. D4649, November 30, 1970. (Mimeographed.) The NLRB stated in "NLRB Sets $1 Million Jurisdictional Standard for Private Nonprofit Colleges and Universities," Washington, D.C.: National Labor Relations Board, December 3, 1970. (Mimeographed news release, R1183) that the standard would cover approximately 80 per cent of all non-profit colleges and universities.

[67]See Long Island University (Brooklyn Center) and United Federation of College Teachers, Local 1460, American Federation of Teachers, AFL-CIO, 189 NLRB 110 (April 20, 1971), 77 LRRM 1006 (1971); C. W. Post Center of Long Island University and United Federation of Teachers, Local 1460, American Federation of Teachers, AFL-CIO, 189 NLRB 109 (April 20, 1971), 77 LRRM 1001 (1971); Fordham University and American Association of University Professors, Fordham University Chapter and Law School Bargaining Committee, 193 NLRB 23 (September 14, 1971), 78 LRRM 1177 (1972); University of Detroit and University of Detroit Chapter--American Association of University Professors, 193 NLRB 95 (October 6, 1971); Manhattan College and American Association of University Professors, Manhattan Chapter, 195 NLRB 23 (January 25, 1972), 79 LRRM 1253 (1972); Adelphi University and Adelphi University Chapter, AAUP, 195 NLRB 107 (February 29, 1972), 79 LRRM 1545 (1972).

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Why Faculty Members Unionize

Although enabling legislation has been an important condition for the existence of collective bargaining, it has not been a sufficient reason for completely explaining the expansion of unionism into colleges and universities. Several causal factors motivated faculty members to view collective bargaining as an appropriate activity.

The AAHE-NEA Task Force on Faculty Representation and Academic Negotiations cited several reasons for faculty restiveness:

1. Rising expectations due to an improved economic and social status have resulted in faculty members demanding professional prerogatives, such as participation in establishing policies that govern their performance.

2. Universities, which were formerly small teachers colleges, have often lacked forms for faculty

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[68]National Labor Relations Board, "Petition for Proceedings for Rule-Making in Representation Cases Involving Faculty Members in Colleges and Universities," American Association of University Professors (Petitioner), Order Denying Petition, Washington, D.C.: National Labor Relations Board, July 16, 1971. (Mimeographed.) The NLRB decision was in response to a petition from the AAUP to establish guidelines for the determination of bargaining unit composition in private colleges and universities.

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participation in governance. New faculty members in these institutions may have strong opinions about their rights and have often had negative reactions to those administrators who continue to use autocratic techniques they acquired in their secondary school backgrounds.

3. The emergence of statewide systems of higher education has diluted faculty influence in decision-making. These systems have diffused authority, and it has often been difficult to identify the locus of decision-making power. Faculty members have felt that they have lost control over decisions that affect them.

4. The rapid expansion of higher education has resulted in an influx of new instructors who view peer evaluations as a method used by senior professors to maintain departmental control.

5. Controversies have developed over class assignments and work schedules in rapidly growing institutions, and the need for adequate office space and secretarial assistance has continued to be a concern of faculty members.[69]

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[69]American Association for Higher Education-National Education Association, Report of Task Force on Faculty Representation and Academic Negotiations, Faculty Participation in Academic Governance (Washington, D.C.: American Association for Higher Education, 1967), pp. 10-13.

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The Task Force concluded that the main causes of discontent were due to the faculty's increased desire to participate in the formulation of policies affecting them and a feeling that they were losing decision-making prerogatives in statewide systems of higher education. Personnel and economic issues were relegated to secondary importance. Faculty discontent was most evident in junior colleges and in new or "emerging" universities.[70]

Legislative actions have enhanced the development of union activity in colleges and universities. According to Brown[71] and McHugh[72] the enactment of state statutes authorizing collective bargaining by public employees has encouraged its growth, and Garbarino has stated that these laws have presumed that this kind of employee-employer relationship will develop.[73]

The characteristics of the institution have influenced faculty interest in unionism. Haehn found

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[70] Ibid., p. 1.

[71] Ralph S. Brown, Jr., "Collective Bargaining in Higher Education," Michigan Law Review, 67 (Spring, 1969), 1,067.

[72] William F. McHugh, "Collective Bargaining with Professionals in Higher Education," Wisconsin Law Review, No. 1 (1971), 57.

[73] Joseph W. Garbarino, "Precarious Professors: New Patterns of Representation," Industrial Relations, 10 (February, 1971), 6.

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that in California State Colleges faculty support for unionism was associated with the very large colleges, substantial increments in growth and a metropolitan location. No significant differences in support were related to the extent of centralized decision-making and administrative leadership style in the institution nor in the rate of growth and quality of the college.[74]

The threat of repressive legislation against militant faculty members has led some to seek protection in labor organizations.[75] The fear of conservative state, social and fiscal policies has contributed to faculty militance.[76] In private educational institutions, the interest in unions has been stimulated by the expanded jurisdictional standard of the NLRB.[77]

The actions of governing boards have contributed to the growth of faculty organizations. For example, Lieberman noted that unilateral policy formulation, interpretation and implementation by governing boards

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[74]James O. Haehn, "A Study of Trade Unionism Among State College Professors" (unpublished Ph.D. dissertation, University of California, Berkley, 1969, Dissertation Abstracts, 30 [1970], 4,580A).

[75]Ralph S. Brown, "Collective Bargaining for the Faculty," Liberal Education, 56 (March, 1970), 75.

[76]Mayhew, "Faculty Demands," 346.

[77]Garbarino, "Precarious Professors," 6.

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and the lack of a grievance procedure in these areas has led to an interest in collective bargaining.[78] The deterioration of faculty-board relationships and a struggle for decision-making power in the institution has also led to the growth of unionism.[79]

Faculty members have joined unions for the purpose of securing power equal to that held by administrations,[80] and inappropriate reactions by administrators have stimulated rather than suppressed interest in union activity.[81] According to Mayhew, many presidents have not been responsive to changing conditions and have continued to rely on antiquated administrative structures that have not been adequate to cope with current problems. In these situations faculty groups have sought greater involvement and power in governing the institution.[82]

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[78]Myron Lieberman, "Professors, Unite!" Harper's, 243 (October, 1971), 62.

[79]Brown, "Collective Bargaining for the Faculty," 75.

[80]James F. Day and William H. Fisher, "The Professor and Collective Negotiations," School and Society, 95 (April 1, 1967), 227.

[81]Bertram H. Davis, "Unions and Higher Education: Another View," Educational Record, 49 (Spring, 1968), 143.

[82]Mayhew, "Faculty Demands," 341.

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Boyd has shared Mayhew's view but contends that the growth of union activity has been due to more than the faculty's desire for power and an expanded role in governance.

> Perhaps the most fundamental reason for the advent of collective bargaining derives from the general authority crisis which exists in society and on campus. This goes beyond the desire of faculty to share in power. Old traditions no longer hold and there is a sense in which everything seems to be up for grabs. . . .
> . . . . . .
> The problem has been made more acute because the pluralism of contemporary society is replicated on our campuses and reflected in a pluralism of goals. In the absence of common goals and a shared sense of purpose, authority is difficult to legitimize. In such a situation old methods are apt to seem either impotent or illicit. When new methods are sought, collective bargaining stands available as an option for faculties which have never been enfranchised, or which see traditional prerogatives being lost to students, to managers and to politicians.[83]

The financial problems confronting colleges and universities have also contributed to faculty unionization. There has been a decline in economic activity, inflationary pressures have developed and competition for resources has increased as new social priorities have emerged. Greater public expenditures have been needed to meet the demand for higher education. These factors have contributed to budgetary problems; and institutions have often responded by reducing faculty expansion, slowing

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[83]William B. Boyd, "Collective Bargaining in Academe: Causes and Consequences," Liberal Education, 57 (October, 1971), 311. Dr. Boyd is the president of Central Michigan University, one of the first four-year institutions to negotiate a contract with a faculty bargaining unit.

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the rate of salary increases and requiring greater teaching loads. Furthermore, a lessening of federal and foundation support for research efforts has resulted in some reductions of staff, graduate programs and in opportunities for additional income.[84] Financial difficulties have also threatened basic salaries, tenure, sabbatical leaves and travel allowances.[85]

Faculty members have seen collective bargaining as a method to attain the benefits received by their colleagues. College and university professors have been influenced by the gains achieved through collective bargaining by teachers.[86] Wollett claims that "there is a spin-off effect from the successful experience in elementary and secondary schools. There is also a domino-effect--if one college does it, why not another?"[87]

A "demonstration effect" has also contributed to the growth of union activity in higher education. When collective bargaining has been seen as effective in a few institutions, faculty at other schools have sought

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[84]Garbarino, "Precarious Professors," 3-4.

[85]Lieberman, "Professors, Unite!" 62-63.

[86]Israel Kugler, "The Union Speaks for Itself," Educational Record, 49 (Fall, 1968), 414.

[87]Wollett, "Status and Trends," 9.

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union representation.[88] Collective bargaining emphasizes the differences in conditions of employment between institutions, and faculty have viewed it as a means of reducing these gaps and securing similar benefits.[89]

The status and composition of the faculty labor force have contributed to the interest in union organizations. In many fields, the supply of Ph.D. graduates is greater than the demand. This may depress starting salaries and increase the receptivity of younger faculty members to union membership.[90] The rise in the number of probationary faculty members and their interest in job security has been cited as another reason for the interest in unions.[91]

Young instructors have been characterized by Boyd as "present-minded" in that they desire rapid promotions and substantial salary increases. Departmental procedures and senior professors have been viewed as obstacles to upward mobility and senates as too slow and elitist to respond to their expectations. The

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[88]Boyd, "Collective Bargaining in Academe," 310.

[89]Brown, "Collective Bargaining for the Faculty," 76.

[90]Lieberman, "Professors, Unite!" 63.

[91]Davis, "Unions and Higher Education," 143.

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impatient and frustrated young faculty member may seek collective bargaining as a method for gaining institutional acquiescence to his or her demands.[92]

Marmion has partially attributed the interest in unions to the tensions which develop between old and new faculty in institutions that have evolved from offering only teacher preparation programs to the expanded curriculum of the multi-purpose university.[93] Finkin has added to Marmion's analysis stating that in these institutions the influx of "liberal arts oriented junior faculty" has threatened the status of older influential faculty members. The threatened groups may see collective bargaining as a more desirable alternative than an administrator-junior faculty dominated senate. Faculty members may also conceive of collective bargaining as a method for protecting their prerogatives from students by negotiating the parameters of student participation in institutional decision-making.[94]

College faculties have recently expanded to include individuals whose socio-economic backgrounds

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[92]Boyd, "Collective Bargaining in Academe," 307-08.

[93]Harry H. Marmion, "Unions and Higher Education," Educational Record, 49 (Winter, 1968), 45.

[94]Matthew W. Finkin, "Collective Bargaining and University Government," Wisconsin Law Review, No. 1 (1971), 146-48.

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are conducive to a greater receptivity to unionism. "Faculty liberals" have not wished to voice anti-union opinions since collective bargaining has gained acceptance in the private sector and has permeated elementary and secondary schools.[95]

Anxiety and fear have contributed to the growth of unions in higher education. Anxious, frustrated and unprepared "marginal men" have been created as the mission of some institutions has expanded to include expectations for research and graduate education. These faculty members have not yet been accepted as colleagues by research scholars and are no longer the peers of those who stress teaching. Unions have been used as an outlet for frustration, and many of today's faculty members long for the quiet, real or imaginary, academic world of the past. They are fearful about job security, uncertain about their relationships with students, lonely in the large institution and concerned about their role in the future.[96]

The Faculty Organizations

Other causal factors contributing to the growth of unionism have been the efforts of various organizations.

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[95]Boyd, "Collective Bargaining in Academe," 310. See also McHugh, "Collective Bargaining with Professionals," 57.

[96]Mayhew, "Faculty Demands," 343-47.

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The early efforts of the AFT aroused faculty interest in unionism and stimulated other groups to seek new members and engage in collective bargaining. The AAUP and NEA have expanded their staffs whose future is determined by the success of their organizations.[97]

American Association of University Professors.--Historically, the AAUP has advocated faculty representation in institutional governance and has sought to develop college teaching as a profession. The Association has been concerned primarily with academic freedom, tenure and protecting members against unjust discharge. In the sixties, the group began to take a greater interest in faculty salaries, and debate occurred as to whether the Association should remain as a professional organization or become a pressure group lobbying for economic objectives.[98]

In 1968 the Association reaffirmed its traditional position of supporting faculty representation in the formulation of educational and professional policies and also advocated participation in decisions affecting economic issues.[99] Historically, collective bargaining

[97] Ibid., pp. 339-42.

[98] Strauss, "Professional Occupational Association," 132.

[99] "Policy on Representation of Economic Interests," AAUP Bulletin, 54 (June, 1968), 152.

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has not been seen as a method for making faculty interests known to administrators and has been considered as incompatible with the nature of academic institutions.

A new position began to emerge in 1969 as the organization cautiously recognized that collective bargaining might have a "significant role" in bringing about faculty and administration agreement on academic and economic issues.[100] This policy was changed in 1972 when the delegates to the annual convention adopted a resolution stating that the AAUP would pursue collective bargaining as a major additional way of realizing the association's goals.[101]

According to Jacobson speakers who supported this resolution, "left no doubt that they regarded collective bargaining as essential to bolster the AAUP's long-standing commitments in higher education, as well as to improve its position of influence compared with the two other major faculty organizations--the NEA and the American Federation of Teachers."[102] Earlier indicators of the AAUP's interest in collective bargaining were the addition of a

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[100]"Policy on Representation of Economic and Professional Interests," AAUP Bulletin, 55 (December, 1969), 490.

[101]Jacobson, "AAUP Votes Overwhelmingly to Pursue Bargaining," p. 1.

[102]Ibid., p. 2.

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collective bargaining staff, the establishment of regional offices and active campaigning in several certification elections.[103]

The past statements of the Association may provide some indication of its objectives for collective bargaining. The organization has advocated faculty participation in decisions affecting a variety of areas, including: (1) the selection of principal academic officers and department chairman; (2) the appointment, promotion, dismissal and tenure of faculty members; (3) institutional, educational and research policies[104] and (4) the size and composition of the student body.[105]

The AAUP has also supported faculty participation in various economic areas:

(1) The preparation of the institution's total budget;

(2) The apportionment of the budget to fiscal divisions such as salaries, academic programs, tuition, physical plant and grounds;

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[103]Garbarino, "Precarious Professors," 15-16.

[104]"Economic and Professional Interests," 489.

[105]"Statement on Government of Colleges and Universities," AAUP Bulletin, 52 (December, 1966), 376.

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(3) Budgetary decisions affecting the curriculum, subject matter, methods of instruction, research, faculty status and student life as it relates to the educational process;

(4) The funding of libraries, laboratories and research projects;

(5) The establishment of policies and procedures for salary increases, including methods for resolving grievances;

(6) The selection of fringe benefit programs.[106]

The Association has stated that the appropriate teaching load for undergraduate instruction should be nine hours per week and six hours per week for graduate faculty. In establishing teaching load, consideration should be given to the scope of the courses being taught and class size. The number of new and different courses, research efforts and involvement in activities other than teaching and research should also be factors in determining work load.[107]

The AAUP has not advocated strikes as a tactic for enforcing their demands on an institution. Strikes

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[106]"The Role of the Faculty in Budgetary and Salary Matters, A Report by Committee T," AAUP Bulletin, 57 (June, 1971), 188-90.

[107]"Statement on Faculty Workload," AAUP Bulletin, 56 (March, 1970), 31-32.

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have been viewed as appropriate only when the university flagrantly infringes upon academic freedom or the principles of academic government.[108] Censure has been used when the Association believes that professors have been unfairly dismissed or that academic freedom has not been recognized.[109] However, local chapters of the AAUP have struck at St. Johns University[110] and at Oakland University.[111]

American Federation of Teachers.--Since 1935 the AFT has advocated collective bargaining for employees of educational institutions. However, it was more a philosophical position than an organizational practice. At the 1958 convention, delegates resolved "that a renewal drive to organize college teachers shall be initiated

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[108]"Statement on Faculty Participation in Strikes," AAUP Bulletin, 54 (June, 1968), 157.

[109]The AAUP's method of censure has been to issue a public statement that unsatisfactory conditions of academic freedom and tenure exist at the censured institutions. In May of 1972 thirty colleges and universities were on the censure list as reported in "List of Censured Colleges," The Chronicle of Higher Education, May 15, 1972, p. 3.

[110]Ferguson, "Collective Bargaining Colleges Universities," 804.

[111]"News from the Campuses," The Chronicle of Higher Education, September 27, 1971, p. 5.

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forthwith";[112] and by 1960 locals had been established at the San Francisco, San Jose and Long Beach California State Colleges.[113] However, it was not until 1961, when the Federation was elected as the bargaining agent for elementary and secondary school teachers in New York City, that the union began to accurately conceptualize the collective bargaining process. Stinett has said of the election victory, "There can be no doubt that this was a life-saver for the national teachers union."[114] By 1963 the Federation expanded its organizational efforts to community colleges[115] and in 1966 reported that it had locals in over fifty institutions of higher education.[116]

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[112]American Federation of Teachers, Convention Proceedings, 1958 (Abridged; New York: The Master Reporting Co., Inc., 1958), p. 89.

[113]American Federation of Teachers, Convention Proceedings, 1960 (Abridged; New York: The Master Reporting Co., Inc., 1960), p. 66. For a discussion of the Federation's attempts to organize the California State College System see Martha A. Brown, "Collective Bargaining on the Campus: Professors, Associations and Unions," Labor Law Journal, 21 (March, 1970), 176-79.

[114]Stinnett, Turmoil in Teaching, p. 56.

[115]American Federation of Teachers, Convention Proceedings, 1963 (Abridged; Chicago: B. B. Colvin Reporting Co., Inc., 1963), Resolution number 55, pp. 97-98. The Federation resolved that community college faculty members should attain "true professional status" in the areas of tenure and faculty determination of policy. A minimum salary range of $8,000 to $12,000 and a maximum teaching load of 12 hours were recommended.

[116]American Federation of Teachers, Convention Proceedings, 1966 (Abridged), p. 50.

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At the 1966 convention, Delegate Israel Kugler claimed that despite the existence of well-paid faculty "stars," conditions for most faculty members were "second-rate." He referred to the AAUP as "slothful," condemned the accrediting associations, opposed loyalty oaths, deplored the abuse of graduate assistants and stated that the Federation would not neglect such staff as librarians and laboratory assistants.[117]

Resolutions adopted at the convention included: (1) a condemnation of the Middle States Association for its refusal to discredit St. John's University, (2) insistance that accreditation teams have a faculty majority, (3) reaffirmation of its support for tuition-free higher education and (4) the separation of community college governing boards from their elementary and secondary school affiliations.[118] A comprehensive student rights resolution was adopted at the 1968 convention.[119]

The philosophy of the AFT has been similar to that of labor unions in the private sector.[120] The Federation

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[117] Ibid., pp. 52-54.

[118] Ibid., Resolution numbers 5, 6 and 10, pp. 55-57.

[119] American Federation of Teachers, Convention Proceedings, 1968 (Abridged), Resolution number 6, pp. 163-64.

[120] Brown, "Collective Bargaining in Higher Education," 1,069.

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has viewed collective bargaining by faculty as compatible with their role in educational institutions. Israel Kugler, President of the United Federation of College Teachers at the City University of New York, an AFT affiliate, has said:

> Our colleges and universities are dominated by the corporate structure so typical of American business. The boards of trustees like the boards of directors; the college presidents and deans like the managers. . . . [121]

In a study of the AFT from 1916 to 1966, Lester found that the union has historically supported such principles in higher education as: (1) higher faculty salaries and economic benefits, (2) greater participation in decisions that affect them personally and professionally, (3) academic freedom and (4) emphasis on the status of the professor as an employee.[122]

Recently the goals of the Federation have come into somewhat sharper focus. Kugler has stated the objectives of the organization as:

(1) Comprehensive academic freedom for students and faculty;

(2) A published salary schedule ranging from $10,000 to $30,000 to be attained by all tenured faculty in regular annual increments;

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[121] American Federation of Teachers, 1966, p. 51.

[122] Lester, "American Federation of Teachers in Higher Education," 2,930A.

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(3) Promotion for meritorious performance as determined by departmental faculty;

(4) Personnel files and evaluation reports should be available for faculty review and comment;

(5) A maximum workload of nine semester hours for undergraduate instructors with no more than 100 students per semester and fewer in English composition and speech courses; a maximum workload of six semester hours for graduate faculty;

(6) Adequate secretarial support, office space and research facilities.[123]

During the 1970 election campaign at the State University of New York at Buffalo, the AFT supported the following positions: (1) staff-elected chairman and advice and consent in the selection of the chancellor, president and deans; (2) granting tenure after a probationary period of one to four years and (3) due process and just cause in cases of discipline, dismissal, nonrenewal of a contract and salary reduction.[124]

The AFT was the first organization to advocate the use of strikes to settle impasses. And, by 1958 the

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[123]Kugler, "Union Speaks for Itself," 417.

[124]Malcolm G. Scully and William A. Sievert, "Collective Bargaining Gains Converts Among Teachers; 3 National Organizations Vie to Represent Faculties," The Chronicle of Higher Education, May 10, 1971, p. 6.

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Federation was urging the repeal of no-strike legislation for public employees.[125] At the 1963 Convention a resolution was adopted supporting the use of strikes, and the delegates requested that the AFL-CIO provide assistance for this activity.[126]

National Education Association.--Since its inception the NEA has conceived of itself as the spokesman for the education profession and has stressed the importance of the professional responsibilities of teachers. As recently as 1961, the organization considered the formulation of educational policies to be the joint responsibility of its members and boards of education. Legislation was preferred to collective bargaining as a means for changing the status of teachers, and members were to participate "through democratically selected channels" in decisions affecting salaries and working conditions.[127] Despite this policy the NEA did compete with the AFT for the right to represent New York City teachers in the 1961 representation election.

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[125]Stinnett, Turmoil in Teaching, pp. 96-97.

[126]American Federation of Teachers, 1963, Resolution number 79, pp. 177-78.

[127]National Education Association, Addresses and Proceedings, 1961 (Washington, D.C.: National Education Association, 1961), pp. 216-17.

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The Association began to modify its position in 1962 when the delegates to the annual convention recognized the need for professional negotiations stating that "procedures should be established which provide an orderly method . . . to reach satisfactory agreements."[128] Throughout the country the organization intensified its efforts to recruit members, "professional holidays" or strikes were called and written agreements were negotiated.

The official policies of the NEA continued to undergo change. During the early 1960's the organization issued guidelines for negotiations,[129] urged the adoption of written agreements[130] and insisted that grievance procedures, including an appeal to a third party, be established for teachers.[131] At the 1968 convention the Association's position on professional negotiations, which has remained unchanged, was adopted:

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[128]National Education Association, Addresses and Proceedings, 1962 (Washington, D.C.: National Education Association, 1962), Resolution number 18, p. 397.

[129]National Education Association, Guidelines for Professional Negotiations (Washington, D.C.: National Education Association, 1963).

[130]National Education Association, Addresses and Proceedings, 1964 (Washington, D.C.: National Education Association, 1964), Resolution number 15, p. 446.

[131]National Education Association, Addresses and Proceedings, 1966 (Washington, D.C.: National Education Association, 1966), Resolution number 66-15, p. 473.

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> . . . local associations and school boards must establish written professional agreements. Such agreements shall provide for negotiation in good faith between associations and school boards, through representatives of their choosing, to establish, maintain, protect, and improve terms and conditions for professional service and other matters of mutual concern, including a provision for financial responsibility.[132]

The convention delegates also supported mediation, fact-finding and binding arbitration in grievance procedures.[133]

Only recently has the NEA become interested in increasing its organizational efforts in colleges and universities. The American Association for Higher Education (AAHE) existed for several years as an affiliate of the NEA and included administrators as well as faculty members. But philosophical difference regarding the role of collective bargaining in colleges and universities developed between the two organizations in 1968-69.[134] The affiliation was officially severed by the NEA's executive committee in 1971.[135]

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[132]National Education Association, Addresses and Proceedings, 1968 (Washington, D.C.: National Education Association, 1968), Resolution number 68-17, p. 526.

[133]Ibid.

[134]"NEA Woos and Wins Profs," Phi Delta Kappan, 53 (December, 1971), 216.

[135]National Education Association, Addresses and Proceedings, 1971 (Washington, D.C.: National Education Association, 1971), p. 607.

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During 1965 and 1966 the NEA expanded its recruitment and services in higher education.[136] A major thrust in organizing two-year institutions came in 1967 with the establishment of the National Faculty Association of Community and Junior Colleges (NFA-CJC).[137] At the 1968 convention the delegates adopted for the first time in the Association's history a resolution urging the extension of professional negotiations to include faculty members in higher education.[138]

The NEA's commitment to organizing individuals in colleges and universities intensified in 1969 when the National Society of Professors (NSP) and the Association of Colleges and University Administrators (CUA) were established. The Higher Education Division (NHEA) was created to coordinate the efforts of the two groups and those of the NFA-CJC. These organizations were to meet "the personal and professional needs" of their members.[139]

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[136]National Education Association, Addresses and Proceedings, 1965 (Washington, D.C.: National Education Association, 1965), pp. 254, 258; NEA, 1966, p. 301.

[137]National Education Association, Addresses and Proceedings, 1967 (Washington, D.C.: National Education Association, 1967), Resolution number 67-29, p. 504.

[138]National Education Association, 1968, Resolution number 68-17, p. 526.

[139]National Education Association, Addresses and Proceedings, 1969 (Washington, D.C.: National Education Association, 1969), p. 94. In "NEA Reorganization," The Chronicle of Higher Education, May 22, 1972, p. 5, it was

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These "needs" have been more clearly defined in the goals of the Association.

The NEA has urged "substantial increases" in salaries for faculty members in colleges and universities,[140] and the Association's Higher Education Division has stressed that its contracts reflect their interest in improving instruction and professional growth.[141]

Prior to 1962 the Association considered strikes as an unprofessional activity. At the 1962 convention, a resolution was adopted advocating the use of professional sanctions "as a means for preventing unethical or arbitrary policies or practices that have a deleterious effect on the welfare of the schools."[142] The NEA has used several kinds of sanctions such as statements of censure, withdrawal of placement services and requests

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reported that the Higher Education Division would be part of the Division of Affiliate Services in the future. See also a "Letter to the Editor" from Donald E. Morrison, NEA President in The Chronicle of Higher Education, May 22, 1972, p. 5.

[140]National Education Association, Addresses and Proceedings, 1970 (Washington, D.C.: National Education Association, 1970), Resolution number C22, p. 745.

[141]NEA Division of Higher Education, "Collective Bargaining on the College Campus," Today's Education, 60 (December, 1971), 45.

[142]National Education Association, 1962, Resolution number 19, p. 398.

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that teachers not accept employment at a sanctioned school.[143] It has also urged colleges and universities not to assign student teachers to a sanctioned school.[144] NEA members have also been involved in "professional holidays" or strikes.[145] But the essence of the Association's current policy on strikes was adopted in 1968 when the organization stated that it would support the withdrawal of services after all efforts to reach an agreement had failed. The repeal of no-strike legislation for public employees was also encouraged in this resolution.[146]

Organizational Prospects.--Currently the AAUP is the largest organization with 91,000 members. In May of 1972, approximately 40,000 persons belonged to the NEA's Higher Education Division and the AFT had an estimated 15,000 members.[147] The immediate success of these groups

[143]Lieberman and Moskow, Collective Negotiations for Teachers, pp. 303-04.

[144]National Education Association, 1969, Resolution number 48, p. 579.

[145]Lieberman and Moskow, Collective Negotiations for Teachers, p. 296.

[146]National Education Association, 1968, Resolution number 68-19, pp. 526-27.

[147]Robert L. Jacobson, "Collective Bargaining Is Expected to Get Formal Endorsement of Professors' Association," The Chronicle of Higher Education, May 1, 1972, pp. 1, 5.

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in enlarging their membership may have been partially due to their commitment to collective bargaining. Although the AFT took the initiative in unionizing educators, the NEA responded to the challenge by intensifying its organizational efforts. While the AFT and NEA have been increasing their membership in higher education, the AAUP has been enrolling a declining proportion of professors.[148]

The future success of these competing groups may depend upon their image among college and university professors. Garbarino has characterized the AAUP as the most prestigious and the AFT as the most militant of the organizations. The growth of the NEA may be limited by the low status of education as a discipline among faculties in higher education.[149] The Association has been identified as an elementary and secondary school organization[150] and the efforts of both the NEA and AFT may be restricted if they become labeled as blue-collar groups.[151]

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[148]Lieberman, "Professors, Unite!" 63-64.

[149]Garbarino, "Precarious Professors," 15-17.

[150]Scully and Sievert, "Collective Bargaining Gains Converts," p. 6.

[151]M. Brown, "Collective Bargaining Campus: Professors, Associations and Unions," 176, 181.

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The AFT has often been involved in radical political causes on large campuses, and its link with unions in the private sector may not appeal to some faculty members.[152] However, the AFT may be successful in pro-labor urban areas and in community colleges where faculty recruited from elementary and secondary schools have been former Federation members.[153]

A weakness of the AAUP has been its philosophy of not accepting non-academic employees as members of the organization. In the election among the three groups at the State University of New York, approximately 30 per cent of those eligible to vote were ineligible for AAUP membership. The NEA and AFT have developed a broader base of membership in their bargaining units by including non-academic personnel, whereas the AAUP has been somewhat more restrictive by tending to admit only academic staff.[154]

The financial resources and vast organization of the NEA have contributed to its strength. The Federation's advantages have been its concern with such pragmatic issues as workloads and hiring procedures and the

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[152]Garbarino, "Precarious Professors," 16.

[153]Lieberman, "Professors, Unite!" 63-64.

[154]Scully and Sievert, "Collective Bargaining Gains Converts," p. 6.

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potential for support from other labor unions.[155] In addition, the state and local affiliates of the AFT and NEA have been stronger than those of the AAUP.[156]

The struggle to organize faculty members in institutions of higher education has resulted in an exchange of labor union rhetoric among the competing groups. Leaders of the AFT have referred to the AAUP as "the good gray lady" and as "schizophrenic." The NEA claims that it has more experience than the AFT and has been more aggressive in protecting faculty rights than "the sometimes vacillating, inevitably slow approach of the AAUP."[157] Despite these exchanges, Wollett claims that the programs of the AFT and NEA in higher education have been almost identical,[158] and Lieberman has predicted that these two groups will eventually merge.[159]

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[155]Garbarino, "Precarious Professors," 16-17.

[156]"NEA Woos and Wins Profs," 216.

[157]Scully and Sievert, "Collective Bargaining Gains Converts," p. 6.

[158]Wollett, "Status and Trends," 7.

[159]Myron Lieberman, "The Union Merger Movement--Will 3,500,000 Teachers Put It All Together?" Saturday Review, 55 (June 24, 1972), 50-56.

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Current Status of Collective Bargaining

During the early sixties, collective bargaining in educational institutions first emerged in elementary and secondary schools and since then has penetrated all levels of education. In institutions of higher education, faculty members in community colleges were the first to organize for the purpose of collective bargaining.

Gianopulos views the 1966 negotiations at Henry Ford Community College in Dearborn, Michigan, as the beginning of collective bargaining in public community colleges.[160] In Michigan, contracts have been signed in twenty-four community colleges; and faculty groups have negotiated agreements in twenty-three of New York's two-year institutions. Contracts have also been signed in Illinois, Massachusetts, New Jersey, Pennsylvania, Washington and Wisconsin.[161]

On May 23, 1972, it was reported in The Chronicle of Higher Education that the NEA has negotiated contracts

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[160]John W. Gianopulos, "Beyond the Bread and Butter Issues," Junior College Journal, 42 (March, 1972), 18. For a discussion of union efforts to organize Michigan community colleges and the outcomes of collective bargaining in those institutions see Larry M. Buys, "Collective Bargaining in Michigan Community Colleges," The Journal of the College and University Personnel Association, 21 (May, 1970), 33-59.

[161]Wollett, "Status and Trends," 3.

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in 103 community colleges as compared with 42 by the AFT and 1 by the AAUP.[162] As indicated in Table 1, the NEA has been selected as the bargaining agent in more two-year institutions than the AFT, AAUP or independent groups.

Unionization and collective bargaining by faculty members in colleges and universities have been very recent developments. Central Michigan University and the City University of New York (CUNY) had a three-year contract in effect as of September, 1969. At CUNY the NEA negotiated the agreement for full-time employees and part-time personnel were covered by an AFT contract. On April 14, 1972, the members of these two bargaining units voted to merge into one organization to negotiate the next contract.[163]

As of January 31, 1971, the NEA had negotiated five contracts in four-year universities covering approximately 7,320 employees. AFT contracts in three schools included about 7,320 persons, and an estimated 3,625 faculty members were represented in four universities by

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[162]"NEA Reorganization," p. 5.

[163]M. A. Farber, "City U's Merged Union Set to Act for 15,000 on Staff," New York Times, April 16, 1972, p. 20.

TABLE 1.--Bargaining
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State
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New York
Pennsylvania
Rhode Island
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Wisconsin
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Source: The Chr
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TABLE 1.--Bargaining agents in community colleges by state and faculty organization--May, 1972.

State	Faculty Organization				
	AAUP	AFT	NEA	IND.	Total
Colorado			1		1
Illinois	1	16[a]	3		20
Kansas			6		6
Maine				1	1
Maryland		1			1
Massachusetts		1	2		3
Minnesota			1[b]		1
Michigan		4	17	5	26
New Jersey		2	10		12
New York		7	18	1	26
Pennsylvania		3	3		6
Rhode Island			1		1
Washington D.C.		1			1
Washington		3	17		20
Wisconsin		4	7	1	12
Total	1	42	86	8	137

[a]Includes seven Chicago City Community Colleges.

[b]The Minnesota State Junior College system has eighteen campuses.

Source: The Chronicle of Higher Education, January 1, 1971 - May 22, 1972.

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the AAUP.[164] Since then a contract has been negotiated by the AFT at Boston State College (Table 2).[165]

As indicated in Table 3, bargaining agents have already been named in several schools and elections are forthcoming at the University of Hawaii,[166] Eastern Michigan University[167] and Michigan State University.[168]

Negotiations have begun at several institutions of higher education. The AAUP has started bargaining at the Polytechnic Institute of Brooklyn and the University of Rhode Island. The AFT has commenced negotiations for faculty members at Bryant College, Long Island University (C. W. Post Center and Brooklyn Center), Pratt Institute, Lowell State College, Westfield State University and the University of Guam. Fitchburg State

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[164]Jackson, "Report Ad Hoc University Committee," p. 36.

[165]"Contract Specifying College's Entire Governing Setup Is Agreed to by Faculty Union at Boston State," The Chronicle of Higher Education, April 3, 1972, p. 1.

[166]Jackson, "Report Ad Hoc University Committee," p. 36.

[167]Michigan State University - News Bulletin, April 20, 1972, p. 3.

[168]Michigan State University - News Bulletin, June 8, 1972, p. 3. In "Single Union Voted," p. 5, it was reported on July 3, 1972, that the NLRB will rule on a disputed election at Seattle University.

TABLE 2.--Contracts in public and private colleges and universities--April, 1972.

Institution	Duration of Contract	Union Affiliation	Approximate Size of Bargain Unit	Control
Boston State College	1972-1973	AFT	--	State
City University of New York	1969-1972	NEA	8,000	Local
Community College of Rhode Island	1971-1973	NEA	7,000	State
Eastern Connecticut State College	1971-1973	AFT	200	State
Fitchburg State College	1971-1973	NEA	200	State
Framingham State College	1971-1973	NEA	200	State
Glassboro State College	1971-1973	NEA	200	State
Hartford Graduate Center	1971-1973	AFT	200	State
Hartford State Technical College	1971-1973	AFT	200	State
Keene State College	1971-1973	NEA	200	State
Lowell State College	1971-1973	NEA	200	State
Manchester Community College	1971-1973	AFT	200	State
Massachusetts College of Art	1971-1973	NEA	200	State
Massachusetts Maritime Academy	1971-1973	NEA	200	State
Mohegan Community College	1971-1973	AFT	200	State
Nashua Community College	1971-1973	AFT	200	State
Nassau Community College	1971-1973	AFT	200	State
New Britain State College	1971-1973	AFT	200	State
New Hampshire Technical Institute	1971-1973	NEA	200	State
Northeastern Connecticut State College	1971-1973	AFT	200	State
Northern Essex Community College	1971-1973	NEA	200	State
Plymouth State College	1971-1973	NEA	200	State
Quinebaug Valley Community College	1971-1973	AFT	200	State
Rhode Island College	1971-1973	NEA	200	State
Rhode Island School of Design	1971-1973	NEA	200	State
Salem State College	1971-1973	NEA	200	State
Southeastern Connecticut State College	1971-1973	AFT	200	State
Southeastern Massachusetts Technical Institute	1971-1973	NEA	200	State
Southern Connecticut State College	1971-1973	AFT	200	State
Southern Maine Vocational Technical Institute	1971-1973	NEA	200	State
Stonehill College	1971-1973	NEA	200	State
Thames Valley State Technical College	1971-1973	AFT	200	State
Three Rivers Community College	1971-1973	AFT	200	State
Trenton State College	1971-1973	NEA	200	State
Tunxis Community College	1971-1973	AFT	200	State
University of Connecticut	1971-1973	AFT	200	State
University of Maine	1971-1973	NEA	200	State
University of Rhode Island	1971-1973	NEA	200	State
Vermont Technical College	1971-1973	NEA	200	State
Western Connecticut State College	1971-1973	AFT	200	State
Westfield State College	1971-1973	NEA	200	State
Worcester State College	1971-1973	NEA	200	State

TABLE 2.--Contracts in public and private colleges and universities--April, 1972.

Institution	Duration of Contract	Union Affiliation	Approximate Size of Bargain Unit	Control
Boston State College	1972-1973	AFT	--	State
City University of New York				
full-time	1969-1972	NEA	8,000	Local
part-time	1969-1972	AFT	7,000	
Central Michigan University				
1st contract	1970-1971	NEA	560	State
2nd contract	1971-1974	NEA		
New Jersey State Colleges	1970-1972	NEA	2,600	State
New York Institution of Technology	1971-1974	AAUP	200	Independent
Oakland University	1971-1973	AAUP	275	State
Rutgers University	1970-1972	AAUP	2,500	State
State University of New York	1971-1974	NEA	15,000	State
St. John's University	1970-1972	AAUP	650	Independent
Southeastern Massachusetts University	1970-1973	AFT	120	State
U.S. Merchant Marine Academy		AFT	200	Federal

Sources: Herbert Jackson, et al., "Report of the Ad Hoc University Committee on Collective Bargaining," Michigan State University, East Lansing, Michigan, January 31, 1972, p. 36. (Mimeographed.)

The Chronicle of Higher Education, April 3, 1972, p. 1.

U.S., Department of Health, Education, and Welfare, Office of Education, Education Directory, 1969-1970 (Washington, D.C.: Government Printing Office, 1970).

TABLE 1 -- Bargaining Agents in Public and Private Colleges and Universities, July, 1979.

State	Faculty Organizations			
	AAUP	AFT	NEA	Independent
Delaware	University of Delaware			
Guam		University of Guam		
Massachusetts		Boston State College Lowell State College Massachusetts College of Art	Fitchburg State College Salem State College	

TABLE 3.--Bargaining agents in public and private colleges and universities--July, 1972.

State	Faculty Organizations			
	AAUP	AFT	NEA	Independent
Delaware	University of Delaware			
Guam		University of Guam		
Massachusetts		Boston State College Lowell State College Massachusetts College of Art Southeastern Massachusetts University Westfield State College Worcester State College	Fitchburg State College Salem State College	
Michigan	Oakland University Wayne State University		Central Michigan University (CMU) Detroit College of Business Saginaw Valley College	
Nebraska			Nebraska State College System	
New Jersey	Rutgers University New Jersey College of Medicine and Dentistry		New Jersey State College System Monmouth College	
New York	Adelphi University Bard College Dowling College New York Institute of Technology Polytechnic Institute of Brooklyn St. John's University	City University of New York (CUNY; part-time faculty) Long Island University (Brooklyn and C. W. Post Centers) Pratt Institute U.S. Merchant Marine Academy	City University of New York (CUNY; full-time faculty) State University of New York (SUNY)	Fordham University Law School
Ohio	Ashland College		Youngstown State University	
Pennsylvania		Moore College of Art	Pennsylvania State College System	University of Scranton
Rhode Island	University of Rhode Island	Bryant College Rhode Island College		
Wisconsin		Layton School of Art and Design		University of Wisconsin--Madison (teaching assistants)

Source: The Chronicle of Higher Education, January 1, 1971 - July 3, 1972.

College and Salem State College have undertaken bargaining with the NEA.[169]

However, not all faculty members have embraced collective bargaining as evidenced by the rejection of bargaining agents at Fordham University, Northern Michigan University, Pace College, the University of Detroit and Manhattan College.[170]

The contracts that have been negotiated in colleges and universities have covered a wide range of issues. According to Moskow the scope of negotiations has been determined by (1) the policies of the bargaining agent, (2) the administrative organization of the institution, (3) the prior involvement of faculty members in decision-making and (4) the extent of individual bargaining. Moskow has concluded that the scope of negotiations will vary between institutions because of the differences among two-year, four-year, public, private, single-campus and multi-campus schools.[171]

Despite the range of specific issues that have been negotiated, Wollett has stated that faculty members

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[169]Jackson, "Report Ad Hoc University Committee," p. 36.

[170]Ibid.; The Chronicle of Higher Education, January 1, 1971 to May 22, 1972.

[171]Michael H. Moskow, "The Scope of Collective Bargaining in Higher Education," Wisconsin Law Review, No. 1 (1971), 33-53.

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have been concerned with five general areas: (1) procedures for faculty representation, (2) educational policies, (3) working conditions and the administration of personnel policies, (4) aggregate economic issues (e.g., budget) and (5) public issues and the institution (e.g., federal funding for research).[172] While a broad range of subjects has been negotiated, the questions of what are management rights and thus non-negotiable items and what are appropriate items for bargaining have not been resolved.[173]

The emergence of collective bargaining in higher education has raised several other issues. Bucklew has stressed the importance of maintaining a distinction between the appropriate role of the faculty and that of the union as it relates to academic personnel decisions.[174] Mintz has claimed that an unanswered question has been whether the "traditional role" of the faculty will be altered as a result of collective bargaining.[175] Finkin

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[172]Wollett, "Status and Trends," 13-14.

[173]McHugh, "Collective Bargaining with Professionals," 67-70.

[174]Neil S. Bucklew, "Administering a Faculty Agreement," The Journal of the College and University Personnel Association, 22 (May, 1971), 48-50.

[175]Bernard Mintz, "The CUNY Experience," Wisconsin Law Review, No. 1 (1971), 123.

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has raised the issues of whether faculty-elected senates will continue to function after unionization or whether decisions formerly made by these groups will become subjects for negotiations.[176]

Wollett has shared Finkin's concern for the future of faculty senates and has raised several additional questions:

1. Will the favorable salary and workload for professional faculty be reduced, thus diminishing the school's ability to attract and retain such individuals?
2. Will the merit principle be replaced by a system of uniform rewards, thus reducing an opportunity to recognize excellence?
3. Will a conflict emerge between the concept of peer evaluation as now practiced and a union philosophy that individuals should have claims of unfair treatment subject to the decision of an arbitrator?
4. Will collective bargaining establish rigid procedures that limit the institution's flexibility in meeting changing needs and demands?[177]

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[176]Finkin, "Collective Bargaining and University Government," 146.

[177]Wollett, "Status and Trends," 18-23.

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Sands views a need for contract language which does not result in unanticipated consequences and the potential infringement of exclusive representation on academic freedom as areas of concern.[178] Brown has stated that the existence of an exclusive representative may limit other forms of faculty governance and reduce the faculty members' opportunity to pursue individual interests and grievances independent of the union.[179]

Other issues have focused on the composition of the bargaining unit. Who are faculty members? Who is management? What is the appropriate bargaining unit in multi-campus institutions?[180] Similar questions have been raised for private educational institutions.[181]

Whether collective bargaining can be effective in the absence of the right to strike has been debated.[182]

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[178]Dallas C. Sands, "The Role of Collective Bargaining in Higher Education," Wisconsin Law Review, No. 1 (1971), 176.

[179]Brown, "Collective Bargaining in Higher Education," 1,066-67.

[180]Ibid.; See also McHugh, "Collective Bargaining with Professionals in Higher Education," 73-84.

[181]Livingston and Christensen, "State and Federal Regulation," 97-99.

[182]For a summary of the debate on the right of public employees to strike see Moskow, Loewenberg and Koziara, Collective Bargaining in Public Employment, pp. 283-85. See also Sands, "Role in Higher Education," 159-66.

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The role that collective bargaining can and should take when supportive statutes are non-existent has also been an issue.[183]

Collective bargaining in colleges and universities has not been limited to faculty members. There has been a major growth in union membership among service and maintenance employees, and other groups such as office personnel and security forces have also unionized.[184]

Student groups have become interested in assuming a role in collective bargaining.[185] The National Student Association and the Association of Student Governments

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[183]Livingston and Christensen, "State and Federal Regulation," 102-03; Thomas R. Wildman, "The Legislation Necessary to Effectively Govern Collective Bargaining in Public Higher Education," Wisconsin Law Review, No. 1 (1971), 277-80.

[184]Lee A. Belcher, Hugh P. Avery, and Oscar S. Smith, Labor Relations in Higher Education (Washington, D.C.: College and University Personnel Association, 1971), p. 4. For a survey report on union activity among non-academic personnel see TenBoer, "Extent and Impact," 43-68.

[185]For a discussion on student interest in collective bargaining see James R. Appleton, "Collective Bargaining in Higher Education with Emphasis on the Impact of Bargaining on Students and Student Affairs Personnel," Background paper, National Association of Student Personnel Administrators Annual Meeting, 1972, pp. 15-16. (Mimeographed.); See also Daniel R. Coleman, "The Evolution of Collective Bargaining as It Relates to Higher Education in America," The Journal of the College and University Personnel Association, 23 (May, 1972), 9-10 and William F. McHugh, "Collective Bargaining and the College Student," The Journal of Higher Education, 42 (March, 1971), 175-185.

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have indicated an interest in merging for the purpose of participating in collective bargaining.[186]

The Teaching Assistants Association has existed at the University of Wisconsin since 1966. In March of 1970 this group went on strike and a contract with the university was negotiated shortly after.[187] The Association has recently threatened strike action over the issues of class-size limits, day-care facilities and job security.[188] Graduate students at the University of Michigan have also attempted to organize but have not been successful.[189]

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[186]William A. Sievert, "Associations Representing 800 Campus Governments Plan to Merge and Develop a National Student Union," The Chronicle of Higher Education, August 30, 1971, pp. 1, 3.

[187]Nathan P. Feinsinger and Eleanore J. Roe, "The University of Wisconsin, Madison Campus--TAA Dispute of 1969-70: A Case Study," Wisconsin Law Review, No. 1 (1971), 228-74.

[188]"From the Campuses," The Chronicle of Higher Education," March 20, 1972, p. 3.

[189]"Interns Ruled Ineligible to Bargain with University," The Chronicle of Higher Education, February 7, 1972, p. 9. For evidence of student union activity in other institutions see Sievert and Weidlein, "Beneath the Surface Calm What?" pp. 3, 6.

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Lieberman[190] and McHugh[191] have predicted that students may eventually become involved in the bargaining process. O'Connor has argued that students can be viewed as employees under the National Labor Relations Act and thus entitled to the right to bargain with the university.[192]

Summary

The growth of unionism in the private sector was paralleled by the development of organizations for educators and other public employees. The AFT and NEA were formed by elementary and secondary school teachers and administrators and by educators from institutions of higher education. The AAUP was exclusively for faculty members in four-year institutions. These organizations were generally concerned about the professional interests of their members, and their conceptualization of unionism and collective bargaining was different from those of their counterparts in private employment.

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[190] Lieberman, "Professors, Unite!" 70.

[191] McHugh, "Collective Bargaining College Student," 175, 185.

[192] David F. P. O'Connor, "Student Employees and Collective Bargaining Under the National Labor Relations Act: An Alternative to Violence on American College Campuses," George Washington Law Review, 38 (July, 1970), 1,042-50.

Before 1960, educators seldom used collective bargaining as a method for expressing their professional and economic interests to administrators. The development of collective bargaining was restricted by the philosophy of the organizations, the lack of supportive statutes, judicial decisions and the refusal of the NLRB to actively assert its jurisdiction in private colleges and universities. However, during the 1960's a number of pressures contributed to the passage of statutes in several states permitting employees in the public sector to engage in collective bargaining. The NLRB also expanded in jurisdiction to cover most employees in private educational institutions.

Since the early 1960's elementary and secondary school teachers have turned en mass to union organizations. The AFT had advocated collective bargaining for teachers for several years, but it was not until the 1960's that the Federation began to operationalize the concept. The NEA also changed its philosophy about collective bargaining in the 1960's. Both groups now actively seek recognition as the bargaining agent for faculty members in two- and four-year institutions of higher education. By 1972 the AAUP adopted a policy in support of collective bargaining in colleges and universities.

Recently there has been a steadily increasing interest in collective bargaining among faculty members in colleges and universities. A variety of economic, professional and personal concerns, caused by factors internal and external to the institutions, has contributed to the growth of unionism in higher education. Among the more frequently mentioned causes have been: (1) enabling legislation, (2) the faculty's desire to participate in decisions covering a wide range of issues, (3) external economic pressures, (4) faculty concern over salaries and other economic issues, (5) working conditions, (6) the composition of the faculty work force, (7) the perceived success of collective bargaining in other sectors of employment and in other educational institutions, (8) the efforts of faculty organizations and (9) a generalized feeling among faculty members of frustration, anxiety and concern over the role of higher education and their place in it.

Some of these factors first affected community college faculty who, since the mid-1960's, have increasingly sought unions to represent them. Collective bargaining has also gained acceptance from some faculty members in colleges and universities. And while the number of contracts that have been negotiated has been small, the interest in collective bargaining has slowly but steadily been increasing.

A number of questions have been raised by the entrance of collective bargaining into academe. These include: (1) What is the appropriate bargaining unit? (2) What are negotiable issues, and what are management rights? (3) Will traditional faculty governance mechanisms be affected by collective bargaining? (4) What form can collective bargaining take, if any, in the absence of enabling legislation? (5) How is collective bargaining affected by state laws prohibiting strikes by public employees? and (6) Will students seek a role in collective bargaining?

Part II

Review of Related Research

The recent emergence of collective bargaining in four-year institutions has limited the opportunity for this subject to be adequately investigated. In community colleges, collective bargaining is being investigated more intensively as more of these institutions negotiate contracts. The purpose of this section is to selectively review the research related to collective bargaining and faculty unionization in four-year institutions and community colleges.

Faculty-Administrator Attitudes

A 1968-1969 Carnegie Foundation survey of 60,477 faculty members indicated that 54.1 per cent

of the respondents disagreed with the statement: "Collective bargaining by faculty members has no place in a college or university."[193] The characteristics of faculty members who support collective bargaining and unions have been the subject of several studies.

Lane has studied 181 members and 261 non-members of an AFT union at a large California State College. Federation members were younger, had less college teaching experience and had a lower academic rank and salary average than non-union members. Union members were more concerned with institutional prestige, had a lower opinion of the administration, were less interested in geographical location and were more willing to leave the college than professors who did not belong to the AFT. When compared with non-members, union respondents were more militant and more apt to support strikes. Members viewed professionalism as a militant process, whereas non-members indicated that "power oriented" militancy was unprofessional.[194] Similar distinguishing characteristics between militant and non-militant union leaders have also been reported.

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[193]Malcolm G. Scully, "Faculty Members, Liberal on Politics, Found Conservative on Academic Issues," The Chronicle of Higher Education, April 6, 1970, p. 4.

[194]Robert E. Lane, "Faculty Unionism in a California State College--A Comparative Analysis of Union Members and Non-Members" (unpublished Ph.D. dissertation, The University of Iowa, 1967, Dissertation Abstracts, 28 [1967], pp. 1,936A-1,937A.)

In a study by Ortell of the leaders of the California Junior College Faculty Association (CJCFA) and the California Teachers Association-Southern Section (CTA-SS) indicators of faculty militancy were age, political party affiliation and income. Leaders of the CFCFA and CTA-SS who were over 50 years old, Republicans and earning at least $12,000 a year were less militant with respect to collective bargaining issues than those who were under the age of 50, Democrats and earning less than $12,000 per year.[195]

Haehn has also conducted research on the characteristics of faculty members who support unionism. An analysis of questionnaires from 497 faculty members in the California State College system revealed that individuals from families of skilled and clerical workers were the most likely to support unionism. Faculty members with previous union experience were more apt to support a union than those who did not have any prior union affiliation. Most union members were liberal Democrats. Moderates and conservatives tended to oppose unions regardless of party affiliation. Faculty members who supported or opposed unions could not be distinguished in terms of their occupational

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[195]Edward C. Ortell, "Perceptions of Junior College Leaders with Respect to Selected Issues in Professional Negotiations" (unpublished Ph.D. dissertation, United States International University, 1968, Dissertation Abstracts, 29 [1969], pp. 2,939A-2,940A).

commitment, views on the purposes of higher education and perceptions of college or departmental administration.[196]

Haehn's first study was conducted in the Spring of 1968. A similar study was conducted in the Fall of 1969 among faculty members in eighteen California State Colleges. A sample of 1,500 faculty members was selected, and a total of 835 or 56 per cent of the questionnaires were returned. Haehn's findings were somewhat different from those in the 1968 study. Haehn stated:

> Analysis of the responses shows that the support for collective bargaining is no longer restricted to certain groups or categories within the ranks of State College instructors. Professors in virtually every disciplinary area, in almost each age group, at all rank levels, and of different educational and professional views all have increasingly come to endorse the necessity of instituting collective bargaining in the C.S.C. The possibility that such widespread and broadly based support is a temporary phenomenon is quite slim. The earlier surveys demonstrated differences on the question along the lines such as those noted above, but with the passage of time and apparently a deeper concern over conditions more and more faculty have come to accept the bargaining concept, and this trend has minimized earlier lines of difference.[197]

Haehn's conclusions were about California State Colleges. Other research has indicated that these conclusions may not be generalizable to faculty members in other states.

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[196]Haehn, "Study of Trade Unionism," 4,580A.

[197]James O. Haehn, "A Survey of Faculty and Administrator Attitudes on Collective Bargaining," A Report to the Academic Senate, California State Colleges, Chico State College, May, 1970, pp. 41-42.

In a study of 547 faculty members in ten Pennsylvania community colleges, Moore found that those who most favored collective bargaining were: (1) relatively young, (2) male, (3) non-Protestant, (4) political liberals, (5) graduate-degree recipients, (6) teaching non-science subjects, (7) without tenure and (8) in the lower academic ranks. Dissatisfaction with community college teaching, former union membership and high school teaching experience were also characteristics of faculty members who supported unions. Faculty members who felt that they could not influence the direction of the college (sense of power) were more receptive to collective bargaining than those who had a high sense of power. Individuals who conceived of themselves as highly mobile were more inclined to support collective bargaining than those who had a low sense of mobility. However, approximately two-thirds of the respondents indicated that they would join a union engaged in collective bargaining.[198]

While some faculty members have supported collective bargaining, administrators have been less apt to endorse it for colleges and universities. Angell found that 16 of 21 community college presidents

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[198]William Moore, "The Attitudes of Pennsylvania Community College Faculty Toward Collective Negotiations in Relation to Their Sense of Power and Sense of Mobility" (unpublished Ph.D. dissertation, Pennsylvania State University, 1970, Dissertation Abstracts, 31 [1971], p. 4,495A).

interviewed in upstate New York believe that collective bargaining had made their work "more difficult, time-consuming and complicated."[199] Haehn's 1969 investigation included 173 presidents and other administrators. Collective bargaining by faculty members was favored by approximately 35 per cent of the respondents, 21 per cent were uncertain and 43 per cent were opposed.[200]

In a study of community colleges which were accredited, candidates for accreditation or correspondents in the North Central Association, Hunter found that the college presidents and presidents of the faculty organization favored collective bargaining. Chairmen of governing boards opposed collective bargaining but preferred it to individual negotiations.[201]

The Role of State Agencies, Governing Boards and Presidents in Collective Bargaining

Representatives from state governmental agencies, members of governing boards and presidents have been

[199]George W. Angell, "Collective Negotiations in Upstate New York Community Colleges, 1968-1971," Report sponsored by the New York State Public Employment Relations Board, June, 1971, p. 38.

[200]Haehn, "Survey Faculty Administrator Attitudes," p. 32.

[201]John R. Hunter, "An Analysis of Observations Regarding Issues of Negotiations in Community Junior Colleges" (unpublished Ph.D. dissertation, The University of Kansas, 1970, Dissertation Abstracts, 31 [1970], pp. 2,643A-2,644A.)

involved in the preparations for and the collective bargaining process. The extent to which these groups have been involved has varied between states and institutions.

In many states, governmental agencies such as the Michigan Employment Relations Commission and the New York Public Employment Relations Board have been third-party participants in the management-union relationship. These agencies have been responsible for determining the scope of the bargaining unit based on employer and employee petitions, and they have supervised elections in which bargaining unit members vote to select or reject union representation. State agencies have also provided arbitration, mediation and fact-finding services to assist in resolving impasses.

Representatives of state governmental agencies have participated in other phases of the collective bargaining process. Angell found that in twenty-one upstate New York community colleges, governmental officials such as a county attorney were on employer bargaining teams at thirteen institutions.[202]

In New Jersey the chancellor initially represented the Board of Higher Education in attempting to negotiate a settlement on a state-wide basis with six four-year

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[202]Angell, "Upstate New York 68-71," p. 9.

state colleges; but with the election of a new governor, the governor's offices became greatly involved in collective bargaining.[203]

Members of institutional governing boards have participated in various phases of the collective bargaining process. In New York community colleges, governing board members served on bargaining teams in ten of the twenty-one institutions studied.[204] However, there has been some evidence that the role of the governing board in collective bargaining has changed after the first contract has been negotiated.

In a study of fifteen Michigan community colleges, Williams found that when governing boards were confronted with collective bargaining for the first time, most of them did very little to prepare for negotiations but were apt to serve on the bargaining team. When a second or third contract was negotiated, board members did more to prepare for bargaining but were on the bargaining team in only one community college.[205]

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[203]William F. McHugh, "Recent Developments in Collective Bargaining in Higher Education," College Counsel, 5 (1970), 159.

[204]Angell, "Upstate New York 68-71," p. 4.

[205]Williams, "Study Organizational Procedures," pp. 73-114.

> The boards studied in this sample, with one exception eventually stopped participating in actual negotiations. They moved toward developing policies, guidelines, and procedures in consultation with their administrative staff and making extensive use of people with knowledge and experience in labor negotiations.[206]

Williams recommended that the appropriate role for the governing board in collective bargaining should be that of establishing broad and flexible guidelines for the bargaining team.[207]

The role of the president in collective bargaining has been a subject of investigation. Prisco used questionnaires to survey faculty negotiators, governing board members and presidents in thirteen New Jersey community colleges to determine their expectations for the president in collective bargaining. There was no consensus among the respondents as to their expectations for the president, and they did not mandate a specific role for the position. Prisco suggested that the differences in expectations held by faculty negotiators and board members may lead to institutional conflict. Adverse consequences may result for the president when confronted with two sets of expectations--those of the faculty negotiators and those of the governing board.[208]

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[206] Ibid., p. 96.

[207] Ibid., p. 145.

[208] Frederick R. Prisco, Jr., "Expectations of Presidents, Board Members, and Faculty Negotiators for the Role of the New Jersey County-Community College President

A key issue has been whether the president should be on the bargaining team. Gianopulos has summarized the arguments regarding this issue:

> Some see him as the autonomous professional head of the school consulting both the board and faculty; others, as chief spokesman for the board. Some see him consulting board members as they perform the negotiating process. Some perceive him as chief negotiator representing the board in all dealings with the staff; others view him a member of the administrative negotiating team but not necessarily the chief spokesman--that role being performed by legal counsel or an outside negotiating specialist. Still others consider him as having no place in the negotiating process and therefore, completely bypassed.[209]

Among community college presidents, Gianopulos found that they see their role as either that of being an independent party, of facilitating a positive relationship between the board and faculty or of advising and representing both groups. Leaders of faculty organizations prefer that the president serve as the chief negotiator for the board. Gianopulos concluded that the appropriate role of the president should be that of an independent party providing information and clarifying issues and mediating between the board and faculty.[210]

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in Faculty-Board Negotiations" (unpublished Ph.D. dissertation, Rutgers University, 1971, Dissertation Abstracts, 32 [1971], p. 2,974A).

[209]John W. Gianopulos, "The College Administrator and Collective Negotiations," Junior College Journal, 41 (August-September, 1970), 27-28.

[210]Ibid., pp. 28-29.

Williams has studied the role of fifteen Michigan community college presidents in collective bargaining. When these institutions first began collective bargaining, six presidents actively attempted to influence negotiations. By 1969, four of these administrators had assumed a guidance or advisory capacity similar to that performed on an initial and continuing basis by eight other presidents. One president's involvement had continually been insignificant. At least five presidents had initially served on their institution's bargaining team, and one of these was the chief spokesman. In 1969 presidents were no longer on the bargaining teams of the community colleges surveyed.[211] Williams has recommended that the president should be responsible for negotiations but that authority should be delegated to the chief negotiator. Also, the president should assist in implementing board policy and serve as a communication link between the bargaining team and governing board.[212]

Preparations for Collective Bargaining

An important aspect of the collective bargaining relationship has been the preparations of the parties prior to the beginning of negotiations. According to Schmidt:

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[211] Williams, "Study Organizational Procedures," pp. 107-14.

[212] *Ibid.*, p. 145.

> The most significant role for the board of education must be in this first stage of the negotiation process--the preparation. During this period, the board must work thoroughly, effectively, and without any time limitations with the school superintendent and with the negotiating team. The whole purpose of this phase is to prepare the negotiating team and to give them specific guidelines to use at the negotiating session.[213]

Davey has offered several guidelines for preparing for negotiations in the private sector:

(1) Review present contract to determine areas that require modification;

(2) Analyze grievances as indicators of employee demands and unworkable contract language;

(3) Confer with supervisors to determine how well contract has worked in practice;

(4) Confer with other management personnel in the area to exchange viewpoints and to discuss possible union demands;

(5) Survey employees to determine their reactions to those portions of the contract that management feels may need changing;

(6) Have informal conferences with union leaders to discuss operational effectiveness of current contract and to explore potential areas of negotiation;

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[213]Charles T. Schmidt, Jr., "Negotiating the Local Agreement," in Guide Collective Negotiations in Education, p. 50.

(7) Stay informed of current labor relations developments that may be important in negotiations through the use of a commercial reporting service;

(8) Collect and analyze economic data on potentially negotiable issues;

(9) Study arbitration decisions.[214]

The final stages of preparation in industry have usually included: (1) development of proposals for changes in the contract, (2) determination of the size of the economic package, (3) development of statistical displays and supportive data to be used in the bargaining sessions and (4) systematically organize a broad range of materials in a bargaining book.[215]

Procedures somewhat similar to those used in preparing for bargaining in the industrial sector have also been recommended for administrators in secondary and elementary schools.[216] However, Gilroy, et al. have

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[214]Harold W. Davey, Contemporary Collective Bargaining (2nd ed.; Englewood Cliffs: Prentice Hall, Inc., 1959), pp. 102-03.

[215]Meyer S. Ryder, Charles M. Rehmus, and Sanford Coehen, Management Preparation for Collective Bargaining (Homewood, Ill.: Dow Jones-Irwin, Inc., 1966), p. 53.

[216]Schmidt, "Negotiating Local Agreement," 47-53; Thomas P. Gilroy, Anthony V. Sinicropis, Franklin S. Stone, and Theodore R. Urich, Educators Guide to Collective Negotiations (Columbus, Ohio: Merrill Publishing Co., 1969), pp. 30-31.

suggested that when preparing for collective bargaining in education, administrators must consider that the school operates on an annual budget; and the taxpayers have a definite interest in the outcomes of negotiations.[217]

The importance of educating governing board members on the background and process of collective bargaining has been stressed by Williams.[218] Gianopulos has stated, "As collective negotiations become more pronounced, graduate training, in-service sessions, and workshops should be initiated to prepare community college administrators, board members, and representatives of faculty and student organizations for rational participation in collective negotiations."[219] And Kerr has recommended that personnel directors should prepare by becoming sensitive to the problems of faculty members and by learning the "academic language."[220]

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[217]Gilroy, et al., Educators Guide, p. 30.

[218]Williams, "Study Organizational Procedures," p. 142.

[219]Gianopulos, "Beyond the Bread and Butter Issues," 19.

[220]David J. Kerr, "Faculty Bargaining in Higher Education--New Twists to the University," The Journal of the College and University Personnel Association, 22 (May, 1971), 38-39.

Kerr has also recommended that preparations for collective bargaining should occur immediately. All personnel directors should inform presidents of collective bargaining trends in higher education and problems related to negotiations and faculty organizing. Additional recommendations included: (1) developing a program to present to the union at the bargaining table, (2) formulating a strike plan, (3) collecting salary data, (4) gathering workload and class size information and (5) preparing to negotiate a wide variety of issues.[221]

Several guidelines that institutions should consider before collective bargaining have been recommended by Williams. These include:

(1) The allocation of time and money to preparations for collective bargaining;

(2) The development of a philosophy of trust and confidence in the chief negotiator and the union's bargaining team;

(3) The availability of at least one individual experienced in collective bargaining and knowledgeable about the institution;

(4) Defining the roles of the governing board, the president, the chief negotiator and other administrative staff in collective bargaining;

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[221] Ibid., pp. 40-44.

(5) Up-to-date and well-developed personnel policies and faculty handbooks which reflect current practices;

(6) Adequate data collection;

(7) The development of proposals to present to the union;

(8) The establishment of a strike plan;

(9) A clearly defined faculty bargaining unit;

(10) The development of procedural rules for the bargaining sessions.[222]

Lorenz has also stressed the importance of establishing "ground rules" with the union prior to negotiations.[223]

Bucklew has stated that collective bargaining has fiscal implications which should be anticipated by colleges and universities. Collective bargaining requires an administrative infrastructure which will result in direct and indirect personnel costs. Key administrators, budget directors, data-processing personnel and others will be involved in collective bargaining. Also, attorneys may be needed, and in large institutions new

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[222]Williams, "Study Organizational Procedures," pp. 141-49.

[223]Fred J. Lorenz, "Collective Bargaining in Higher Education," The Journal of the College and University Personnel Association, 23 (December, 1971), 39-40.

staff personnel will be required plus information systems to keep abreast of internal and external developments that relate to collective bargaining.[224]

The development of "costing models" has been suggested by Bucklew as a method for evaluating the fiscal implications of the various proposals presented by the union. A model should be prepared before negotiations and should include information on ranks, degrees, work load average and other information that could be used as a basis for a salary demand. Immediate- and long-term costs of various proposals should also be anticipated.[225]

The Bargaining Team

An important aspect of the collective bargaining process has been the selection of the negotiating team. Morse has suggested several considerations for selecting management team members in private employment.[226] Warner and Hennessy have commented on employer bargaining teams in the public sector.[227] The composition of teams

[224]Neil S. Bucklew, "Collective Bargaining in Higher Education: Its Fiscal Implications," Liberal Education, 57 (May, 1971), 255-57.

[225]Ibid., pp. 257-59.

[226]Bruce Morse, How to Negotiate the Labor Agreement (Detroit: Trends Publishing Co., 1963), pp. 25-26.

[227]Kenneth O. Warner and Mary L. Hennessy, Public Management at the Bargaining Table (Chicago: Public Personnel Association, 1967), pp. 156-58.

representing elementary and secondary school boards of education has been discussed by Shils and Whitter;[228] and Belcher, Avery and Smith have made several recommendations for selecting individuals to bargain with non-academic employees in institutions of higher education.[229] The dynamics and psychology of bargaining teams have been analyzed by Nierenberg.[230]

Williams has recommended that in community colleges the bargaining team remain small and include: (1) a chief negotiator, (2) a business or financial officer, (3) a representative of the college instructional program and (4) a personnel administrator. A labor attorney should also be available to the team; and the role of the governing board, the president and chief negotiator should be clearly defined.[231]

Angell has taken a slightly different view stating that the team should include persons familiar with the problems of the president and faculty, the policies of

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[228]Edward B. Shils and C. Taylor Whitter, Teachers, Administrators and Collective Bargaining (New York: Thomas Y. Crowell Co., 1968), pp. 328-36.

[229]Belcher, Avery and Smith, Labor Relations Higher Education, pp. 59-61.

[230]Gerard I. Nierenberg, The Art of Negotiating (New York: Cornerstone Library, 1971).

[231]Williams, "Study Organizational Procedures," pp. 144-45.

the governing board and the "political climate." Furthermore the team should have a member who has had bargaining experience even if the institution has to hire such a person.[232]

Based on the Central Michigan University experience with collective bargaining, Kerr has suggested that the administration's bargaining team should include individuals with a wide range of expertise:

1. Members should be knowledgeable about academic concerns.
2. One member should be familiar with the institution's personnel programs and contracts with other unions.
3. There should be someone with expertise in financial and budgetary matters.
4. There should be an individual with bargaining experience, but sensitive to academe.

Whether an attorney is on the team should be dependent upon the members' experience, but legal advice should be available. Kerr also suggested that the team should be about the same size as the group representing the union.[233]

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[232]Angell, "Upstate New York 68-71," pp. 23-25.

[233]Kerr, "Faculty Bargaining New Twists," 39-40.

According to Howe, the most important decision regarding the bargaining team is the selection of the chief spokesman. Adding that,

> The initial option available to those whose burden it will be to create this office is only two-fold. The negotiator may come from within the institution or from without. Considering the likelihood of the dearth of previous experience with collective bargaining on the part of staff within the college, the latter choice will unquestionably be attractive.[234]

The organizational structure of community colleges in Michigan had an influence on the composition of the bargaining team. Some colleges were part of the elementary and secondary school system (K-12), and the bargaining unit was composed of teachers and faculty members. In these districts, administrators from the college and K-12 system were on the employer's bargaining team. Institutions which were part of the K-12 system but had a separate unit for college faculty had a diversity of administrators on the team, including those from the college and elementary and secondary school system.[235]

Business managers, deans and personnel directors have been the most frequent members of the employer's team in Michigan community colleges. The average team size has been 4.3 members; and while attorneys had an

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[234]Ray A. Howe, "The Negotiator as a Campus Figure," Junior College Journal, 42 (April, 1972), 29.

[235]Buys, "Collective Bargaining Michigan Community Colleges," 39-40.

important role in negotiations, they were on only two teams. Personnel directors have been chief negotiators in six institutions and were selected on the basis of their experience and knowledge of collective bargaining. They had the responsibility of communicating bargaining developments to the president and the board, with the later retaining final decision-making authority.[236]

College administrators, government officials and trustees have served on bargaining teams in New York community colleges. The size of these bargaining teams has ranged from three to thirteen with a median size of five members.[237]

Another dimension of the composition of bargaining teams has been studied by Karrass. Professional negotiators from the aerospace industry were observed in simulated bargaining sessions to determine the relationship between negotiators' traits and bargaining outcomes. Participants were pre-evaluated on traits by their supervisors with those receiving high ratings opposing those with low ratings in the simulations. The bargaining power of the participants was varied in the simulations. Successful negotiators, regardless of their power at the outset, had high scores on the traits of

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[236]Williams, "Study Organizational Procedures," pp. 111-16.

[237]Angell, "Upstate New York 68-71," pp. 7-8.

self-worth, thought processes, aggressiveness, communication, task performance and social skills. And individuals with a history of psychological success and effective ego functioning were also successful negotiators.[238]

Another characteristic of negotiators that has been studied is their effectiveness in achieving an agreement. Sinibaldi has examined the relationship between dogmatism and the frequency of impasse, frequency of overt negative reactions and gain-achievement in bargaining. The Rokeach Dogmatism Scale was used to test the graduate student participants in the study. The composition of individual and opposing bargaining teams was manipulated to ensure that various combinations of dogmatism interactions could be observed during the simulations. Negotiating teams that had either high or low test scores were more likely to avoid impasse and negative interactions when the opposing team members had similar dogmatism levels than when the opposing team had mixed dogmatism levels. Sinibaldi stated that these findings were not consistent with other research and recommended that

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[238]Chester L. Karrass, "A Study of the Relationship of Negotiator Skill and Power as Determinants of Negotiation Outcomes" (unpublished D.B.A. dissertation, University of Southern California, 1969, Dissertation Abstracts, 30 [1970], p. 4,073A).

additional studies should be conducted to offset the atmospheric weakness of the simulation situation.[239]

Creal found that the procedures used in negotiating and the attitudes of the participants were important factors in avoiding impasse. These findings were based on interviews with faculty negotiators and chief spokesmen for governing boards in eight Michigan community colleges. Effective procedures for reaching an agreement included: (1) structured private sessions with a deadline, (2) a problem-solving approach, (3) full communication and (4) responsiveness to constituents for a reasonable settlement without disruption. Negotiators who could implement these procedures and were knowledgeable about the school and the bargaining process were apt to reach an agreement without an impasse. Positive attitudes toward their role, the role of the opposing team and an acceptance of the collective bargaining process characterized the best negotiators.[240] Lane has also suggested that attitudes and interpersonal relationships

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[239]Robert J. Sinibaldi, "Negotiator Dogmatism and Bargaining Behavior and Outcomes in Educational Organizations" (unpublished Ed.D. dissertation, Boston University, 1970, Dissertation Abstracts, 31 [1970], p. 2,663A).

[240]Richard C. Creal, "A Study of the Factors which Influence the Course of Collective Negotiation Toward Resolution or Impasse in Selected Michigan Community Colleges" (unpublished Ph.D. dissertation, The University of Michigan, 1969), pp. 197-202.

have been important factors in the inclination of the bargaining teams to reach an agreement in private employment.[241]

Another dimension of attitudes that has been investigated by Horvat was the relationship between labor-management orientation and the outcomes of collective bargaining. Bargaining simulations were structured to represent varying polarizations of labor-management attitudes as determined from participant responses to a questionnaire. Negotiators had ninety minutes to resolve seven issues; and outcomes were analyzed in terms of the written agreement, a post test and an analysis of verbal interactions during the simulation. Highly polarized teams, when compared with less highly polarized teams, required more time to reach an agreement, were less satisfied with outcomes, exhibited a lower level of task-oriented behavior and engaged in a higher level of antagonistic behavior. Negotiators who had a negative orientation toward the opposition caused impasses. Teams with moderate attitudes toward the opposing side were

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[241]Tracy N. Lane, "An Investigation of Some Non-Economic Factors in Collective Bargaining Associated with the Satisfaction of the Negotiators" (unpublished D.B.A. dissertation, University of Washington, 1971, Dissertation Abstracts, 32 [1971], p. 2,802A).

more successful than those who had negative attitudes, regardless of the labor-management orientation of the other side.[242]

The Outcomes of Collective Bargaining

The existence of a contract with a faculty union has had several implications for colleges and universities--it has affected salaries, decision-making procedures and faculty-administrator relationships. In order to administer the contract, administrators have had to assume new responsibilities; and there has been some evidence that collective bargaining has had a financial impact on institutions.

In a study of Midwestern community colleges, Gianopulos observed that collective bargaining tended to result in higher pay increases than would have been received otherwise. Salaries were clustered closer together among the colleges, "without particular regard to relative financial ability to pay, thereby intensifying inequity of fiscal support from district to district."[243]

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[242]John J. Horvat, "A Quasi-Experimental Study of Behavior in the Professional Negotiations Process" (unpublished Ph.D. dissertation, The Ohio State University, 1968, Dissertation Abstracts, 29 [1968], p. 778A).

[243]Gianopulos, "Beyond Bread Butter Issues," 18. Sample size and research technique were not reported.

Different findings have been reported by Gram who compared the salaries of faculty members in eight Michigan community colleges employed continuously from 1963-1964 to 1968-1969. Salaries were more homogeneous before collective bargaining within colleges, disciplines, degree and experience levels and for all colleges in the study. There was a greater difference between high and low salaries after collective bargaining. Therefore, Gram concluded that unions sought greater maximum salaries which everyone had the opportunity to achieve rather than a greater standardization of salaries.[244]

In Shoup's study of thirteen Michigan community colleges, most faculty negotiators, presidents and trustees agreed that faculty salaries and fringe benefits were improved as a result of collective bargaining.[245] Union leaders and administrators at Central Michigan University, City University of New York, Rutgers University, St. Johns University and Southeastern Massachusetts University, with one exception, have reported that

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[244]Christine E. G. H. Gram, "Impact of Collective Bargaining on Faculty Salary Structures in Michigan Community Colleges" (unpublished Ph.D. dissertation, The University of Michigan, 1971), pp. 91-92.

[245]Charles A. Shoup, "A Study of Faculty Collective Bargaining in Michigan Community Colleges" (unpublished Ph.D. dissertation, Michigan State University, 1969), pp. 62-67.

there has been an "appreciable" increase in faculty salaries at their institutions since collective bargaining.[246]

A Michigan State University faculty committee has also reported that it was difficult to assess the impact of collective bargaining on salaries and fringe benefits independent of other considerations. And the committee stated that collective bargaining might eventually result in equality of salaries within academic ranks and that merit and market considerations "would most likely be applied in such a way as to create smaller salary differentials."[247]

Bernard Mintz, Vice Chancellor for Administration at CUNY, has argued that unionization was not responsible for high faculty salaries at that institution.[248] However, Angell has stated that, "There is some evidence that whip-sawing, using the New York City University contract salaries (highest in the nation) as a model may increase costs disproportionate to expectations based

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[246]Michigan State University Faculty Affairs Committee, "An Impartial Review of Collective Bargaining by University Faculties," Michigan State University, East Lansing, Michigan, March 9, 1971, pp. 8-11. (Mimeographed.)

[247]Jackson, "Report Ad Hoc University Committee," p. 26.

[248]Phyllis Malamud, "Faculty: Labor or Management?" Change Magazine, 3 (September, 1971), 21.

on other considerations."[249] But, Garbarino states that generally "in the current era of financial stringency, the unions in the public universities have negotiated general increases approximately equivalent to those granted other public employees in their jurisdictions."[250]

Accompanying the impact of collective bargaining on faculty income has been an alteration in institutional governance. The desire for increased participation in decision-making was cited as one of the major factors that motivated faculty members to seek union representation. Shoup concluded from a Michigan community college study:

> In sum, there was general agreement that faculty had, indeed, gained a meaningful voice in those matters that most directly affected them. They were sharing with administrators and trustees in the making of decisions concerning salary, fringe benefits and other personnel decisions directly affecting them.
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> However, no clear pattern was revealed in regard to the effect of collective bargaining on faculty participation outside this area. The actual outcome appeared to depend substantially on the willingness of the administrator to share his power with the faculty.[251]

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[249]George W. Angell, "Collective Negotiations in Upstate New York," Junior College Journal, 42 (October, 1971), 11.

[250]Garbarino, "Faculty Unionism: Theory to Practice," 11.

[251]Shoup, "Faculty Bargaining Michigan Community Colleges," p. 72.

These findings have been partially supported in a more detailed study of faculty participation in decision making in Michigan community colleges.

Bylsma studied six Michigan community colleges to determine if changes in the locus of decision-making had occurred as a result of collective bargaining. An analysis of college publications and data derived from interviews revealed that in the "faculty welfare" areas of salary, class size, academic calendar, continuing contracts, work loads and time assignments, faculty members were participating in decision-making on a co-equal basis with administrators who previously had almost complete dominance in these areas.[252]

A similar change was found in the "academic affairs" areas of faculty selection and in the appointment of administrators. Shared decision-making had not occurred in text selection, admissions policies, college and departmental objectives, curriculum, degree requirements and course assignments. Bylsma suggested that faculty members have concentrated their efforts on personal welfare areas and have been less successful or interested in securing decision-making prerogatives in academic governance.[253]

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[252]Bylsma, "Changes Organizational Structure," pp. 155-56.

[253]Ibid., pp. 156-57.

Bylsma also used several indices to determine if the sample of Michigan community college has become more bureaucratized since collective bargaining. Since 1965, rules and regulations had become more specific for faculty and administrators, the impersonality between them was greater and decision-making groups had become more specialized. These organizations had become more bureaucratic but more representative as well, since faculty members were participating in decisions which had previously been administrative prerogatives.[254]

Another aspect of the decision-making process that has been studied under collective bargaining has been the infringement of the union in areas considered by administrators as managerial prerogatives. Sunde analyzed thirty community college contracts from seven states and found little evidence to suggest that faculty members were assuming administrative or managerial functions.[255] Shoup also found that collective bargaining had not resulted in faculty members assuming a major role in decisions previously made by administrators and trustees.[256]

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[254] Ibid., pp. 157-59.

[255] Donald K. Sunde, "A Critical Examination of Selected Collective Negotiation Contracts from Public Community Colleges" (unpublished Ph.D. dissertation, Arizona State University, 1971, Dissertation Abstracts, 32 [1971], p. 2,926A).

[256] Shoup, "Faculty Bargaining Michigan Community Colleges," p. 107.

Despite these findings, there have been some indications that collective bargaining has had an effect on faculty-administrator relationships. According to Shoup, collective bargaining in thirteen Michigan community colleges has:

(1) Tended to polarize faculty and administrators, but the nature of this polarization was dependent upon the personalities involved;

(2) Reduced administrative flexibility and standardized the treatment of faculty members;

(3) Created communication problems, but these have varied among colleges. There was a relationship between the amount of formal and informal communication that occurred and the degree of trust and respect that was present in the relationship.[257]

Collective bargaining has had additional implications for other administrators in two-year institutions.

Shoup found that governing board members were required to become better informed about the institution and more aware of faculty problems and needs. Job satisfaction was reduced for some presidents, and they were "forced to 'go by the contract' to a greater extent and

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[257] Ibid., pp. 73-78.

some have shared their decision-making responsibilities to a greater degree with faculty."[258]

Community college presidents in New York have been concerned about their changing relationship with students, faculty, trustees and government officials.

> Presidents find themselves more directly involved with external politics and internal management control, and they particularly dislike the trend toward being supervised by government officials such as a county executive or a budget director. Internally presidents and deans find it necessary to meet regularly with union officials, and these meetings confuse the usual patterns of governance by faculty senates, councils, and committees.[259]

In addition, deans reported a loss of identity and authority and were concerned about a decline in faculty professionalism. They felt they were becoming grievance mediators and were no longer academic leaders.[260]

The existence of a contract with a faculty union has had other implications for administrative personnel. At CUNY it was necessary to assign a high-level person at each college with the responsibility of administering the contract and working with faculty labor relations. University-wide workshops were held for these individuals and their staffs to familiarize them with the contract,

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[258] Ibid., p. 109.

[259] Angell, "Collective Negotiations in Upstate New York," 10.

[260] Ibid.

and they in turn held meetings at their colleges to review the agreement with key administrative personnel. A five-session course on the administration of grievance procedures was developed by the University for individuals responsible for the administration of the contract. And a communications network was established between the CUNY central office and individual campuses to facilitate information sharing and to insure uniformity in contract interpretation.[261]

Eventually it became apparent that first-line administrators of the agreement, such as department chairmen, needed additional information and an opportunity to review problems in contract interpretation. Workshops were held on each campus for these administrators with special emphasis placed on grievance procedures.[262]

Contact administration has also had an impact on the institution's organizational structure. Bucklew has reported that administering the contact at CMU has necessitated the following:

(1) The establishment of closer coordination between the academic affairs office, the personnel office and business division;

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[261] Mintz, "CUNY Experience," 121.

[262] Ibid.

(2) The implementation of procedures to ensure the close coordination of personnel programs affecting all unions on campus;

(3) The centralization of the administration of the staff benefit program for all employees;

(4) The coordination of operational decisions made by those involved in the administration of the agreement;

(5) The creation of administrator-faculty committees as required by the contract.

Bucklew also noted that because department chairmen have been included in the bargaining unit, the first-line administrators of the contract for the university have been the deans of the colleges. In one college this has resulted in a supervisory span of control ratio of approximately 1 to 300. This may necessitate the employment of additional administrative staff in the future.[263]

Collective bargaining has raised the issue of whether the operating costs of colleges and universities with a contract have increased. Angell has studied this issue:

> Some data were collected and costs per student credit hour were analyzed over a five-year period including two years prior to the effective date of the Taylor

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[263]Bucklew, "Administering a Faculty Agreement," 46-48.

> law. Costs continued upward throughout the period 1965-70, but no more rapidly during the post Taylor law period than during the pre Taylor law period.[264]

Any generalized conclusion from this finding must consider that the study was limited to New York.

Shoup reported somewhat different findings in Michigan community colleges noting that the outcomes of collective bargaining have resulted in an increase in operating budgets. Other factors have contributed to increased costs, and collective bargaining has not caused any financial hardships. However, trustees and presidents were concerned that if salary trends continued, financial problems could occur in the future.[265]

Collective bargaining has had cost implications for administrators. Angell has stated, "The large cost of negotiations, according to presidents, is in terms of time, new staff, and fragile emotional personalities."[266] Boyd has viewed the time invested by presidents and other top policy makers as a cost. A variety of administrators, such as the business manager, the budget director and controller have had to assume new time-consuming responsibilities that were not part of their

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[264]Angell, "Collective Negotiations in Upstate New York," 11.

[265]Shoup, "Faculty Bargaining Michigan Community Colleges," pp. 67-68.

[266]Angell, "Collective Negotiations in Upstate New York," 11.

jobs before the advent of collective bargaining. "The total cost of all this time consumption is substantial. It will be paid for partly by money which might otherwise have been spent in different ways, and partly by diverting energy from other tasks that should have been performed."[267]

Summary

Research studies on collective bargaining in higher education have focused on community colleges. The literature dealing with four-year institutions has been general in nature and often speculative with respect to the causes and outcomes of collective bargaining.

A few studies have been conducted on the characteristics of faculty members who have been either in support of or opposed to collective bargaining. There has been some evidence that characteristics such as age, academic rank, family background, mobility, political party affiliation, salary, sex and teaching experience differentiate between those who support or do not support collective bargaining. However, the conclusions regarding these distinguishing characteristics have varied; and they may not be generalizable to populations other than those studied.

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[267]Boyd, "Collective Bargaining in Academe," 313.

In institutions where collective bargaining has taken place, the role of representatives from state governmental agencies, members of governing boards and presidents has varied. The paucity of research on the involvement of these persons in collective bargaining in four-year institutions prohibits any generalized conclusion as to their current role.

Although the preparation procedures for collective bargaining in the private sector may have some applicability to higher education, there seem to be other factors unique to the collegiate environment that administrators may need to be aware of in preparing for negotiations. However, the procedures used in preparing for collective bargaining in four-year institutions apparently have not been documented.

The selection of the bargaining team has been emphasized in the literature as an important aspect of collective bargaining. Generally, it has been recommended that the team have a chief spokesman and persons knowledgeable about the institutions personnel policies, academic programs and financial status. Research on bargaining team size and composition has been limited to community colleges and only a few four-year institutions.

Some studies have investigated the characteristics of bargaining team members who have either contributed to or have been detrimental to the bargaining process.

There has been some evidence that characteristics such as self-worth, aggressiveness, social skill, dogmatism, attitude toward collective bargaining, knowledge of the institution and effective bargaining procedures and labor-management orientation differentiate between those negotiators who reach agreement and those who do not.

A few studies have analyzed the outcomes of collective bargaining. Although the findings regarding the effect of collective bargaining on salaries have varied, faculty members seem to participate more in decisions regarding their economic welfare than in other areas. Whether collective bargaining has directly increased the cost of operating the institution has not been determined, but there has been some indication that indirect costs have increased.

Limited research has revealed that unions have not attempted to infringe on managerial prerogatives, but faculty-administrator relationships have been affected by collective bargaining. The existence of a contract seems to require some changes in the organizational structure and the development of training programs in order for administrators to administer the agreement.

The review of the literature has revealed many studies on the development of faculty unionism. While some research has been conducted on collective bargaining in educational institutions, it has not focused on the problem which will be investigated in this study.

CHAPTER III

METHODOLOGY

The purpose of this chapter is to present the research design used in conducting the study. This chapter includes a discussion of the (1) procedures used to identify the population and participants included in the study, (2) the research technique, (3) the procedures used to develop and refine the research instrument, (4) the procedures used to collect the information and (5) the technique used to analyze and present the findings of the study.

The Population

The colleges and universities which were selected for study met the following criteria:

1. The faculty union and representatives of the institution's governing board had negotiated and ratified a written contract which was effective prior to December 31, 1971.
2. They were public institutions under state, local and state or local control.

3. The institutions offered a four-year baccalaureate degree.

The first step in the selection process was to identify colleges and universities that had negotiated and operationalized a written agreement with a predominately faculty union prior to December 31, 1971. The primary resources used in this step were issues of The Chronicle of Higher Education from January 1, 1971, to December 31, 1971, and information contained in the "Report of the Ad Hoc University Committee on Collective Bargaining" prepared by a Michigan State University faculty committee.[268] The Education Directory, 1970-1971, Higher Education[269] was used to determine if the institutions identified in step one, met the other two criteria. Seven institutions met these criteria and six were selected for study.

These institutions were diversified with respect to bargaining unit size, student enrollment, geographic distribution, number of degree programs, setting (e.g. rural, urban) and control. Faculty bargaining agents in these schools included affiliates of the AAUP, AFT and

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[268]Jackson, "Report Ad Hoc University Committee," p. 36.

[269]U.S., Department of Health, Education, and Welfare, Office of Education, Education Directory, 1970-1971, Higher Education (Washington, D.C.: Government Printing Office, 1971).

NEA. Single and multi-campus universities and a state system of higher education were represented in the study.

The persons who were asked to provide information for the study were identified by Dr. C. Keith Groty, Assistant Vice President for Employee Relations at Michigan State University. These individuals had a wide range of job titles. Each of the participants had been on a team which had bargained at least one contract with the faculty union in their institution and they all had been involved in the preparations preceding the negotiations process. To preserve anonymity, the participants and their institutions were not identified in the study.

The Research Interview

Telephone and in-person interviews were used to collect the data for this study. These research techniques were selected for several reasons. Van Dalen states that, "Many people are more willing to communicate information verbally than in writing and, therefore, will provide data more readily and fully in an interview than on a questionnaire."[270] According to Borg, the interview provides the interviewer with the opportunity to follow up leads and obtain a greater depth of information than

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[270]Deobold V. Van Dalen, Understanding Educational Research (New York: McGraw-Hill Book Co., Inc., 1962), p. 258.

is often possible using other techniques. Rapport can also be established and effective communication facilitated in the research interview.[271]

Telephone interviews were used to collect information from individuals located beyond a 200-mile radius of East Lansing, Michigan. By using telephone interviews, the scope of the study was expanded to include colleges and universities that otherwise would have been excluded from the investigation.

There is some evidence that the information obtained from personal and telephone interviews is similar. Peterson[272] and Sartor[273] have reported that their results were not significantly affected by using both techniques to collect data. After comparing the two techniques, Sudman concluded: "In none of these experiments was there any indication that the telephone

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[271]Walter R. Borg, Educational Research: An Introduction (New York: David McKay, Inc., 1965), p. 224.

[272]William D. Peterson, "A Study of Incidents Having an Impact on the Effectiveness of New and Experienced Presidents of Selected Colleges and Universities in the Midwest" (unpublished Ph.D. dissertation, Michigan State University, 1972), p. 83.

[273]Laurence C. Sartor, "A Study of Program Planning Practices in Student Personnel Administration" (unpublished Ph.D. dissertation, Michigan State University, 1970), p. 70.

results were any less satisfactory than those obtained for personal interviews."[274]

Despite the advantages of the interview and its applicability to this study the technique has limitations. According to Borg:

> The very adaptability gained by the interpersonal situation leads to subjectivity and possible bias. The interactions between the respondent and the interviewer are subject to bias from many sources. Eagerness of the respondent to please the interviewer, a vague antagonism that sometimes arises between the interviewer and the respondent, and the tendency of the interviewer to seek out answers that support his preconceived notions are but a few of the factors that contribute to possible biasing of data obtained from the interview.[275]

These disadvantages were taken into consideration in the development of the interview guide.

The Instrument

Several factors were considered in the development of the interview guide. Foremost, was the need to reduce the opportunity for the interviewer to bias the responses of the interviewee. This potential problem was taken into consideration by developing a series of structured or standardized questions that served as the basis for the interview.

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[274]Seymour Sudman, Reducing the Cost of Surveys (Chicago: David McKay, Inc., 1965), p. 224.

[275]Borg, Educational Research, p. 221.

> In the standardized interview, the questions, their sequence, and their wording are fixed. An interviewer may be allowed some liberty in asking questions, but very little. This liberty is specified in advance. Standardized interviews use interview schedules that have been carefully prepared in advance to obtain information pertinent to the research problem.[276]

The questions in the interview guide were based on the purposes and dimensions of the study (Appendix A). "Liberty" in the interview guide was limited to asking probing questions, when, in the judgment of the interviewer, answers seemed incomplete.

The method to be used in recording the responses of the participants was another consideration in the development of the interview guide. Tape recording the responses was selected because of the many advantages associated with this technique including: (1) the tendency of interviewers to select data favoring their bias is reduced; (2) a thorough analysis of responses can be made during several tape play backs; and (3) the interview process is speeded up since note taking by the interviewer is not required.[277] A pilot study was conducted to validate the interview guide and to refine interview procedures.

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[276]Kerlinger, Behavioral Research, p. 469.

[277]Borg, Educational Research, p. 225.

The Pilot Study

The objectives of the pilot study were to determine if the interview guide produced the information needed to accomplish the purpose of the study, to ascertain if a rephrasing of questions was needed and to assess the interview procedures. To accomplish these objectives, three trial interviews were conducted.

The first pilot interview was with an individual who had been involved in negotiating a contract with maintenance and food service employees in a large university. The second and third trial interviews were with persons who are responsible for all employee relations in their community colleges and who are responsible for negotiating contracts with faculty and other unions on their campuses. The trial interviews were tape recorded.

Revisions were made in the interview guide after each of the first two pilot interviews. These changes were based on post interview comments, reactions and suggestions made by the interviewees and an analysis of the tapes by the investigator. The need to probe some responses was evident during the pilot interviews and occasionally it was necessary to deviate slightly from the structured format to maintain rapport with the interviewee or to clear up misunderstandings in communication.

After the third pilot interview was completed, Dr. C. Keith Groty analyzed the interview guide and the

responses of the participants to determine if the questions elicited the information needed to accomplish the purpose of the study. The questions were judged appropriate to accomplish the purposes of the study.

The Collection of Data

The initial contact with the individuals identified as appropriate to participate in the study was made via a letter signed by Dr. C. Keith Groty. The purpose of the letter was to introduce the investigator and to state the general purpose of the study. A reply form and a stamped self-addressed envelope were enclosed for these persons to indicate whether they would or would not participate in the study (Appendix B).

The reply forms were returned within ten days and all of the respondents indicated that they would participate in the study. Four of the replies were from the addressees of the introductory letter. Two replies were not from the addressees but from other persons in the same institution to whom the letter had been referred.

The investigator contacted the respondents by telephone to: (1) establish a time and date for either an in-person or telephone interview, (2) explain the specific purpose of the study, (3) state the anonymous nature of the study and (4) request permission to tape record the interview.

After the purpose of the study was explained to the two individuals who were not the original recipients of the introductory letter, they indicated that they were not knowledgeable enough to effectively participate in the investigation. They referred the investigator to a more knowledgeable person in their institution who ultimately participated in the study. All participants gave their permission to have the interviews tape recorded.

The interviews were conducted between April 3, 1972, and May 1, 1972. The average time for all interviews was sixty-nine minutes. The two in-person interviews averaged eighty-two minutes and the four telephone interviews averaged sixty-two minutes.

The Presentation of Data

A descriptive approach was used to present the findings of this study. Descriptive research,

> Involves the description, recording, analysis, and interpretation of the present nature, composition, or process of phenomenon. The focus is on prevailing conditions, or how a person, group or thing behaves or functions in the present.[278]

This technique was selected for several reasons.

The study was exploratory in nature. A review of the literature revealed that it focused on a problem area which apparently has not been thoroughly investigated.

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[278]John W. Best, Research in Education (Englewood Cliffs, N.J.: Prentice-Hall, Inc., 1959), p. 12.

> General description is characteristic of the early stages of work in an area where the significant factors have not been isolated, and where perhaps one would not have the means for measuring them if they were identified. It is, therefore, a method of exploration.[279]

Because of the recent emergence of faculty unionism into higher education, the factors that administrators may need to consider as they prepare for negotiations and participate in the collective bargaining process have not been completely identified. Furthermore, quantitative studies on the union-management relationship in colleges and universities, that might have been used as a foundation for this investigation, have not been undertaken. Because of these factors and the exploratory nature of the study, the descriptive technique was selected to present the findings.

The advantages of descriptive research were also suited to the need for this study. Descriptive studies often: (1) provide practical and useful information for planning; (2) alert educators to trends and possible future events; and (3) facilitate an understanding of what is taking place in areas where processes and practices are continually changing.[280] The need for this

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[279]Carter V. Good and Douglas E. Scates, Methods of Research (New York: Appleton-Century-Crofts, Inc., 1954), p. 275.

[280]Van Dalen, Understanding Educational Research, p. 184.

study was stated as not only attempting to fill a void in an area where general understanding was incomplete but also to respond to the immediate concerns that administrators may have about collective bargaining. These needs coupled with the infancy of collective bargaining in higher education seemed to fit the advantages associated with a descriptive study.

Due to the aforementioned reasons, a descriptive approach was used to analyze the data in this study. A statistical treatment of the findings was not attempted because of the nature of the data and the size of the population. A complete transcription of each interview was not made; however, extensive notes were taken and frequently quotations were transcribed from the interviewee's responses.

Next, two independent judges were selected and familiarized with the interview guide.[281] These judges listened to twelve randomly selected five-minute segments of the tape recordings which comprised 14 per cent of the interview time.

One judge checked the researcher's objectivity in recording information from the tape recordings by comparing the notes and quotes taken by the investigator

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[281]The judges were Ph.D. candidates in the Department of Administration and Higher Education at Michigan State University. They were selected because of their familiarity with the study and collective bargaining in higher education.

with the responses of the interviewees. This judge agreed with one researcher on 94.9 per cent of the notes and quotes taken.

Another judge ascertained whether the researcher had recorded all of the important information from the tape recordings as it related to the purposes of the study. This judge took notes from the tapes and compared them with the notes of the investigator. There was very high agreement between the information selected by the researcher and this judge.

The final step in analyzing the data was to classify the notes and quotes according to the purposes and dimensions of the investigation. The data pertinent to each purpose were studied and verbal descriptions were used to present the results of the analysis. An attempt was made to indicate areas of commonality among the responses of the participants and to present the range of opinion when they expressed different viewpoints. Quotations were used to illustrate various views and to highlight key points.

Summary

The study included six administrators from six public four-year colleges and universities that had negotiated and operationalized a written contract with a faculty union prior to December 31, 1971. All of the

participants had been on a team which had bargained at least one contract with the faculty union in their institution and they had been involved in the preparations preceding the negotiations. Telephone and in-person interviews were conducted to collect information. The interview guide consisted of questions that were based on the purposes of the study. A descriptive approach was used to analyze and present the findings. The information that was obtained by using this research design is presented in Chapter IV.

CHAPTER IV

PRESENTATION OF FINDINGS

The purpose of this chapter is to present the findings of this study. In the first section, the role of state governmental agencies, institutional governing boards and presidents in the preparations for collective bargaining and during the negotiations process is presented. The organizational procedures used in the preparations for negotiations and during the bargaining process are reported in the second section. In the final section the recommendations of the interviewees regarding organizational procedures that may be useful for universities entering into a collective bargaining relationship with a faculty union are presented.

The Role of State Governmental Agencies, Governing Boards and Presidents

A purpose of this study was to ascertain the role of state governmental agencies, institutional governing boards and presidents in the preparations for negotiations and during the process of bargaining with a faculty

union. The purpose of this section is to report the findings related to this purpose of the study.

State Governmental Agencies

In Table 4 the participation of state or city governmental agency personnel in the preparations for collective bargaining and during the negotiations process is summarized. These governmental personnel were from offices with responsibilities for state employee labor relations or for budgetary matters.

The participation of state agency personnel in the preparations for negotiations varied considerably in the institutions studied. The most direct involvement occurred in a state system of higher education where an individual from a state office of employee relations was active in coordinating the efforts of the group which prepared for negotiations. Other personnel from this office occasionally participated in the preparations for collective bargaining as did individuals from the state budget office.

In three schools there were some meetings between institutional and governmental representatives prior to negotiations. Two participants reported that state agency personnel did not participate in the preparations for collective bargaining.

The involvement of state governmental personnel tended to increase during the negotiations process. The

TABLE 4.--A summary of the participation of state/city governmental agencies in the preparations for negotiations and in the collective bargaining process.

Institution	State/City Governmental Agency Participation in the Preparations for Negotiations	State/City Governmental Agency Participation in the Collective Bargaining Process
1	Members of the bargaining team discussed "approaches" to negotiations and state laws, with representatives from a state agency responsible for collective bargaining by public employees.	Members of the bargaining team met with representatives of a state agency responsible for collective bargaining by public employees to discuss whether negotiations were proceeding in accordance with state laws.
2	There was no participation in the preparations for negotiations by representatives from a state agency.	The Bureau of the Budget was contacted early in negotiations by the bargaining team to discuss the financial offer which could be made to the faculty union. The Bureau of the Budget and the governor's offices were contacted frequently during the latter stages of negotiations to determine the financial offer which could be made to the union and for guidance regarding the position that should be taken, if the faculty union decided to strike.
3	There was no participation in the preparations for negotiations by representatives from a state agency.	The Bureau of the Budget was informed of the nature of the contract that the university was negotiating with the faculty union.
4	"Casual information" was provided to the state agency responsible for collective bargaining by public employees in the state. Faculty unionization was discussed with state legislators by the institution's lobbyist.	The state agency responsible for collective bargaining by public employees and a representative from the Office of the Chancellor of Higher Education were informed of the progress of negotiations by the chief spokesman of the bargaining team. Consultations also occurred between representatives from the institution and the state budget office. Faculty unionization was discussed with state legislators by the institution's lobbyist.
5	Discussions were held between representatives of the institution and the city regarding the financial offer that could be made to the faculty union.	The institution was given "an outside limit" regarding the financial offer which could be made to the faculty union.
6	A representative from a state agency responsible for employee relations in the state was an active member of the group that prepared for negotiations. Staff members from this agency occasionally participated in the preparations for negotiations. Representatives from the institution and the state budget developed a "ball park figure" regarding the financial offer which could be offered the union.	A representative from a state agency responsible for employee relations in the state was the chief spokesman for the bargaining team. Staff members from this agency and the budget office occasionally participated in negotiations when their expertise was needed.

most direct participation was still in a state system of higher education where an individual from a state office of employee relations was the chief spokesman for the bargaining team. Other personnel from this agency and the state budget office occasionally participated in the negotiations process when their expertise was needed by the bargaining team.

In four institutions, state agency personnel were more involved in the bargaining process than they had been during the preparations for negotiations. The greatest increase in participation occurred in one university which contacted the Bureau of the Budget to discuss the compensation proposal which could be offered the union. Toward the latter part of negotiations, representatives from this institution were in frequent contact with the Bureau of the Budget and representatives of the governor's office to receive additional guidance regarding the financial offer which could be made to the faculty union. The governor's office and legislators were also contacted for guidance regarding the position which should be taken by the institution if the faculty decided to strike.

The increased contact with state agency personnel in two institutions was primarily to determine what the universities budget might be during the forthcoming fiscal year and in one case "an outside limit" regarding

the compensation proposal was provided by the city. One university which did not have any contact with state governmental personnel prior to bargaining did inform the Bureau of the Budget regarding the nature of the contract that the university was attempting to negotiate with the faculty union.

Three participants made comments that indicated that they were opposed to state governmental involvement in the collective bargaining process. According to one individual representatives from a state governmental agency exerted too much control in the preparations for collective bargaining and during the negotiations process. And unfortunately they were not receptive to involving administrators from the institution's multi-campuses during the preparations for negotiations.

In another university the state government was attempting to exert greater control of the institution through the collective bargaining process. The interviewee stated:

> While we coordinate with them, we meet with them and keep them informed, we have refused to let them on the bargaining team.
>
> . . . . . .
>
> We're trying to avoid the kind of open break in the decision-making process that may result from collective bargaining which may allow for state intervention.

Institutional Governing Boards

In Table 5 the participation of institutional governing boards in the preparations for collective bargaining and during the negotiations process is summarized.

The most direct involvement occurred in a university where the group which prepared for negotiations included an "observer" from the institution's governing board. This person was also a liaison between this group and the board.

In another institution a sub-committee of the board maintained liaison with the group which was responsible for preparing for the bargaining process. Although these two groups met to discuss what they considered as non-negotiable issues, the interviewee characterized the participation of the sub-committee as "not heavy."

In a third university the board's involvement prior to negotiating the first contract with the faculty union was summarized by the interviewee:

> At almost every board meeting prior to negotiations, a status report would be prepared and a certain kind of ultimate policy questions were [sic] submitted to the board for their consideration. Like, would you take a strike? What do you think should be the range of negotiable issues? What's the outside salary limit? Those kind of questions, but not a lot of detail.

This board's role changed slightly during the preparations for the negotiation of the second contract:

TABLE 5.--A summary of the participation of institutional governing boards in the preparations for negotiations and in the collective bargaining process.

Institution	Governing Board Participation in the Preparations for Negotiations	Governing Board Participation in the Collective Bargaining Process
1	A member of the governing board served with the group that prepared for negotiations in a liaison capacity.	A board member was on the bargaining team.
2	"Two or three" members of the governing board provided "very limited input" during the preparations for negotiations.	The interviewee said that during the later stages of negotiations "our board played an active part, an active role. I must say it was an extremely active role. They also outlined some broad guidelines they felt should be followed."
3	The governing board reviewed policies and bargaining positions that were brought to their attention by the president.	The governing board reviewed bargaining positions that were brought to their attention by the president.
4	The governing board was informed by the president "in general terms [of] what was happening. There was no meaningful input by the Board of Governors."	The governing board delegated the authority to reach an agreement with the faculty union to the president.
5	A four-member sub-committee of the governing board met with the group that was responsible for preparing for negotiations to discuss policy issues. However, their involvement was characterized as "not heavy."	A four-member sub-committee of the governing board met with the bargaining team and the policy team to discuss crucial policy issues which were raised during collective bargaining.
6	The governing board was not involved in the preparations for negotiations.	The governing board was not involved in the collective bargaining process.

> We [president and chief spokesman] came to them with a proposed set of guidelines. You see we brought to them, to each board member, a very extensive paper. We said, here are all of the possible issues. We know where we want to be on this one and this one. We'll discuss any one of these you want to discuss if you want to argue with our results. The board just can't spend time looking at 130 issues.

The board usually reviewed those issues that were brought to their attention by the president and which required decisions most appropriately made by them.

There was considerably less participation by governing boards prior to the commencement of negotiations in two other institutions and in a state system of higher education the board was not involved in the preparations for collective bargaining.

In all but one university the role of the governing board tended not to change after the commencement of bargaining. As indicated in Table 5 the most direct participation in the negotiation process was in an institution which had a board member on the bargaining team.

The greatest change in participation was in a school where "one or two" governing board members had provided "very limited input" prior to negotiations. The respondent stated that during the later stages of the bargaining process the entire board played "an extremely active role. They did start outlining some broad guidelines they felt should be followed."

Another aspect of the board's involvement in the bargaining process was the degree of decision-making

authority given to the negotiating team to reach an agreement with the faculty union. The decision-making authority of the bargaining teams is summarized in Table 6.

All of the participants reported that the governing board was responsible for ratifying the contract. However, some university teams had more authority than others to reach an agreement with the faculty bargaining agent during the negotiations process. In one institution the involvement of the board in contract ratification was minimal since they had authorized the president of the university to reach an agreement with the union. The team which included a member of the governing board also had more authority than most negotiating teams.

In two institutions the bargaining team had authority to reach a tentative agreement with the faculty bargaining agent. Tentative agreement was characterized by the participants from these two schools as the authority of the negotiating team to agree on contractual items at the bargaining table, subject to ratification by the governing board. One respondent summarized this approach:

> Our bargaining team had decision-making authority based upon parameters that became laid down and discussed with the back-up policy committee. We would talk something out with the policy committee. What were our parameters? What were our limits? What did we want?

TABLE 6.--Decision-making authority of bargaining teams during the collective bargaining process.

Decision-Making Authority	Description of Decision-Making Authority Delegated to the Bargaining Teams
Team Had Authority to Reach Agreement	No bargaining team had the authority to reach a final and binding agreement during the bargaining process. In one institution the board ratified the contract. According to the interviewee, "As a practical matter though the president has been delegated the authority to deal with the problem. We didn't really submit the final contract to the board for its approval as such. They're made aware that the contract has been settled." In one institution the board ratified the contract. According to the interviewee, "Because we had the liaison man of the board with us we had just about full authority."
Team Could Reach a Tentative Agreement	In two institutions the bargaining team could reach a tentative agreement with the faculty bargaining agent subject to ratification by the institution's governing board. In one institution the bargaining team could reach tentative agreement. However, the interviewee said, "the guy that was negotiating on behalf of the governor's office basically had to touch base every two minutes with the guy who was his boss and I had to touch base with the Chancellor's Office."
Team Had No Authority to Reach An Agreement	In one institution the team had limited authority. The interviewee said, "Basically we were put in there without the authority to really accept. It was always we'll take it under advisement."

A negotiating team which initially did not have the authority to reach a tentative agreement was ultimately given this authority. According to the respondent, "As things worked down and issues became more clearly defined, a lot of it was prearranged approval . . . that approval was granted by the president and this advisory group." By the time this bargaining team had the authority to reach tentative agreement, the institution's governing board had taken an active role in advising the president and the bargaining team.

One participant stated that while the bargaining team could reach tentative agreement, they were required to keep the governor's office and the chancellor frequently informed with respect to what was taking place during negotiations.

Presidents

In Table 7 the role of presidents/chancellors in the preparations for negotiations and in the collective bargaining process is summarized. The role of presidents/chancellors was characterized by:

1. Presidents/chancellors participated in varying degrees in the preparations for bargaining.
2. Presidents/chancellors did not coordinate the planning details of the group that prepared for collective bargaining.

TABLE 7.--A summary of the participation of presidents in the preparations for negotiations and in the collective bargaining process.

Institution	Presidential Participation in the Preparations for Negotiations	Presidential Participation in the Collective Bargaining Process
1	The president met occasionally with the group which was responsible for preparing for negotiations.	The president was not a member of the bargaining team. The bargaining team met "as needed" with the president.
2	The president was a member of the group which prepared for negotiations.	The president was not a member of the bargaining team but did give a speech to both teams during the first bargaining session. The president was a member of the policy team which met frequently with the bargaining team to discuss union proposals and to develop counter proposals.
3	The president met frequently with the group which was responsible for the preparations for negotiations to review bargaining positions.	The president was not a member of the policy or bargaining team but met frequently with the chief spokesman when the bargaining team needed additional guidance to resolve impasses.
4	The president was a member of the group which prepared for negotiations.	The president was not a member of the bargaining or policy team. The chief spokesman for the bargaining team met with the president "occasionally on key problems or just to get a feel of the thing and where it's going."
5	The president was a member of the group that prepared for negotiations.	The president was not a member of the bargaining team, but was an active member of the policy team that met frequently with the bargaining team to review union proposals and to develop counter proposals.
6	The president was not a member of the group that prepared for negotiations, but this group "reported to him all the time. . . . He knew exactly what was going on at all times."	The president was informed of the progress of negotiations and generally had to give approval before a tentative agreement could be reached by the bargaining team.

3. Presidents/chancellors were not on any bargaining teams.

Among the more active presidents in the preparations for collective bargaining was one who: (1) participated in the pre-bargaining planning meetings; (2) stated in the first pre-bargaining planning meeting what the financial terms should be in the contract and (3) conducted a review of the role of the university senate with the vice president for academic affairs to determine which issues of governance should be the prerogatives of that body and which should be subjects for negotiation. Two other participants reported that the presidents were also active members of the group which prepared for negotiations.

In another institution the president was not a member of the group which prepared for negotiations but was "fairly actively" involved in "a policy sort of way." The president reviewed the bargaining positions that were developed by this group and with the chief spokesman presented issues to the governing board for their review. There was less participation by presidents in the preparations for bargaining in two other institutions.

During the negotiations process, two presidents who had been members of the group that prepared for bargaining were on a policy team. These policy teams

met frequently with the bargaining team to evaluate union proposals, to develop counter proposals and to discuss bargaining strategy.

In one institution the president was a member of the group that prepared for bargaining, but was not on the policy team. The interviewee from this university described the president's role during negotiations:

> We have a back-up policy team of deans, and then we have a small group who may meet informally. And that consists of the president, the academic vice president and the vice president and treasurer. The four of us may meet occasionally on key problems or just to get a feel of the thing and where it's going.
> . . . . . .
> We agreed very early that he would not participate in the actual bargaining. That he would come in at the last minute . . . with the final penny if necessary. This was not necessary.

In another school the bargaining team and the policy team met frequently to discuss union proposals and to develop counter proposals. However, the interviewee stated that "there are certain things they can't make a decision on either because they don't have enough knowledge, they don't know the impact or it has such university wide impact that they can't or it needs the acceptance of the hierarchy of the university in order to accomplish it." These issues were reviewed by the president:

> Now the president's job was then to take it to his executive staff which is each of his vice presidents and vice provosts and that's about eight people and say now here is something the bargaining team has shuttled to me and I want your thoughts on. And some of them they could resolve, but some others had to go through them to the board.

This president also occasionally assisted in drafting contract language.

The president of a state system of higher education met very frequently with a member of the bargaining team to discuss union proposals and to suggest counter proposals. In another university the bargaining team met with the president "as needed" but not on an ongoing basis. Neither of these schools had policy teams.

The Organizational Procedures Used in the Preparations for Negotiations and During the Collective Bargaining Process

Another purpose of this study was to ascertain the organizational procedures used in the preparations for negotiations and during the collective bargaining process. The organizational procedures which were studied included: (1) the personnel involved in the preparations and process; (2) the staff additions needed for the preparations and process; (3) the training provided personnel involved in the preparations and process; (4) the planning activities undertaken during the preparations and process and (5) the information used in the preparations and process. The purpose of this section is to report the organizational procedures used in the universities studied.

Personnel

The responses of the interviewees to the question of who was involved in the preparations for

negotiations are summarized in Table 8. As indicated in Table 8, a variety of personnel participated in the preparations for negotiating the first contract with the faculty union.

A representative from a state governmental agency participated in the preparations for bargaining in one university. A member of a governing board was also a member of the group that prepared for negotiations in another institution. Presidents and presidential assistants were regular members of the group that prepared for bargaining in three schools and attorneys participated in four institutions. In a fifth school an attorney occasionally participated in the planning for negotiations.

Personnel at the vice presidential level participated in the preparations for negotiations in more schools (5) and in greater number (12) than any other group of administrators. In a sixth institution, the president and vice presidents reviewed bargaining positions that had been developed by the preparations group. And a vice president was included in the group which prepared for bargaining for the second agreement in this institution.

There was a tendency in multi-campus universities to not involve many personnel below the vice presidential level. However, one single campus institution which does

TABLE 8.--Composition of the group responsible for preparing for negotiations.

Position	Institution					
	1	2	3	4	5	6
State Government Agency Representative						x
Governing Board Member	x					
President		x		x	xxx[a]	
Presidential Assistant				x	x	x
Vice President[b]	x	xxx		xx[c]	xxx	xxx
Assistant Vice President[d]		xx			x	
Dean	xxxx	x	xxxxx			
Assistant Dean[d]		x				
Comptroller[e]	x	x	x			
Personnel Director		x	x			
Attorney		x	x		x	x
Labor Relations Specialist					x	

[a]Includes two campus presidents.

[b]Includes individuals holding the title of Provost, Dean of the Faculty, Vice President or Vice Chancellor.

[c]One individual held title of Vice President and Treasurer.

[d]Includes titles of Associate, Assistant or Assistant to.

[e]Includes individuals who held title of Treasurer or Budget Director.

not have any vice presidents, involved all of the deans and the highest academic administrator (dean of the faculty) in the preparations for negotiations.

While the personnel listed in Table 8 were the most actively involved in preparations for bargaining, in all institutions other individuals occasionally participated but not on a regular basis.

In general, the individuals who participated in the preparations for negotiations had job responsibilities related to: (1) academic administration, (2) personnel administration and (3) financial or budgetary administration. Attorneys were involved in four schools and a legal counsel occasionally participated in a fifth university.

The individuals who were responsible for coordinating the efforts of the group which prepared for negotiations included: (1) treasurer, (2) assistant to the president, (3) attorney, (4) vice chancellor for business affairs and (5) associate dean of arts and sciences. In a state system of education the institution's labor lawyer and a representative from a governmental agency were both active in coordinating the preparations for negotiations. In one university the treasurer was initially responsible for the preparations, but this function was eventually delegated to the dean of the faculty, who was not employed by the school until after some planning had taken place.

In all of these institutions the person who was responsible for coordinating the preparations for negotiations also served as the chief spokesman for the bargaining team.

In Table 9 the composition of and the chief spokesmen for the bargaining teams is presented. A comparison of Table 8 and Table 9 reveals that bargaining team members were usually part of the group which prepared for negotiations.

In a state system of higher education a representative from a state governmental agency was on the bargaining team and served as the chief spokesman. Only one bargaining team included a governing board member and presidents were not on any teams.

In four institutions, vice presidents served on the bargaining team. All of the multi-campus institutions in the study ultimately had vice presidents on their negotiating teams and tended to include fewer personnel below the vice presidential level than did single-campus schools. However, one single-campus institution which does not have any vice presidents had all of the deans and the highest academic administrator (dean of the faculty) on the bargaining team.

Deans were on four negotiating teams and were represented in greater number (11) than any other group of administrator. However, only one multi-campus institution had a dean on the team. Presidential and vice

TABLE 9.--Composition of bargaining teams.

Position	Institution					
	1	2	3[a]	4	5	6
State Government Agency Representative						x
Governing Board Member	x					
President				x[b]		
Presidential Assistant				x	x	x
Vice President[c]	x			x	xx	xx
Assistant Vice President[d]		x				
Dean	xxxx	x	xxxxx	x		
Assistant Dean[d]		x				
Comptroller[e]	x	x	x			
Personnel Director		x	x			
Attorney			x			x
Labor Relations Specialist					x	

x = regular team member; x = chief spokesman.

[a]The team that negotiated the second contract in this institution included a vice provost, comptroller, two deans, director of libraries and the institution's legal counsel.

[b]A campus president, but not the president of the institution.

[c]Includes individuals holding the title of Provost and Dean of the Faculty, Vice President or Vice Chancellor.

[d]Includes individuals holding the title of Associate, Assistant or Assistant to.

[e]Includes individual holding the titles of Treasurer or Budget Director.

presidential assistants were on three teams and attorneys were on two teams. Another institution had two vice chancellors on the team who were also attorneys.

Generally, the negotiating teams included individuals who had job responsibilities related to academic, personnel and financial administration. In addition to the bargaining team, other administrators were indirectly involved in negotiations. In four universities, policy teams were established to meet with the bargaining team to evaluate union proposals and to develop counter proposals. The policy teams usually included individuals who participated in the preparations for negotiations. Two schools did not establish regular policy teams, but their bargaining team did meet with other administrators during negotiations.

The size of the bargaining teams ranged from two to eight members. The university which began negotiations with a two-member team ultimately added two persons and the vice president for academic affairs occasionally participated in bargaining. The interviewee said of the two-member team, "I found that it was very difficult to spell each other off and alleviate some of the pressure that develops." Furthermore, "when we get to the crucial stage,I usually bring in the vice president for academic affairs and he begins doling out the concessions." In

this institution an attorney occasionally participated in negotiations, but was not a regular team member.

In two other universities attorneys occasionally participated in negotiations, but were not regular members of the bargaining team. However, in one of these institutions the attorney replaced the associate dean of arts and sciences as the chief spokesman during the last two weeks of negotiations.

According to another respondent the size of the regular team was five, however, "we'd bring people in and out depending on what the issues were," such as personnel from the state budget office, the institution's personnel staff and on one occasion, a campus president.

In all of the universities studied the chief spokesman coordinated the preparations for negotiations and in four schools they had previously been involved in bargaining with non-faculty unions. A fifth team had a member who had been the chief spokesman in negotiations with non-faculty unions, but this interviewee reported that, "when I would say I bargained eight contracts with the janitors, that somehow never equated to equal one contract with the AAUP." In a sixth institution a member of the team had been a former labor union official.

Staffing

The employment status and responsibilities of individuals hired to assist in the preparations for

negotiations and during collective bargaining when the institutions studied negotiated their first contract with a faculty union are reported in Table 10.

Only two universities hired individuals on a full-time basis to assist in the preparations for negotiations and to serve on the bargaining team. Attorneys were employed more frequently than other individuals; however, all but one was from a law firm which had been retained prior to faculty unionization for the purpose of providing legal counsel to the institution.

The participation of these individuals in the preparations for negotiations varied. One attorney was retained on a full-time basis to coordinate the efforts of the group that prepared for negotiations. Another attorney was active in the preparations for negotiations and assisted in writing a contract which was ultimately presented to the faculty bargaining agent. In a third school a legal counsel occasionally provided advice to the group which prepared for negotiations.

A full-time labor relations specialist was employed in one school for approximately one year to assist in the preparations for bargaining. A consultant was hired in another school to develop and participate in a training program for the bargaining team and the personnel who were preparing for negotiations.

TABLE 10.--A summary of the responsibilities and employment status of persons hired to assist in the preparations for negotiations and during collective bargaining.

Institution	Person Employed	Employment Status	Participation in the Preparations for Negotiations	Participation in the Collective Bargaining Process
1	Attorney	Hired on a part-time basis	The attorney was not hired until after the commencement of bargaining.	The attorney participated in the bargaining process "toward the end of the contract to pull it all together."
2	Attorney	Retainer[a]	The attorney was a member of the group that prepared for negotiations.	The attorney was a member of the policy team and became the bargaining team's chief spokesman during the last two weeks of bargaining.
3	Attorney	Retainer[a]	The attorney was responsible for coordinating the efforts of the group that prepared for negotiations.	The attorney was the chief spokesman for the bargaining team.
	Consultant		The consultant was hired to develop and participate in a training program for the group that was preparing for negotiations and the bargaining team.	
4	Attorney	Retainer[a]	The attorney participated in some of the pre-bargaining planning meetings and lobbied on behalf of the university with the legislature.	The attorney participated in the bargaining process as an "exception" and only when needed to assist in drafting contract language.
5	Labor Relations Specialist	Full-time Employment[b]	The labor relations specialist was a member of the group that prepared for negotiations.	The labor relations specialist was a member of the bargaining team.
6	No personnel were employed in this institution. A full-time labor lawyer was on the institution's staff.			

[a]These attorneys were from law firms and had been retained prior to faculty unionization and had provided the institutions with legal counsel before collective bargaining.

[b]This individual was given a faculty position after the contract was ratified.

The individuals who were hired to assist in the preparations for collective bargaining, with the exception of the part-time consultant, were also employed during the negotiations process. One institution which did not hire any additional staff members prior to the commencement of bargaining hired an attorney on a part-time basis during negotiations.

As indicated in Table 10 the participation of these individuals during the bargaining process varied. The most active involvement was in an institution where an attorney had been retained on a full-time basis to coordinate the preparations for negotiations and be the chief spokesman for the bargaining team. The full-time labor relations specialist in another school was also on the bargaining team.

In one school an attorney who was not on the bargaining team during the early stages of negotiations joined the team and became the chief spokesman during the last two weeks of bargaining. In two universities, attorneys occasionally participated in the bargaining process to assist primarily in the development of the language used in the contract.

Since negotiating a contract with a faculty union all of the institutions studied have developed and staffed positions with persons with responsibilities related to faculty labor relations. In one multi-campus university,

a vice president for employee relations position was established after the first contract was negotiated and during a reorganization of the university's administrative structure. This position has not been staffed and the remaining organizational structure for the office has not been determined. The vice president, when selected, will be responsible for all personnel and labor relations in the institution. In this institution a full-time attorney has been hired to assist the president in resolving faculty grievances. The interviewee predicted that this person will eventually become involved in the preparations for bargaining with the faculty union.

In another school, after the first contract was negotiated, a position was established and staffed in the provost's office. The primary responsibilities of this individual have been to coordinate the efforts of the group which prepared for negotiating a second contract with a faculty union, to serve as the chief spokesman of the bargaining team and to administer the contract. With respect to the establishment of this position the interviewee said, "I think the university knew from the moment that collective bargaining was on the horizon and confirmed with an election that it had to get itself staffed on an ongoing regular basis with somebody who could accept the responsibility for collective bargaining with the faculty."

A position was also established in the personnel office and staffed by an individual who has had the responsibility of coordinating the fringe benefit program for all employees. The staffing of this position was influenced by the negotiation of a contract with the faculty union to the extent that the university decided, "let's do it now." Finally, a consulting firm was hired for a short period of time to assist a joint-faculty administrative committee established during negotiations to develop a faculty fringe benefit program.

In a single-campus school, after the first contract with a faculty union was negotiated, a director of employee relations was hired. This person has been responsible for all personnel and labor relations within the institution. Prior to collective bargaining with the faculty union, the institution was seeking a person to fill this new position, but in the absence of faculty unionization, the interviewee stated, "it may have been five years from now."

In a state system of education, the vice chancellor for employee relations has been assigned the responsibility for faculty labor relations since the first contract was negotiated. A position has been established and staffed by an individual who has been responsible for resolving faculty grievances and administering the contract.

A vice chancellor for faculty and staff relations position was established and staffed during the negotiations process in a fifth school. This person has been responsible for all personnel and labor relations in the institution. These responsibilities were formerly those of the vice chancellor for business affairs. Other new positions in this office include: (1) a dean of faculty and staff relations, (2) a director of labor relations and (3) a hearing officer (attorney).

All but two of the respondents seemed generally satisfied with the number of personnel who were available to work with faculty labor relations. However, one interviewee from a multi-campus university indicated that a staff of six was needed. The participant from the university which had not established any positions after the first contract was negotiated, stated that a person was needed to conduct research and compile information which could be used in planning for negotiations.

Training

All of the institutions studied provided some training on various aspects of labor relations for the group that prepared for negotiations and/or the bargaining team. In three universities, training was provided prior to the commencement of the bargaining process and included members of the group which prepared for negotiations and the bargaining team. Two of these institutions provided

additional training for members of the bargaining team after the start of negotiations. The three schools that did not provide any training prior to the start of negotiations did so after bargaining began.

The most comprehensive training program was implemented in one university prior to the commencement of the bargaining process and included the bargaining team and members of the group involved in the preparations for negotiations. This program included:

1. Six persons attended a seminar sponsored by a consulting firm. The first day of the seminar focused on a general introduction to collective bargaining in higher education and for approximately two days the attendees participated in simulated bargaining sessions.

2. A two-day on-campus workshop was developed by a consultant. The bargaining team and the individuals who were preparing for negotiations participated in this workshop. The first day of the workshop consisted of discussions on issues that might arise during negotiations and positions that might be taken during the bargaining process. During the second day an individual from the office of the vice president of academic affairs, a fringe benefit coordinator and a person involved in collective bargaining with non-faculty unions

participated in the workshop. Although their institution was not involved in collective bargaining with a faculty union, their participation was designed to provide a different perspective on the issues which might arise during negotiations.

3. There was some consultation with an administrator from another institution which was involved in collective bargaining with a faculty union.

4. This institution also provided a form of "on the job" training to familiarize several administrators with the collective bargaining process. According to the interviewee:

> All of the deans didn't go to the table the second time. One of the reasons we took all the deans the first time was we wanted them all to have been through that experience one time; to have known what it's about; to be comfortable with it; not to have been outside of that phase.

The personnel in the five other institutions studied had a limited amount of training. For example, in one school two bargaining team members attended a College and University Personnel Association (CUPA) seminar after the commencement of negotiations. In another school, one team member attended programs sponsored by a university department of labor and industrial relations, a CUPA seminar and a program offered by the American Management Association. Other training that was offered in these five schools included:

1. "A group" of administrators involved in the preparations for bargaining, including members of the negotiating team,met with an "expert" in arbitration and municipal collective bargaining.
2. The chief spokesman met with "about a dozen people" involved in collective bargaining with municipal employees.
3. The bargaining team and the group that prepared for negotiations met with an attorney to discuss the bargaining process.
4. Simulated bargaining sessions were conducted involving the bargaining team and the group that prepared for negotiations.
5. Meeting with individuals from other institutions involved in collective bargaining with a faculty union to discuss their experiences.
6. Reading articles.

In one multi-campus institution a training program was conducted for campus presidents, vice presidents and deans prior to the certification of the faculty bargaining unit. This program was developed and presented by the institution's full-time labor lawyer and included presentations on the following:

(1) The state statute governing collective bargaining by public employees;

(2) The implications of faculty unionization for the institution;

(3) The possibilities and implications of a new faculty grievance system;

(4) The issues that might be raised during negotiations;

(5) The collective bargaining process;

(6) The meaning of arbitration and the implications of third-party involvement in the grievance procedure;

(7) The importance of maintaining accurate personnel records when operating under a contract;

(8) The need to "police" the policies stated in a contract.

Many of the participants indicated that because faculty unionization was a new development in higher education at the time they entered into collective bargaining, it was difficult to adequately train individuals to work with the process. However, three interviewees expressed dissatisfaction with their training efforts and stated that they should have attempted to learn more

about collective bargaining before entering into negotiations with the faculty union.

Planning/Information

Planning for the bargaining process was undertaken by the group which was responsible for preparing for negotiations in all of the institutions studied. However, four interviewees stated that they did very little planning prior to the collective bargaining process. The lack of planning is reflected in the following statements made by these four participants in response to the question of what planning was done to prepare for negotiations.

1. "Very little real planning took place."
2. "We went with almost no preconceived notion of what should be included in the contract."
3. "I think the first day we went to the table our concern was to get as much as possible what their demands were. We began then focusing on specifics with the policy committee."
4. "We were in a defensive posture from the outset."

   . . . . . .

   "I don't believe we put in the kind of preparation we should have."

Despite these initial responses of the interviewees, further probing questions by the interviewer revealed that some planning for negotiations had taken place. The following is a list of some of the planning activities that one or more of these four institutions engaged in prior to negotiations:

(1) Conferred with the governing board, but not in an ongoing manner;

(2) Conferred with state governmental agency personnel to discuss "approaches" to collective bargaining and to review state statutes that were applicable to negotiations by state public employees;

(3) Reviewed the university's faculty personnel policies;

(4) Attempted to determine what issues might be presented during bargaining by reviewing the goals of the union and the issues they had raised in community college and secondary school negotiations;

(5) Held pre-bargaining conferences with union representatives to establish bargaining procedures;

(6) Held pre-bargaining conferences with union representatives to discuss the nature of the bargaining relationship, i.e. a cooperative versus a belligerent relationship;

(7) Discussed policy issues with a sub-committee of the governing board;

(8) A labor relations specialist prepared papers defining such items as, open, closed and agency shop;

(9) Attempted to establish bargaining parameters by determining what would be considered by the university's negotiating team as non-negotiable issues;

(10) Attempted to develop "a ball park figure of where we were going financially in terms of what we were prepared to offer;

(11) Conferred with an attorney;

(12) Conferred with administrators in other universities who had been involved in collective bargaining with faculty unions.

These four respondents expressed varying degrees of dissatisfaction with the planning that was undertaken prior to negotiations. According to one interviewee, "I would say my biggest single problem is getting university administrators to find time to conceptualize the planning process [and] to decide what it is they need for themselves." This individual summarized this university's planning for negotiations:

> We came to the table with a very deliberate bargaining approach which was that we would try a combination of traditional governance and collective bargaining. And therefore we would narrow the scope of bargaining as much as possible. And our big problem has been to identify with the AAUP the kind of issue that should be resolved at the various colleges . . . which issues should be resolved through the normal governance structure of the university, using the university senate and which issues should we handle at the bargaining table or with an ad hoc sub-committee or some formal committee. And therefore much of our discussion was sorting out the issues.

In another institution the group which prepared for bargaining focused their efforts on defining the issues which, in their opinion, would not be subjects for bargaining. The number of administrators involved in the planning for negotiations was kept small to keep their activities secret. The attempt to maintain secrecy failed and the interviewee commented that "unless you involve your top administrators in the input process, these people who ultimately have to administer the contract that you negotiate will take a view similar to . . . you wrote the law go and enforce it."

The planning in a third university consisted of the bargaining team meeting in an "informal manner." According to the participant, "meetings that were really constructive meetings did not take place until after we were presented with the union proposal." In this individual's opinion, the major shortcoming of this approach to planning was that the bargaining team had to react

to the union's proposal. Furthermore, the university's team should have prepared a contract prior to negotiations to present to the union.

A participant from another institution was dissatisfied with the planning for negotiations because it was "highly centralized" and "the governor's office wanted to ride close herd on this." A representative from a state governmental agency who helped coordinate the preparations for bargaining was reluctant to involve anyone from the institution's multi-campuses in the planning for negotiations. In the opinion of this respondent, more personnel from the school's multi-campuses should have participated in the planning. And bargaining positions should have been developed for presentation to the faculty negotiating agent in such areas as: (1) the merit pay program for faculty, (2) tenure policies, (3) personnel policies and (4) faculty productivity.

These four interviewees also reported that the group which was responsible for preparing for negotiations developed very little information to be used during the planning for bargaining. In one institution an individual from the university's budget office and the state bureau of the budget developed "a ball park figure" regarding the financial offer that would be made to the faculty bargaining agent. The respondent from this

school also indicated that most of the data used in planning was already available through the state's information system. In another school, information was compiled on the size of the bargaining unit and the rank distribution of the faculty.

A more intensive approach to planning for negotiations was evident in a university where nine administrators, an attorney and the president met to plan for bargaining. Their activities included the following:

1. An attempt was made to anticipate the demands of the faculty bargaining agent.
2. A review of the role of the university senate was conducted by the president and vice president for academic affairs to determine which issues of governance should remain the prerogatives of that body and which should be negotiable.
3. The vice president for academic affairs reviewed the handbook on faculty personnel policies.
4. The personnel director reviewed the faculty insurance program and developed cost information on alternate programs.
5. An attempt was made to ascertain the concerns of non-tenured minority faculty members.
6. Sub-committees developed positions on various issues which were presented to the entire group for their review.

This was the only institution in the study where the group which planned for negotiations wrote a contract prior to bargaining. A member of the planning group initially wrote the contract which was revised by an attorney. The interviewee stated that the attorney "came back with this document that none of us could read. So basically what happened was that a month before we went into negotiations we sat down and negotiated a new contract with the attorney." This contract was presented to the faculty bargaining agent early in the negotiations process.

A university which had negotiated two contracts with a faculty union prior to this study also engaged in extensive planning for bargaining. Prior to negotiating the first contract an attorney was retained on a full-time basis to coordinate the planning for bargaining and to serve as the team's chief spokesman. The attorney and the other members of the bargaining team "identified issues and came up with potential positions" which were reviewed by the president, provost and vice presidents. The president and attorney presented these positions to the institution's governing board for their review.

The respondent from this university summarized the approach that was used in planning for negotiating the second contract:

> I like to believe that when we went to the bargaining table we had developed a bargaining philosophy. An overall philosophy of what we wanted to accomplish, what the scope of the contract should be and what the role of the collective bargaining agent should be.
> . . . . . .
> We identified every possible issue. We then had as a goal to develop what would be the maximum position that we would like and what would be the minimum position we could accept.

After the first contract was negotiated, representatives from the faculty union and the administration served on joint committees to develop proposals and information related to salaries, fringe benefits, teaching loads and sabbatical leaves. These committees focused their efforts on solving problems which were not resolved when the first contract was negotiated. Their recommendations were submitted to both bargaining teams approximately one month prior to the start of negotiations for the second contract.

A consulting firm was also hired to assist the fringe benefit committee in reviewing various insurance programs. The salary committee conducted a comprehensive survey of faculty compensation programs in twelve universities that had characteristics similar to those of their own institution. With the assistance of the university's data-processing staff, this committee developed a computer program containing 114 items of information on persons in the bargaining unit. This program was used by both bargaining teams to determine the cost of alternate salary and fringe benefit proposals. The interviewee

commented that the computer program, based on the results of the survey, provided an information base which was used and acceptable to both teams during negotiations.

In planning for negotiations the bargaining team in this university identified issues they would present and those they thought the faculty union would raise during negotiations. These issues were classified as cost or non-cost items. The team established, for each non-cost item, minimum and maximum bargaining positions, within which tentative agreement could be reached with the faculty union. These positions were reviewed with a group composed of: (1) the vice president for public affairs, (2) vice provost for business, (3) vice provost for student affairs, (4) all of the deans, (5) the budget director and (6) the personnel director. Another review was conducted by the president, vice presidents, provost, vice provosts, the institution's legal counsel and the chief spokesman of the bargaining team.

Bargaining positions on cost items such as salaries and fringe benefits were developed by the chief spokesman. These positions were based on the information provided by the joint committee, the AAUP, the NEA, "central state college" surveys and the institution's budget office. A prediction of the forthcoming budget by the vice president for public affairs was also used. The chief spokesman reviewed these positions with the

president, provost, vice president for public affairs and the vice provost for business. The respondent stated that as a result of this review, "anything that was a cost item, I knew what my outside money was."

This university's governing board participated in the planning for negotiations primarily by reviewing issues that affected the institution's policies or philosophy.

In the institutions studied the planning that occurred after the commencement of bargaining was characterized by the following actions:

(1) Reviewing union proposals;

(2) Developing counter proposals;

(3) Determining the cost of proposals;

(4) Conferring with other administrators in the institution.

In four universities information had to be compiled that had not been developed prior to negotiations.

Policy teams were established in four schools to assist the bargaining team in planning during negotiations. These policy teams were often composed of individuals who had been involved in the preparations for negotiations.

The policy team in one institution was composed of the university's deans; however, their involvement was limited:

> The communication and advice we get from the deans is a two-way process. It serves, I think, primarily to keep them posted on what we are doing. Of assuring them that we are not giving the plant away. We do get some valuable input from them, but the meetings are . . . perhaps once a month with the Dean's Council.

In addition to meeting with the Dean's Council, the chief spokesman frequently met with the president, vice president for academic affairs and the treasurer to discuss the problems in and the progress of negotiations. The respondent added that during negotiations,

> I frankly spend very little time on planning because I don't have time to do that. I spend a hell of a lot of time with the AAUP, instead of negotiating with them, to try and get them into long rambling discussion in which I try to ferret out what it is that actually bothers them. Because the language of a proposal doesn't always tell you exactly what the issue may be. And I find it a lot easier to handle the problem once we find out exactly what the issue is behind the original proposals.

This interviewee indicated that information on the faculty salary structure had to be developed during negotiations to determine the cost of union proposals.

In another institution the participant summarized the first step in planning during negotiations:

> The faculty bargaining agent made a proposal. We then said, o.k., we want to very thoroughly explore your proposal. This is always frustrating for the union but it is a very healthy and helpful thing for both parties. We go through it line by line. Why did you ask this? What problem are you trying to solve? Do you think there is another way to solve it? Is this the best way to solve it? What's the problem that got you to make this demand?
> . . . . . .
> We pushed them so they would clarify their own thoughts. And it's amazing that a lot of things that on the surface somebody will say, I want x, and you push them and you find out they really don't want x. The problem they are trying to solve could better be solved by y.

After this review, the union proposals were evaluated by the university's bargaining team on a rating scale of one to five. A rating of one meant that the union definitely wanted the proposal in a contract. Proposals that were judged to be of lesser interest to the union were assigned lower ratings. The proposals were also evaluated on the basis of whether the university could or could not accept the proposal.

This bargaining team also met with a policy team that included individuals who had participated in the preparations for negotiations. The purpose of these meetings was to: (1) review union proposals, (2) discuss contract language, (3) develop alternate proposals, (4) determine the cost of proposals and (5) provide an opportunity for the policy team to inform the bargaining team of their concerns. The president, vice presidents, provost, vice provosts and chief spokesman would review some proposals that the bargaining team felt were outside the scope of their decision-making authority. And the respondent added, "I am not in the business of shocking my president about what a bargaining contract will look like." The president and chief spokesman occasionally presented some issues to the institution's governing board for their review.

This respondent stated that the bargaining team had prepared extensively prior to negotiations, thus during bargaining,

> We don't feel we are reacting. We know where we're able to go or where we want to go. They give us their demands and eventually we finally say o.k. we've heard your proposal. Here's where we think this will resolve the issue. And we try to get our proposal then out on the table after we've thoroughly been through theirs and then we try and bargain from our proposal.

During the negotiations for the first contract the bargaining team in this school had to compile some information on faculty teaching load and salaries. However, no additional information was needed when the second contract was being negotiated that had not been developed prior to the commencement of bargaining.

In two other institutions policy teams met with bargaining teams. In a multi-campus university the policy team included: (1) the chancellor, (2) the vice chancellor for budget and planning, (3) two campus presidents and (4) the institution's legal counsel. The policy and bargaining teams met to evaluate union proposals, develop counter proposals and to prepare recommendations in critical policy areas for review by a sub-committee of the governing board.

This interviewee also commented on the bargaining team's approach to negotiations:

> We insisted that when we discussed anything we had language in front of us. In other words, we would never discuss principles without language in front of us. I think this was a mistake. I think it led to overly complex situations. I think you begin to change language as a negotiating point rather than changing principles. I think it's much simpler and I think it would have been more fruitful to negotiate over the principle.

. . . . . .

> In a standard negotiation, when you're dealing with money you negotiate over parameters, such as 7 1/10 cents or 10 cents or you negotiate over one hour or two hours a week and then you sit down and write it. Because we negotiated language, everyone kept changing the wording--proposal and counter proposal.

This respondent added that during negotiations the bargaining team "needed all sorts of statistics that we just didn't have."

In another university the bargaining team met weekly with a six-member policy team that included the president and three vice presidents. In addition, "the chief spokesman for the bargaining group could call the president at any time and the attorney and they would meet as a sub-committee." The negotiating team in this school had to compile information on faculty salaries and fringe benefit programs from other universities in the state at the request of a mediator.

Two institutions did not establish policy teams, but the bargaining teams occasionally met with other administrators in the university. In one school the faculty bargaining agent presented an 85-page contract to the university's negotiating team. The interviewee described the first step in the planning process:

> The bargaining team met with virtually every top ranking central administrative officer. And we went over these things with a fine tooth comb. And we got reactions whether we were going to reject this, reject that, couldn't do this or couldn't do that. And we got a general ball park idea of where we were going. Unfortunately we rejected practically everything.

The ongoing planning during negotiations in this institution included consultations with the chancellor of the university and representatives from state governmental agencies and other administrators within the institution such as personnel from the budget office when their expertise was needed.

According to the interviewee the bargaining team did not have to develop and compile information during the negotiations process. The participant stated,

> We had enough expertise right on hand that we could react pretty quickly to a lot of this stuff and we had the information on hand. We had a fairly sophisticated computer set-up. . . . The only thing I thought where we were weak was on the comparison of what other institutions did with respect to their non-teaching professional people.

In another university the members of the bargaining team met twice a week for four hours each day to rewrite union proposals and to develop counter proposals. Most of the planning during negotiations was undertaken by the bargaining team, although they consulted with other administrators "as needed." The interviewee stated that "The faculty bargaining agent included an awful lot of small stuff that I think should never have been in a contract which we got rid of," such as proposals on parking policies, office space and secretarial assistance for faculty members.

The Recommendations of the Participants

Another aspect of this study was to obtain from the interviewees their recommendations regarding the organizational procedures which might be useful for other public college and university administrators in preparing for negotiations and during the collective bargaining process. Recommendations were sought in the following areas:

(1) The personnel who should be on the bargaining team and involved in the preparations for negotiations;

(2) Whether universities should hire individuals to assist in the preparations for negotiations and during the collective bargaining process;

(3) The training which should be provided to the group that prepares for negotiations and the bargaining team;

(4) The planning which should be undertaken prior to and during the bargaining process;

(5) The information which should be developed for use in planning for negotiations and during the collective bargaining process.

The recommendations of the interviewees are reported in this section.

Personnel

All of the interviewees recommended that academic administrators, persons familiar with the institution's budget and attorneys should be involved in the preparations for negotiations. Five respondents also stated that a personnel administrator should participate, but there was less unanimity of opinion regarding the other personnel that should be involved in the preparations for collective bargaining.

A variety of reasons were given for involving academic administrators in the preparations for negotiations. According to three interviewees, academic administrators often have responsibilities for faculty personnel administration in such areas as tenure policies and appointments, and therefore should participate in the preparations for bargaining.

One interviewee recommended that the first group of academic administrators, such as deans or department chairmen, who are not in the faculty bargaining unit should participate because they will have an "operating knowledge" of the issues that will be raised during negotiations. This respondent added that, "the deans are the operators, the actors in the contract. They are our first-line supervisors in the roughest sense of the word. Their involvement is crucial."

A similar opinion was expressed by another participant who indicated that administrators who are familiar with the "academic program" of the university may be aware of the concerns of the faculty and thus the issues which may be raised during negotiations.

All of the respondents stressed the importance of involving an individual who is knowledgeable about the institution's budget in the preparations for negotiations. They also recommended that an attorney should be available to provide advice regarding the legal aspects of collective bargaining. Five interviewees stated that an individual from the university's personnel department should participate in the planning for negotiations.

Additional recommendations regarding the individuals who should be involved in the preparations for negotiations included:

1. An individual with a "practical knowledge" of collective bargaining tactics should help "plan where you are going."
2. "I think the most important aspect is to get the key decision makers of the university to decide where they are going and where they want to go and to delineate the functions of the university."
3. Personnel should be involved in the preparations for negotiations when bargaining proposals are

being prepared which will affect or are related to their job responsibilities. These individuals need to have "a sense of what the issues are that are likely to be handled at the table and the posture that the university bargaining team is proposing to take and the limit to which they wish to negotiate."

4. "Inevitably at these institutions there is always somebody who's been around since the memory of man runneth not to the contrary and they understand everything backwards and forwards. It's nice to have one of those guys because they can give you the history on everything. And that's important when you get at the table and they know what subordinate officials to get information [from]."

5. "A man who understands the university."

6. An individual representing the "old line academic world."

7. The person who will be responsible for administering the contract.

8. The individual who is responsible for labor relations in the institution.

9. An individual who is familiar with other labor union contracts in the university.

10. Staff members from offices such as accounting, business, compensation administration, data processing, payroll, purchasing and student affairs,when their expertise is needed or when their functions will be affected by the contract.

The interviewees suggested that the group which prepares for negotiations should include the bargaining team. However, the team was viewed as smaller in size, but representative of the group which prepared for negotiations. Four of the participants commented on the size of the bargaining team and three of them stated that the team should have approximately five members. According to one respondent,

> We found five to be fairly effective for the simple reason that there were frequent occasions when one or two of us were not able to be there. It didn't cripple us if there were only three or four. On the other hand, we knew that we had that strict discipline [one spokesman] with five people.

A fourth person stated that the "outside limit" for the size of the team was "six or eight" members.

All of the interviewees stated that an academic administrator should be on the bargaining team. But as indicated in the following statements,the interviewees had differing viewpoints regarding the academic administrator who should serve on the team:

> The kind of person who is involved in academic administration. . . . The kind of person who knows how the thing will be administered.

> Somebody who works in the administrative offices to whom the bargaining team [union members] is responsible. That's the dean's offices in our case. They've got to be there. I think they're the core heart of your team.
>
> In academic negotiations I've discovered that you must have the key academic officer present.

One respondent recommended that the highest academic administrator, such as a vice president for academic affairs should not be on the negotiating team and three participants suggested that the team include a dean.

According to five interviewees the bargaining team should also include an individual, such as a budget director, who is responsible for the institution's financial and budget matters. A sixth respondent stated that the team should include an individual who is at least familiar with the budget, but that this person did not have to have job responsibilities related directly to budgetary matters.

Other recommendations regarding the composition of the bargaining team included:

1. "The bargaining team has to represent the decision-making process of the university so that the faculty, when they look at the bargaining team, will see that they represent somehow or other, the key segments of the university."

2. A personnel director, especially if the individual has bargaining experience and is knowledgeable about contracts with other unions in the institution;

3. An individual familiar with the university's personnel programs;

4. A presidential assistant;

5. Various personnel when their expertise is needed by the bargaining team.

The respondents disagreed over whether an attorney should serve on the bargaining team. Three of the interviewees recommended that an attorney should serve on the team. This recommendation was stressed by one person who stated,

> I don't think you have to have an attorney after you've been through it the first time. I think that if it turns out that he is valuable, then you ought to keep him. But, boy the first time around you're going to write the base contract. From there on out everything you do is really going to be reviewing and revising that contract. What you are really doing is entering into a legal agreement. I just think you're crazy not to go with an attorney.

Another respondent provided the following rationale for including an attorney on the negotiating team:

> There are many, many elements that a good academic administrator has developed that can be easily exploited when he becomes involved in the bargaining process. Now some people can't adjust, and those who can't should be fired just as quickly as possible.

> There are certain deans and certain vice president types who are just totally incapable of adjusting to the conflict oriented bargaining process.
> . . . . . .
> That's one reason why the lawyer, I think, is especially helpful. Particularly the lawyer who has had academic administrative background. Because the lawyer is conflict oriented. He is trained in the conflict oriented process. And if you analyze the bargaining process it parallels very much the legal process.

Three interviewees did not recommend that an attorney serve on the bargaining team, but they did suggest that an attorney should be available to advise the team. According to one respondent, "I don't advise relying completely on the attorney or letting the attorney do the bargaining, but I think he is a very important adjunct person to developing your own bargaining strategy."

A participant from an institution which had hired an attorney during the later stages of negotiations was opposed to having a legal counsel on the team because, "I think that one of the things that we found to be a problem relative to the contract when it was written, was that the language was really not [the] language of the academic and I think that if you can put it down in your own language and make it understandable to the profession of which you are a part, this is the most important thing." A different opinion was offered by another individual who is an attorney: "A good experienced lawyer will draw that contract in such a way that it

doesn't look legalistic and doesn't sound legalistic to the people who read it."

None of the respondents suggested that an individual from a state governmental agency should serve on the bargaining team. However, two participants recommended that the president's "political advisor" or the "legislative liaison man" should assist in the preparations for negotiations. One interviewee stated that state agencies can influence collective bargaining because, "he who controls the funding mechanism has a certain amount of control."

Only one respondent recommended that a governing board member should serve on the bargaining team, adding, "Something that I think is crucial [is] that the board of trustees is always kept up to date on what is going on and that you are always able to reflect their thoughts in your negotiations." Several other participants commented on the role of the governing board in collective bargaining.

An interviewee from an institution that had been criticized for not actively involving the governing board in the preparations for negotiations stated that, "in an ideal situation, I think that the president, the backup team and the bargaining team should meet at least with its [governing board] executive committee and get some broad guidelines and find out what the board's philosophy is."

This opinion was shared by three other participants who viewed the role of the governing board as that of a policy-making body, providing very broad guidelines for the group which prepares for negotiations and the bargaining team. And it was not necessary for them to participate in detailed planning or to provide specific guidelines or philosophical positions on every issue which might be raised during negotiations. Two participants suggested that it is appropriate for a board member to serve on the policy team that advises the bargaining team during negotiations. However, one of these individuals stated that the board member's involvement on the policy team may lead to an infringement on the president's authority.

None of the interviewees recommended that a president serve on the bargaining team nor did they suggest that this administrator should participate in the detailed planning for negotiations. Five of the interviewees commented on the role of the president and their viewpoints were summarized by one individual who said, "Your chief executive officer has to be involved in the basic bargaining strategy, but he does not get involved in the nitty gritties. The nitty gritties come in through their staff people depending [on] what the area is."

The thrust of opinion among these five individuals regarding the role of the president generally was:

1. As the chief executive officer, the president has the overall responsibility for the preparations for negotiations, the bargaining process and liaison with the institution's governing board.
2. The president should delegate the responsibility for the detailed planning for bargaining and the conduct of negotiations to another administrator.
3. The president should participate in policy decisions, but it is not necessary for the president to be involved in detailed planning or to provide specific guidelines or philosophical positions on every issue.
4. The president should review the bargaining positions that have been developed by the group that prepares for negotiations.
5. The president should be informed of the efforts of the group that prepares for negotiations and those of the bargaining team and provide leadership and guidance to these groups when necessary.

The interviewees also commented on the selection of the bargaining team's chief spokesman. Two respondents

recommended that the chief spokesman should be the individual who was responsible for preparing for negotiations. Another individual suggested that the spokesman should be the person who is the most knowledgeable about the negotiations process and the institution, but added, "you can't get a brain who can't talk." A person who had been a spokesman agreed with this viewpoint stating, "I can talk for seven hours at a stretch without giving anything away." A similar opinion was, "you have to get a guy who likes to talk, has a good sense of humor and has the respect of the people [on both bargaining teams]." A different opinion was forthcoming from one individual who recommended that the spokesman should be "either an attorney or someone with the appropriate academic credentials [and bargaining experience] to be able to sit down and 'even-stephen' bargain with the AAUP types."

Staffing

The interviewees did not unequivocally state that it is necessary for institutions to hire an individual to provide assistance in the preparations for negotiations and during the collective bargaining process. However, they frequently stated that the expertise of a legal counsel and a person with collective bargaining experience were assets to the group which prepares for negotiations and the bargaining team. The respondents

recommended that individuals with this expertise should be hired only if they were not already employed by the institution. Typical comments were:

> If we had had somebody inside who we thought had the credentials we wanted, we would not have hired from the outside.

> What can he do for you, that you can't do for yourself? And if you can do everything that is necessary relative to the contract, I'd say don't hire.

> I think the first thing has to be the availability of internal resources.

According to two participants, the qualifications of the institution's legal counsel should be a factor in deciding whether to hire an attorney. They stated that the legal counsel's expertise may not be applicable to collective bargaining and one of them stated, "Don't rely on your general counsel for the specialized knowledge of labor relations."

The size of the institution was viewed by two participants as a factor which should be considered when deciding whether to employ an individual to assist in the preparations for negotiations and during the collective bargaining process. According to one interviewee this decision "will be particularly critical for the smaller institutions that don't have the resources to hire a full-time man, or would the complexity of the problem, perhaps justify their hiring a full-time man."

Another respondent expressed a different opinion:

> If I was at a small school and I was negotiating a first contract I would very seriously consider bringing in an outsider--an attorney to negotiate the contract for me. I think this has some merits. For one reason, there tends to be a lot of personal prestige laid on the line by the chief spokesman for the university. We found this to be so in our situation and I think that it ended up to be a personal burden for him. I felt he at times, when he was really low, got the feeling that his total academic future at the university had been ruined because of this damn job. I think you can transfer some of this negative feeling to an outsider, a hired gun so to speak.

Four of the participants stressed the point that if an individual is hired, the person should "understand a university" and the "faculty world." This viewpoint was evident in the following comments:

> Two considerations prevail in picking an expert. One, he should have experience in labor relations and two, he should understand a university.
> . . . . . .
> What happens all too frequently is you get a man with private sector experience to come in with industrial experience for example, and then he proceeds with very little imagination to try to impose the private negotiations techniques and practices to a university and frequently they just don't apply. It's as simple as that.

> I found that my experience with the private sector doesn't quite fit the needs for faculty bargaining and therefore I recommended quite strongly we don't just look for someone who may be highly qualified in the private sector. He has to have some university experience.

A different opinion was expressed by an individual from an institution which had retained an attorney to assist in the preparations for negotiations and to advise

the bargaining team. When commenting on the reactions of other administrators to this attorney, the interviewee said:

> He was described as not ever having worked at a university and he didn't know the peculiarities of the academic institution. And I think that it is this attitude that causes one of the gravest problems of the university dealing with a faculty bargaining unit. . . .

Only two respondents specifically recommended that an attorney should be hired to serve on the bargaining team. According to one participant:

> People shouldn't have any hang-ups about getting an attorney. There's often a fear that this will offend the other team. It'll bother them. I just think that it just has to be a secondary consideration. The best group you can get ought to be there.

Two participants stated that if an attorney is employed during the negotiations process this person should only advise the bargaining team. One person expressed the following opinion:

> You may want the lawyer for the advice relative to the legal aspect of it, but I don't think that I would want to have a lawyer bargaining for me relative to the content of the contract. Because the academics and the lawyer are not necessarily speaking the same language nor from the same viewpoint. And I think that is very important. You want to maintain the professional aspect of higher education in the contract.

An interviewee who stated that an attorney should be on the bargaining team made the following statement in reference to the use of either a legal counsel or other persons hired to assist during the negotiations process:

> If you're going through bargaining for the first time, it's sometimes good to have a hired gun in there. But if the faculty doesn't have a hired gun, then I think it's better to keep your hired gun behind the scenes.

The comments of the participants also indicated that faculty unionization will have other effects on staffing in the university. According to one interviewee, collective bargaining "forces good management" and another added:

> The impact of collective bargaining really demands a rapid expansion of administration. You can't hide sloppy administration when you are involved in the bargaining process. Issues have to be faced and thus have to be resolved. And therefore, it will have an impact on increasing staff.

Five of the participants stated that when an institution is confronted with faculty unionization, someone should be assigned with the responsibility for faculty labor relations. One interviewee concluded:

> You have to have an in-house man in any event, whether you bring in a hired gun or you don't. If you don't of course you have to rely on your in-house man. But you have to pick-off somebody within the institution who has the intelligence, the where with all, to learn the labor relations process, but who also understands an academic institution.
>
> . . . . . .
>
> Eventually you have to work into a line position. Eventually you have to have, after you negotiate your contract, you have to have a full-time guy devoting all his time to this field.

This person added that smaller institutions may have some flexibility in assigning the responsibility for faculty labor relations to either a line or staff administrator.

Three of the respondents stated that the individual responsible for faculty labor relations should be a vice president. Another participant recommended that the person should be responsible to the chief academic officer, such as a provost and a member of the president's executive group. Two participants predicted that institutions would eventually establish positions, such as a vice president for employee relations.

Training

All of the participants stated that training should be provided for the group which prepares for negotiations and the bargaining team. The training which was recommended for these two groups was similar. While a wide range of topics was recommended for inclusion in a training program, all of the interviewees indicated that it is important to understand the collective bargaining process. One individual summarized this opinion stating:

> The critical thing is to understand the process, its limitations and what benefits can be gained from it.
> . . . . . .
> Before you can begin to move forward in a creative way you've got to understand the bargaining process.

Some of the respondents stressed the importance of understanding bargaining techniques. An interviewee who had been a chief spokesman stated that it is important to recognize that bargaining is "a form of agreed-upon compromise" and a "give-and-take process" in which a

variety of approaches can be used to reach an agreement. Another chief spokesman indicated that it is important to have a knowledge of bargaining techniques, such as caucusing.

Three of the participants stressed the importance of developing a positive attitude toward the bargaining process. One person said:

> I think that it needs to be put into its perspective. It needs to be seen not as an anti-authority situation or an anti-administration thing. It needs to be seen as having positive possibilities, having limitations, but you know ones that if you recognize you can deal with.
>
> . . . . . .
>
> Just being able to walk in and say this is a process, it's a sane way to make decisions, it's not the only way, but you've decided you want to use this role and you have a legal right to it. We'll participate fully in it. I think that kind of wholesome, direct, but limited attitude needs to be encouraged.

Another interviewee cautioned that, "You should condition these people to understand that they're in a new ball game and that there are certain dynamics inherent in the bargaining process that they should not be upset over." For example, there will be a "blow-up" of issues during the campaign between the unions competing for recognition and it will be similar to a "political campaign." Only one person emphasized the need to view collective bargaining as an adversary relationship.

Although developing an understanding of the collective bargaining process was viewed by most interviewees as an important aspect of a training program,

several other recommendations were made. The following is a list of the kind of training which was recommended for the bargaining team and the group which prepares for negotiations:

1. Review the history of collective bargaining in the United States. Collective bargaining "does fit into a national framework of industrial relations and labor management relations. And while it may have a unique cast and I really think it does, it's still very closely related to other forms of collective bargaining."
2. Review the state statutes that regulate collective bargaining in public educational institutions.
3. Learn the meaning of arbitration, mediation and fact finding.
4. Review and discuss the literature related to collective bargaining.
5. Review contracts negotiated by faculty unions in other colleges and universities.
6. Draft "dummy" type proposals as a training exercise under the guidance of experienced personnel.
7. Meet with administrators from other colleges and universities that have negotiated contracts with

faculty unions to discuss their experience and problems in and approaches to collective bargaining.

8. Attend seminars or workshops sponsored by professional organizations or consulting firms.

9. Discuss a case study developed by the Harvard Business School under the guidance of one of the individuals who developed the case.

10. Meet with administrators from other institutions, who are not involved in collective bargaining to obtain their perspective on issues that may arise during negotiation.

11. Develop a series of on-campus seminars to discuss the possible implications of collective bargaining for the institution in such areas as grievance procedures and personnel record keeping.

12. Discuss collective bargaining with on-campus personnel who have been involved in negotiations with non-faculty unions.

13. Engage in role playing on issues which may arise in negotiations. As one participant was told by an attorney who recommended this technique, "I want you to get used to being called a 'bastard' and a 's.o.b.,' not getting excited when people call you names."

14. Meet with faculty members from other institutions who teach in the areas of industrial and labor relations.

15. Meet with individuals who have similar job responsibilities in institutions that have negotiated an agreement with a faculty union to discuss their experiences.

The most frequent recommendation for training was meeting with administrators from other institutions who have been involved in collective bargaining with a faculty union to discuss their experiences.

Planning

All of the interviewees stressed the importance of planning prior to collective bargaining process. However, the question of when should an institution begin to prepare for collective bargaining elicited a variety of responses:

1. When there is an indication that faculty members are interested in holding an election, the university should "put down its approach to collective bargaining."

2. "I think any college or university whether it is now being faced by collective bargaining or not should be talking through its general strategy of the kind of bargaining relationship it wants

and should have that exercise. Because I discovered many of the things we started talking about early in the game, we abandoned after some intensive discussion. Our position did shift and it did change."

3. The negotiating team should begin its planning after the composition of the faculty unit has been determined, but before the representation election.

4. "One level of preparation is keeping themselves briefed on what is going on in the field and what's happening in collective bargaining. If there is any realistic possibility that they are going to get unionized they ought to have at least one staff member who has an assigned responsibility to keep up with this field. And he ought to have as a subtask the briefing of the academic administrative staff and the other administrative staff on a regular basis. If a campaign begins and it's obvious that they are moving toward faculty bargaining I think that the preparation has got to get heightened. It has to move beyond one guy being versed in the field."

5. Planning for collective bargaining should begin when the faculty union files a petition requesting a unit determination hearing.

6. Planning should begin six months before the first bargaining session.

According to five respondents an important step in planning is assigning an individual with the responsibility for coordinating the efforts of the group which prepares for negotiations and the collective bargaining process. Two participants expanded their opinion on the importance of preparing for negotiations.

> You're really on the basic question. How do you prepare for negotiations, what staff people do you involve, but this has to be considered in light of the size and complexity of the institution and then in turn you also have to look down the line to begin to identify somebody to administer the contract.

> I think that one goal then should be to develop a planning structure that ensures that there is a group of people who have the basic responsibility to identify all the issues and then forward up to the executive group those that need their attention, so that the executive group can decide which ones need board attention.

Five of the respondents emphasized that it is important to establish general policy guidelines within which more specific bargaining positions can be established. According to one interviewee, policy questions include: (1) What is the role of collective bargaining in the university? (2) Which issues are negotiable and which should be decided elsewhere? (3) What is the

role of the established governance system in the institution vis á vis collective bargaining? and (4) What does the university want to accomplish in collective bargaining?

Another participant stressed the importance of deciding what type of bargaining relationship will be established with the faculty union. For example, does the university want to establish a formal or informal bargaining relationship? Should the relationship be cooperative or belligerant?

An area of disagreement among four participants focused on whether the group which prepares for negotiations should write a contract for presentation to the faculty negotiating team. Two respondents recommended that a contract should be written prior to the first bargaining session. And this contract should be presented to the faculty bargaining agent early in negotiations. One interviewee's rationale for this approach was:

> The union is bargaining for something you have and not the other way around. And I think that the advantage of the contract is that you put down the starting point and if your starting point is the union's starting point you can believe that it is going to be quite a bit more difficult to work from than if the starting point is the administrative starting point based on policies that already exist!

Another respondent expressed a similar opinion, stating, "If I had it to do over again I would have had the

attorney write the contract initially and then have him come in and work, probably a month, with the bargaining team on almost a three-day-a-week session to reduce and change it to language that was readable in an academic sense."

This approach was opposed by two persons. One suggested that "management should develop its own demands because it's an unusual opportunity to make some rather dramatic changes in your institution." This interviewee added:

> I am not suggesting that you draw up a contract ahead of time. What you do is wait and see what they're [faculty bargaining agent] going to offer and work from there. But, what I am saying is there may be certain elements or aspects of your institution that need substantial improvement. This [collective bargaining] may be an opportunity to pull that off.

Another respondent recommended that bargaining positions should be established prior to negotiations, but

> . . . to throw those out and say now let's fight toward an agreement is one way to get there. I think a much better way is to get the union proposal out, explore it. It's amazing the number of things you can erase. And then put together the package you need. And then when you're ready to come back, you're ready to resolve it.

The participants recommended several other planning activities including the following:

1. "They have to identify the role, the mission and function of their own institution. Unless they know where they are going with their institution,

I think it's very difficult to identify their own strategy in dealing with any employee group."

2. "I think basically to lay out what you feel would be, in a contractual manner, the basic working policies of the faculty for yourself."

3. Attempt to determine the issues which will be presented by the faculty bargaining agent by reviewing: (a) the "party line" of the union, (b) the campaign literature used by the union during the representation election and (c) the causes of faculty unionization in the institution.

4. Develop the information needed for planning for negotiations.

5. Review faculty personnel policies and clarify those which are ambiguous.

6. Compare the institution's compensation program with those of other universities.

7. Establish the most acceptable and least acceptable bargaining position on each issue which is apt to be raised during negotiations.

8. Establish joint faculty-administration committees to conduct surveys of compensation practices and programs in other universities.

9. After the first contract has been ratified develop joint faculty union-administration committees to develop recommendations on issues which were not resolved during bargaining.

All of the interviewees recommended that the planning which occurs before and during negotiations should result in the bargaining team having the authority to reach a tentative agreement with the faculty agent subject to ratification by the governing board. Typical comments were:

> The team is supposedly knowledgeable enough about the philosophy of the university that if that particular proposal does not violate the philosophy that has been set forth within the broad guidelines of their bargaining committee they should be given the authority to approve it. . . .
>
> The bargaining team must have a lot of flexibility in being able to reach decisions with the framework of those guidelines.
>
> If a union suspects that the people they're negotiating with have no authority they're going to demand to bargain with someone else.

A slightly different opinion was expressed by one interviewee,

> What it really boils down to is the practicality of things. They can make committments on certain things but on other things they have to check back on. That's the way it generally works out. Of course, ideally they should be told ahead of time what they can do and what they can't do but that's unrealistic particularly in a state institution.

Four of the interviewees also recommended that to plan during negotiations, it was essential that the union

present all of their proposals as soon as possible in the bargaining process.

Information

The interviewees stated that a wide range of information will be needed to plan for collective bargaining, to evaluate union proposals and to develop counter proposals. Foremost was the need to have information regarding the bargaining unit, such as the following:

(1) The size and composition of the bargaining unit;

(2) The number of bargaining unit members within each rank;

(3) The number of bargaining unit members at each salary level within each rank;

(4) The ages of the bargaining unit members within each rank and salary level;

(5) The number of bargaining unit members who have and do not have tenure;

(6) The fringe benefit program subscribed to by bargaining unit members; such as health insurance plans and retirement programs;

(7) The academic "credentials" of the bargaining unit members.

Several of the participants also stated that information should be developed regarding salary structures and fringe benefit programs. Four of the participants recommended that information should be obtained regarding the compensation programs offered in other institutions.

One of the interviewees recommended that salary information developed by the AAUP and the NEA was useful in preparing for negotiations and during the bargaining process. Furthermore, disputes during negotiations regarding the accuracy and applicability of salary and fringe benefit information could often be reduced if both bargaining teams jointly conduct a survey using a mutually acceptable sample of schools. As this person said, "I think you are well served in that regard to work with the bargaining agent and see if you can't reach an agreement as to what makes a good external data base."

Another interviewee stated that during the negotiations process the bargaining team should,

> . . . anticipate that a certain degree of whipsawing is going to take place among the various subgroups of the institution. For example, you may find the undergraduate faculty angry at the fact that they have a greater student faculty ratio, their getting more [students] and getting paid less than some of the people in the graduate faculty. And the disparities of salary between, say it's a multi-campus, between the campus in the urban area and the one in a rural area.

One participant summarized the recommendations concerning information which should be compiled regarding

fringe benefit programs stating that data are needed on "all kinds of fringe benefit items." Also, "if you find that all of those institutions for example have a major medical insurance policy and your institution doesn't, you can anticipate that's one of the things they'll probably be asking for."

Other recommendations regarding the information which should be developed included the following:

(1) Parking facilities for bargaining unit members;

(2) Secretarial assistance provided for bargaining unit members;

(3) Office space provided for bargaining unit members;

(4) Travel practices of bargaining unit members;

(5) Sabbatical leave practices of bargaining unit members;

(6) Teaching load of bargaining unit members;

(7) Faculty grievances;

(8) "What other institutions do with respect to their non-teaching professional people";

(9) Policies and practices related to tenure, notice requirements, academic freedom, term contracts, review and non-renewal of contracts and faculty productivity;

(10) Merit pay policies and practices.

Sources of information which the participants indicated as being valuable for the bargaining team and the group which prepares for negotiations included: (1) court decisions, (2) arbitration decisions, (3) state statutes regulating collective bargaining by public employees, (4) labor relations guides and (5) contracts from other institutions that have negotiated a contract with a faculty union.

Many of the respondents stressed the importance of understanding not only the policies of the university, but also of the operational practices of administrators. According to one interviewee,

> You should know what is happening at the college now. This was one of the problems we had. We, for example, wrote into our contract a board policy which had been operational for three and one-half years. The contract begins [sic] operation and we discovered that no one at the colleges had followed the board policy. It was shocking. A real eye opener!

Another participant cited a similar experience, stating,

> When the faculty proposed one trip per faculty member to a national conference per year we thought this was great. This was a simple proposal until we sat down and figured out how much it cost, but none of us knew how much they'd been doing.

The interviewees expressed a variety of opinions regarding the budget information which is needed to plan for bargaining. Two participants stated that a contract should be negotiated before the institution's budget is approved.

According to another respondent, while it is desirable to know what the budget will be, it should not be an issue in negotiations. This person offered the following opinion on this issue:

> They [faculty bargaining agent] want to talk about budget. They want to decide the university's total budget. That's our business. Your business is to negotiate about wages and fringe benefits.
> . . . . . .
> If you wait until you've got a budget . . . the posture is, oh there is the budget, let's divide it up and I don't think that's the bargaining's business. I think bargaining's business is to make the judgment about what will be fair.

One participant stated that the contract should be negotiated after the budget is approved "unless you feel you've got enough punch in terms of swinging the legislature with your proposal."

Two interviewees did not view budget approval as an important issue in negotiations and one of these persons viewed it as an "artificial pressure" which may lead to a "bad agreement."

CHAPTER V

SUMMARY, CONCLUSIONS, GUIDELINES AND RECOMMENDATIONS

The purposes of this chapter are: (1) to summarize the study, (2) to present findings and conclusions, (3) to recommend guidelines that may assist public college and university administrators in preparing for negotiations and during the bargaining process and (4) to suggest areas requiring further study.

Summary

The expansion of collective bargaining into colleges and universities has added a new dimension to the administration of these institutions. It was anticipated that this study might add to the general understanding of the effect of faculty unionization on the administration of institutions of higher education and provide information that may be helpful to administrators who are experiencing problems in negotiating with a union or who may enter into collective bargaining in the future.

The purposes of this exploratory study were:

(1) To determine the role of state governmental agencies, institutional governing boards and presidents in the preparations for negotiations and during collective bargaining with a predominantly faculty union;

(2) To determine the organizational procedures used to prepare for collective bargaining with a predominantly faculty union;

(3) To determine the organizational procedures used in collective bargaining with a predominantly faculty union;

(4) To determine the relationship between bargaining unit size and the organizational procedures used to prepare for negotiations and during collective bargaining with a predominantly faculty union.

The organizational procedures that were studied included: (1) the personnel involved in the preparations for negotiations and the collective bargaining process; (2) the staff additions needed during the preparations and process; (3) the training provided personnel involved in the preparations and process; (4) the planning activities undertaken during the preparations and process and (5) the information used in the preparations and process. Another aspect of the study was to obtain from the

participants their recommendations regarding organizational procedures that might be useful to other public colleges and university administrators in preparing for negotiations and during the collective bargaining process.

The study included six administrators from six public four-year colleges and universities that had negotiated and operationalized a written contract with a faculty union prior to December 31, 1971. All of the participants had been on a team which had bargained at least one contract with the faculty union in their institution, and they had been involved in the preparations for negotiations. Telephone and in-person interviews were conducted to collect data. The interview guide consisted of questions that were based on the purposes of the study. A descriptive approach was used to analyze and present the findings.

Findings and Conclusions

The following are the findings and conclusions of this study.

The Role of State Governmental Agencies, Institutional Governing Boards and Presidents

The participation by personnel from state governmental agencies in the preparations for negotiations and during collective bargaining varied in the institutions studied. The governmental personnel who were involved

were from state offices with responsibilities for public employee labor relations or budgetary matters.

The most direct involvement occurred in a state system of higher education where an individual from the state office of employee relations was the bargaining team's chief spokesman and a member of the group that prepared for negotiations. In three other universities there were consultations between institutional representatives and individuals from state offices prior to bargaining.

The involvement of governmental agencies tended to increase after the commencement of negotiations as most institutions needed budget information for the forthcoming year.

These findings would seem to suggest that in states where economic issues are negotiable, universities will need to consult with state agencies to obtain an estimate of the budget. A faculty strike may also lead to increased consultation between representatives of the university and state governmental agencies.

There was only very limited evidence that state governments viewed collective bargaining as a method for increasing their involvement in the management of the schools studied. However, the involvement of state governmental agencies in collective bargaining was

definitely greater in the single state system of higher education that was studied than in other institutions.

The participation of institutional governing boards in the preparations for negotiations and during the collective bargaining process varied greatly in the universities investigated. The most direct involvement by a governing board occurred in the smallest university where a board member was part of the group which prepared for negotiations and served on the bargaining team.

In two schools, the governing board reviewed policy issues prior to and during the bargaining process. And in a third school, the board established guidelines for the negotiating team during the latter stages of bargaining. In a multi-campus university and a state system of higher education, governing boards were generally not involved before or during negotiations.

Five of the negotiating teams were given the authority to reach a tentative agreement with the faculty bargaining agent, subject to ratification by the board, and a sixth team was ultimately given this authority. However, the concept of tentative agreement was operationalized differently in the institutions studied.

It is difficult to state any conclusions regarding the role of institutional governing boards because their involvement in the preparations for negotiations and during the collective bargaining process varied

greatly. It may be that factors, such as their relationship with the administration, may have influenced the nature and extent of their participation.

The involvement of presidents in the preparations for negotiations also varied. In three universities, presidents were members of the group that prepared for negotiations, and in a fourth school the president met frequently with this group to review bargaining positions and policy issues. There was less participation by presidents in the preparations for bargaining in two other institutions, although they were informed of the efforts of the group that was preparing for negotiations.

Although presidents did not serve on any bargaining teams, they were active during the negotiations process. Two presidents were on policy teams that met with the bargaining team to evaluate union proposals and to develop counter proposals. In two schools, the presidents were not on policy teams, but met frequently with the chief spokesman of the negotiating team. Two institutions did not have policy teams, but in one of these universities the president met frequently with the bargaining team. The least involvement by a president in the negotiations process occurred in the university where a member of the governing board was on the bargaining team.

While the nature and intensity of presidential involvement varied, the findings seem to indicate that they were greatly concerned about the outcome of negotiations. This concern and involvement by presidents may have been due to their uneasiness over the fact that when their institutions were negotiating a contract, there was little precedent from which they could determine the outcome of bargaining with a faculty union. Furthermore, their willingness to become involved in some of the planning prior to and during negotiations indicated that they apparently conceived of their role as more than that of a policy maker.

The Organizational Procedures Used in the Preparations for Negotiations and During the Collective Bargaining Process

Personnel.--The personnel who participated in the preparations for negotiations in most universities primarily included: (1) academic administrators, (2) personnel administrators and (3) persons responsible for budgetary and financial matters. However, there was an indication that in three schools, academic administrators were responsible for faculty personnel administration. Attorneys were actively involved in three schools.

Vice presidents participated in the preparations for negotiations in more schools and in greater number than any other group of administrators. There was a tendency in multi-campus universities not to involve many personnel below the vice presidential level in the planning for bargaining. In all of the institutions studied, the person who was responsible for coordinating the efforts of the group that prepared for negotiations served as the bargaining team's chief spokesman.

The bargaining teams tended to be comprised of individuals who had job responsibilities related to academic, personnel and financial administration. In four institutions, vice presidents and deans served on the bargaining team. All of the multi-campus schools ultimately had vice presidents on the team, but only one of these universities had a dean on the team. Attorneys were regular team members in two schools and occasionally participated in negotiations in three institutions.

The size of the teams fluctuated in three schools as new members were added or as attorneys occasionally participated in negotiations. Only two of the chief spokesmen did not have previous bargaining experience and four spokesmen had been involved in negotiating contracts with other unions in the institution.

In four universities, policy teams were established to meet with the bargaining team to evaluate

union proposals and to develop counter proposals. These policy teams usually included individuals who had participated in the preparations for negotiations.

These findings seem to suggest that bargaining teams have not functioned independently of other administrators in their institutions. There is also an indication that legal counsel is needed during the collective bargaining process.

Staffing.--Only two universities hired individuals (attorney and a labor relations specialist) on a full-time basis to assist in the preparations for negotiations and to serve on the bargaining team. Two other institutions employed attorneys to assist in the planning for negotiations and to advise the bargaining team. One school hired an attorney on a part-time basis during the latter stages of negotiations.

While attorneys were employed more frequently than other individuals, all but one were from a law firm which had been retained prior to faculty unionization to provide legal counsel to the institution. Since negotiating their first contract, five universities have established and staffed new positions with individuals who have job responsibilities related to faculty labor relations.

These findings suggest that attorneys are needed to provide at least some counsel during the preparations

for negotiations and in the bargaining process. More significantly, the evidence clearly indicates that institutions have had to create new positions and staff them with individuals who have responsibilities related to faculty labor relations after a contract has been negotiated. This may be a trend for institutions of higher education as they enter into a collective bargaining relationship with faculty unions.

Training.--All of the universities studied provided some training on various aspects of labor relations for the group that prepared for negotiations and/or the bargaining team. In three institutions, training was provided prior to the bargaining process. Two of these schools provided additional training for the negotiating team after the start of bargaining. The three institutions that did not provide training prior to bargaining did so after the commencement of negotiations.

One university provided an extensive program prior to negotiations, which included an on-campus workshop. Furthermore, six administrators attended a seminar sponsored by a consulting firm. In another university, the school's full-time labor lawyer made several presentations to campus presidents, vice presidents and deans on various aspects of labor relations prior to the certification of the faculty bargaining agent.

The personnel in other institutions had a limited amount of training, such as reading articles, conferring with administrators from schools involved in faculty collective bargaining and having a few negotiating team members attend seminars.

In general, the training that was provided to the personnel involved in the preparations for negotiations and the bargaining teams was haphazard. In only one institution was a comprehensive training program provided in an attempt to familiarize administrators with the collective bargaining process.

The researcher recognizes that when these institutions were negotiating their first contract, collective bargaining was a relatively new phenomenon in higher education. However, no explanation can be given as to why they did not avail themselves to programs offered for community college administrators or personnel in the private sector. Perhaps they felt justified in not providing more training because five of the bargaining teams had members who had negotiated contracts with other unions on the campus. Furthermore, all of the teams had at least one member who had some general experience (e.g. arbitration) in labor relations. Nonetheless, it seems that most of the institutions studied failed to train their administrators adequately for collective bargaining.

Planning/Information.--Planning for the bargaining process was undertaken in all of the institutions studied. However, by their admission four interviewees indicated that they did very little planning until they had received contract proposals from the faculty bargaining agent. Furthermore, these groups developed very little information during their preparations for negotiations, although one interviewee stated that most of the data needed was available from the state's information system. These individuals also expressed dissatisfaction with their preparations for negotiations.

A more intensive approach to planning was evident in a university where the group that prepared for negotiations wrote a contract which was presented to the faculty agent early in the bargaining process.

In another university, extensive planning was undertaken prior to negotiating the first and second contract with a union and a structure was developed for policy review, which included the president, this officer's executive group and the governing board. The planning in this university included the development of parameters for each anticipated bargaining issue, within which the team could reach tentative agreement. Prior to negotiating the second contract, a vast amount of information was developed on faculty compensation programs by representatives of the institution and the union.

The planning that bargaining teams engaged in during the bargaining process was characterized by the following actions: (1) reviewing union proposals, (2) determining the cost of proposals, (3) conferring with other administrators in the institution and (4) developing counter proposals. Four of the bargaining teams had to develop information that had not been prepared prior to negotiations.

The evidence seems to indicate that, with two exceptions, the universities studied did not prepare extensively prior to the collective bargaining process. Planning seemed to be reactionary and in response to union proposals.

Bargaining Unit Size and Its Relationship to Organizational Procedures

There was no apparent relationship between the size of the bargaining unit and the procedures that were used in the preparations for negotiations and during the collective bargaining process. For example, the universities with the largest and smallest bargaining teams did not prepare extensively prior to the negotiations process. Five schools hired personnel after negotiating a contract. A sixth participant indicated that an individual was needed to assist in preparing for negotiations.

The only discernible trend was that the institutions that had large bargaining units (over 6,000) did

not involve as many personnel below the vice presidential level in the preparations for negotiations and during the bargaining process as did schools with smaller bargaining units (2,000 or less).

Perhaps factors other than bargaining unit size affected the procedures used during the preparations for negotiations and in the collective bargaining process.

The Recommendations of the Participants

The following are the recommendations of the participants in this study regarding the organizational procedures that they viewed as being helpful to administrators in other institutions during the preparations for negotiations and in the bargaining process. No conclusions have been drawn from these recommendations; however, they have been incorporated in the next section of this study.

Personnel.--All of the interviewees recommended that academic administrators, persons familiar with the institution's budget and attorneys should be involved in the preparations for negotiations. Five of the respondents stated that a personnel administrator should participate in the planning for collective bargaining. But there was less unanimity of opinion regarding the other personnel that should be involved in the preparations for negotiations.

All of the interviewees recommended that academic administrators be on the bargaining team, although their opinion of who these persons should be varied. According to five interviewees, the bargaining team should include an individual, such as a budget director, who is responsible for the institution's financial and budget matters. A sixth respondent stated that the team should include an individual who is at least familiar with the budget, but that this person did not have to have job responsibilities related directly to budgetary matters.

The respondents disagreed over whether an attorney should be on the negotiating team. Three interviewees recommended that the team should include an attorney, and the remainder stated that a legal counsel should be available to advise the team.

None of the participants recommended that the president serve on the team, and only one interviewee suggested that the team should include a member of the institution's governing board. Four of the respondents viewed the role of the governing board as that of a policy-making body, providing broad guidelines for the group which prepares for negotiations and the bargaining team.

According to five individuals, the president has the overall responsibility for the preparations for negotiations, the bargaining process and liaison with

the institution's governing board. Furthermore, the president should participate in policy decisions, but it is not necessary for the president to be involved in the detailed planning or to provide specific guidelines or philosophical positions on every issue.

Staffing.--The interviewees did not unequivocally state that it is necessary for institutions to hire an individual to provide assistance in the preparations for negotiations and during the collective bargaining process. However, they frequently stated that the expertise of a legal counsel and a person experienced in collective bargaining should be available to the group which prepares for negotiations and the bargaining team. The respondents recommended that individuals with this expertise should be hired only if they were not already employed by the institution. Four of the participants stressed that if an individual is hired, the person should "understand a university" and the "faculty world."

The comments of the interviewees also indicated that faculty unionization will have implications for staffing the institution beyond those related to hiring personnel for short periods of time or using attorneys from law firms retained by the institutions.

Training.--All of the participants stated that training should be provided for the group that prepares

for negotiations and the bargaining team. The training that was recommended for these two groups was similar. The interviewees indicated that it is important to understand the collective bargaining process. Some of the respondents stressed the need to understand bargaining techniques, while others suggested that it is important to develop a positive attitude toward negotiations. Meeting with administrators from other institutions, who have been involved in collective bargaining with a faculty union to discuss their experiences, was the most frequent recommendation for training.

Planning.--The general thrust of participant opinion was that planning for negotiations should result in the development of: (1) a framework of policies and positions within which the negotiating team can ultimately reach a tentative agreement with the faculty bargaining agent and (2) information needed to establish bargaining positions, evaluate union proposals and to develop counter proposals.

Information.--The interviewees recommended that information should be developed in the general areas of: (1) the composition of the bargaining unit, (2) compensation programs and (3) the policies and operational practices of administrators as they pertain to members of the bargaining unit.

Guidelines

The following guidelines have been designed to alert public college and university administrators to issues, problems and procedures that they may wish to consider if faculty unionization emerges in their institution. The findings of this study and the recommendations of the participants have provided the basis for these guidelines.

These guidelines are not intended to include all of the factors that administrators will probably need to consider prior to, during and after the negotiation of a contract. They should be reviewed vis á vis other considerations unique to the institution.

The six phases are overlapping. The time periods for the implementation of these phases are tentative, dependent upon the speed with which unionization is taking place and a reasonable judgment concerning the possibility of the faculty selecting a bargaining agent. Finally, these guidelines are predicated on the assumption that extensive preparation is an important factor in accommodating a union-management relationship.

Exploratory Preparation (Phase I)

This phase is characterized by familiarizing administrators with collective bargaining and initial discussions on broad policy questions related to the

institution's response to faculty unionization. It is essential that this phase is implemented when there is an indication that faculty members are interested in unionization.

An individual should be assigned the responsibility for coordinating the activities that occur during this phase. This person should be the administrator who is responsible for faculty personnel administration. When this responsibility is assigned there should be a tentative expectation that if the faculty unionizes this individual will become involved in the preparations for negotiations, the bargaining process and contract administration.

Training for this person should include: (1) attendance at seminars sponsored by consulting firms or professional organizations and (2) consultations with administrators from other universities involved in collective bargaining with a faculty union.

Training on various aspects of collective bargaining should be provided to administrators, such as the president, campus presidents, vice presidents, deans and their staffs. Many of these individuals will be greatly concerned about the reasons for faculty interest in unionization and its potential effect on the university. Emotional responses should be expected. A

major thrust of their training must be to lessen anxieties so future decisions and responses can occur in an atmosphere of reason.

Their training should also focus on the following:

(1) The state statutes governing collective bargaining by public employees, particularly those sections on unfair labor practices;

(2) The procedures which culminate in the selection and certification of a bargaining agent;

(3) An introduction to the definitions, techniques and processes of collective bargaining;

(4) A review of the history and causes of faculty unionization in higher education and an overview of the history of the American labor movement;

(5) What is likely to occur during an organizational campaign among competing unions, e.g. its political and emotional aspects;

(6) Reading and discussing selected literature related to collective bargaining in higher education.

The institution's governing board should also participate in some of this training, particularly as it relates to state statutes regulating collective bargaining.

Broad policy questions should be discussed and preliminary positions established. Administrators, such as the president, campus presidents, vice presidents, deans and their staffs should discuss policy questions related to the possible effect of collective bargaining on the university and the response of the institution to faculty unionization. A crucial question which should be answered in this phase is whether the university will accept or resist faculty unionization.

A strategy of resisting unionization might be that of determining the causes of faculty unrest and attempting to resolve their concerns. However, a strategy of resistance may escalate the faculty's interest in unionization and must be undertaken with regard for the state laws governing unfair labor practices by public employers. If the institution decides to accept faculty unionization, it should be done so within the framework of the historical relationship between the faculty and administration and with the view that the positive aspects of collective bargaining will be emphasized.

Other policy questions that should be discussed during this phase include the following:

1. What should the university's position be with respect to the composition of the bargaining unit? Resources that may be useful in this

discussion include: (a) the state law regulating collective bargaining by public employees; (b) decisions of the state governmental agency responsible for administering the law; (c) court decisions; (d) decisions of the National Labor Relations Board and (e) the positions of the unions active in organizing faculty members.

2. Should the institution voluntarily recognize a faculty bargaining agent or request that an election be held?

3. What type of relationship does the university wish to establish with a faculty union?

These questions should be discussed with the institution's governing board.

Preliminary Preparations (Phase II)

This phase is characterized by a continuation of the activities initiated in Phase I and by a review of the organization to determine its readiness to respond to faculty unionization. Policy decisions on the composition of the bargaining unit and union recognition must be made during this phase. The phase should be implemented when faculty interest in unionizing is intensifying, as indicated by the circulation of membership cards or petitions by union representatives.

An individual should be assigned the responsibility for coordinating the activities that occur during this phase. This person should be the same individual who was responsible for coordinating the activities that occurred in Phase I. This individual should have the authority to coordinate the efforts of the various departments and personnel that will be involved in Phase II.

Training on various aspects of collective bargaining should be provided to administrators, such as the president, campus presidents, vice presidents, deans and their staffs. The training that began in Phase I should be continued during Phase II. Particular emphasis should be given to the procedures that culminate in the selection and certification of a bargaining agent and the law regulating unfair labor practices.

Additional training which should be initiated at this time includes the following:

(1) A review of contracts from other universities;

(2) An introduction to the processes of preparing for negotiations and engaging in collective bargaining;

(3) The implications of a contract for administrators;

(4) The issues that may be subject to negotiation.

Broad policy questions should be discussed and positions established on two issues. It is essential that definitive positions be established on two of the questions raised in Phase I in anticipation of a union request for certification. First, a decision must be made whether the university will voluntarily recognize a faculty bargaining agent or request that a recognition election be held. Secondly, a determination must be made with respect to the institution's position regarding the composition of the bargaining unit. A key aspect of this issue will be the question of who is management. For example, should department chairmen be included in the bargaining unit. These positions should be presented to the university's governing board for their review.

Discussions should continue on the policy questions raised in Phase I. An additional policy question which should be introduced during Phase II focuses on the role of institutional governance systems vis á vis collective bargaining. A closely related question is which areas of decision-making should be the prerogatives of the governing board, the administration, established governance systems, such as faculty senates and which should be subjects for negotiation.

The participation of the governing board and the president in the preparations for negotiations and during the collective bargaining process should also be discussed

during this phase. These issues should be reviewed with the institution's governing board and tentative positions developed.

A review of the organization should be undertaken to determine its readiness to respond to faculty unionization. A consideration during this review should be whether organizational divisions are structured and staffed so they can effectively prepare for negotiations, engage in collective bargaining and administer a contract. A major concern must be the relationship between the office of the vice president for academic affairs, which is often responsible for faculty personnel policies and salaries, and the personnel department, which is frequently responsible for fringe benefit programs and other aspects of personnel administration. Key questions in reviewing the organizational structure should be:

1. What should be the responsibilities of the vice president for academic affairs staff, the personnel department and other divisions in the preparations for negotiations, the collective bargaining process and contract administration?

2. How should the activities and responsibilities of the vice president for academic affairs staff, the personnel department and other divisions be coordinated?

3. Should the responsibility for all labor relations and personnel administration in the institution be centralized?

4. Which office in the university should be responsible for faculty labor relations?

Another aspect of this review should focus on staffing changes that eventually may be needed to effectively respond to faculty unionization. Crucial questions include:

1. Are the personnel department, the office of the vice president for academic affairs and other divisions sufficiently staffed with individuals who have the competencies and experience to effectively prepare for negotiations, engage in bargaining and administer a contract?

2. Is it necessary to establish and staff a position with an individual who will be responsible for coordinating the efforts of the personnel department, the office of the vice president for academic affairs and other divisions that will participate in the preparations for negotiations, the bargaining process and contract administration?

3. Should a position be established and staffed with an individual who will be responsible for all labor relations and personnel administration in the institution?

This review of the organizational structure and the staff of the institution should consider the potential size of the bargaining unit, the availability of financial resources to hire personnel with labor relations experience and other factors unique to the university.

If the union or unions and the university do not agree on the composition of the bargaining unit, the individuals who will represent the institution in the hearing to resolve this problem should be selected. This group should include the individual who coordinates Phases I and II and an attorney. The experience of the institution's legal counsel should be reviewed to determine if it is appropriate to represent the university in a unit determination hearing. Some schools may have to retain an attorney with experience in these proceedings and preferably the legal counsel should have some knowledge of the university. If an attorney is retained, the future role of this person should be considered. If it is feasible, the same attorney should also participate in the preparations for negotiations and in the bargaining process.

If a unit determination hearing is to be conducted, information should be collected which will support the rationale for the university's position regarding the composition of the bargaining unit. Also an accurate payroll list of the individuals in the unions' proposed bargaining unit should be compiled to determine the validity of the unions' petition for an election.

The causes of faculty unionization in the institution should also be noted during this phase.

Intermediate Preparations (Phase III)

This phase is characterized by decisions regarding the structure and staff of the organization that may be needed if the faculty unionizes and intensive policy discussions. It is essential that Phase III is completed prior to the certification of a faculty bargaining agent.

An individual should be assigned the responsibility for coordinating the activities that occur during this phase. This individual should be the same person who was responsible for coordinating Phases I and II.

Training on various aspects of collective bargaining should be provided to administrators, such as the president, campus presidents, vice presidents, deans and their staffs. The training which began in Phases I and II should be continued during Phase III. During this phase

these persons should become knowledgeable about the history and goals of the unions competing for certification. They should also discuss the collective bargaining process with other administrators on campus, such as those who have negotiated contracts with non-faculty unions.

Policy questions should be discussed and tentative positions established. Discussions should be continued on the policy questions raised in Phases I and II. Additional policy questions should be introduced during Phase III, such as the following:

1. What goals would the university like to accomplish in collective bargaining?
2. On what issues will the institution compromise or not compromise?
3. What policies and practices would the university like to change in collective bargaining in areas, such as academic freedom, governance, tenure, merit pay and faculty evaluation?
4. Which decisions should be made in consultation with the faculty?
5. What will the institution's relationship be with outside pressure groups and state governmental agencies during the collective bargaining process?

6. What should be the role of arbitrators and mediators in a grievance procedure?

7. What will the institution's position be if the faculty union threatens to strike?

These positions should be discussed with the institution's governing board.

A decision should be made regarding the changes in the organizational structure that will eventually be needed to respond to faculty unionization. This decision should be based on the results of the review conducted in Phase II. In most institutions some changes will be required; however, the extent of these modifications will vary in each university. Nonetheless, it is essential that one division have the primary responsibility for the preparations for negotiations, the bargaining process and contract administration. Furthermore, the responsibilities of other divisions in faculty labor relations should be defined. Structural changes to ensure that the efforts of these divisions are effectively coordinated should be planned during this phase.

A decision should be made regarding the individual who will be responsible for the preparations for negotiations, the bargaining process and contract administration. This decision should be based on the results of the review conducted in Phase II. In all institutions,

an individual should be assigned the responsibility for faculty labor relations.

When the individual who coordinates Phases I, II and III does not have the experience or competency to coordinate faculty labor relations, a discrete search should be undertaken to identify the appropriate person. If this individual is not employed by the university, a person experienced in higher education and labor relations should be sought from outside the institution. This process is also applicable to personnel who will not be responsible for faculty labor relations, but whose expertise will be needed in areas such as compensation administration or grievance resolution.

Internal and external resources should be identified that can provide the information needed in the preparations for negotiations and during the bargaining process by the person responsible for coordinating Phase III. The availability and accessability of information should be determined in the following areas: (1) the composition of the bargaining unit, (2) compensation programs, (3) policies and practices related to working conditions and (4) policies and practices related to personnel administration. A preliminary plan for obtaining this information should be developed during this phase.

Final Preparations (Phase IV)

This phase is characterized by preparation for the collective bargaining process. It should be implemented when the faculty bargaining agent is certified and must be completed prior to the commencement of negotiations.

The tentative decisions made in Phase II and III regarding the role of the institution's governing board and the president should be reviewed and finalized. The board's involvement in the preparations for negotiations and the collective bargaining process should be characterized by providing the president with broad policy guidelines. Board members should not participate in the detailed planning or provide specific guidelines or philosophical positions on each issue which may arise during negotiations.

The role of the president should be characterized:

1. As the chief executive officer, the president has the overall responsibility for the preparations for negotiations, the bargaining process, contract administration and liaision with the institution's governing board.
2. The president should delegate the responsibility for the detailed planning for negotiations, the bargaining process and contract administration to an administrator in a line position.

3. The president should participate in policy decisions, but it is not necessary for the president to be involved in detailed planning or provide specific guidelines or a philosophical position on each issue which may arise during negotiations.

4. The president should review the bargaining positions that have been developed by the group which prepares for negotiations and select policy issues for review by the institution's governing board. Leadership and guidance should be provided to this group when it is needed.

5. The president should be thoroughly informed of the progress of negotiations and select and present positions to the institution's governing board for their review when critical impasses occur. Leadership and guidance should be provided to the bargaining team when it is needed.

6. The president should be informed of the events related to the administration of the contract and keep the institution's governing board appraised of issues affecting institutional policies.

It is recommended that neither the president nor a member of the governing board serves on the bargaining team.

The decisions made in Phase III regarding the changes in the staffing structure of the organization needed to respond to faculty unionization should be reviewed and implemented. These decisions should clearly specify the division and person who will be responsible for the preparations for negotiations, the bargaining process and contract administration. If a new staff member is employed to be responsible for these aspects of faculty labor relations, this person should work closely with the coordinator of Phases I, II and III.

The bargaining team should be selected and assigned the primary responsibility for planning for the collective bargaining process. The bargaining team should include individuals who have expertise in the following areas:

(1) An academic administrator who is knowledgeable about the policies and practices governing the faculty;

(2) A person who is familiar with the faculty compensation program and personnel policies;

(3) An individual who is informed on the university's budget position and fiscal policies;

(4) The person who coordinated Phases I, II and III.

An attorney should also participate in the preparations for negotiations and serve on the team.

It is desirable that the attorney be the same person who represented the institution in the hearing to determine the composition of the bargaining unit. However, the role of the attorney should be that of an advisor and strategist and not that of a policy maker, unless totally familiar with the institution.

The person responsible for the preparations for negotiations, the bargaining process and contract administration should coordinate the efforts of this group. This person should also be the chief spokesman for the bargaining team and function in a liaison capacity with the president.

While the bargaining team has the responsibility for preparing for negotiations, the positions they develop should be discussed and reviewed by a larger group of administrators who will be affected by a contract. This policy team should include campus presidents, vice presidents, deans and the institution's lobbyist. Whether other administrators, such as department chairmen or directors can be included in this group will be determined by the size of the university and the composition of the bargaining unit. However, it is essential that their views be considered in the planning for negotiations.

During the planning for negotiations the bargaining team should also consult with other personnel when their expertise is needed.

Training on various aspects of collective bargaining should be provided to the bargaining and policy teams. The individuals on these teams should have been included in the training conducted during Phases I, II and III. Training for the bargaining team during Phase IV should include: (1) attendance at a seminar focusing on the processes of collective bargaining sponsored by either a consulting firm or a professional organization and (2) if possible, observation of negotiation sessions at other institutions involved in collective bargaining with a faculty union.

Training for both the policy and bargaining team should include: (1) consultations with administrators from other universities that have negotiated a contract to obtain their perspective and insight on collective bargaining and (2) simulated bargaining sessions under the guidance of an individual who has extensive experience in the process.

Positions should be established by the policy and bargaining teams in consultation with the president and the institution's governing board on the questions raised in Phases I, II and III. These positions should be established with great consideration because they provide the guidelines within which more detailed positions will be developed.

The information that will be needed in the planning for negotiations and during the bargaining process should be compiled. It is essential that demographic data about the bargaining unit be collected. Examples of the information that should be compiled includes the following:

(1) The age and sex of bargaining unit members;

(2) The number of bargaining unit members at each salary level within each rank;

(3) The number of bargaining unit members who have and do not have tenure;

(4) The degrees and credentials held by members of the bargaining unit.

An accurate description regarding the size and composition of the bargaining unit will be useful when evaluating union proposals and developing counter proposals.

Information will also be needed on the institution's compensation policies and programs in areas such as:

(1) Accident insurance;

(2) Availability of university health services to bargaining unit members;

(3) Cost of living increases;

(4) Dental insurance;

(5) Health insurance;

(6) Leave with and without pay;

(7) Life and disability insurance;

(8) Longevity pay;

(9) Merit compensation;

(10) Overtime compensation;

(11) Pay period;

(12) Payroll deductions;

(13) Reduced enrollment fees for spouse and family;

(14) Retirement programs;

(15) Salaries and salary schedules;

(16) Salary inequities according to sex and race;

(17) Staff housing;

(18) Travel allowances.

The bargaining team should also collect information on the policies and practices related to working conditions for bargaining unit members:

(1) Academic calendar;

(2) Class size;

(3) Committee assignments;

(4) Consultantships;

(5) Correspondence course teaching assignment policies;

(6) Extension course teaching assignment policies;

(7) Off-campus teaching assignment policies;

(8) Office space;

(9) Overload teaching assignment policies;

(10) Parking facilities;

(11) Parking fees;

(12) Secretarial services;

(13) Short-term course teaching assignment policies;

(14) Sponsorship of student groups;

(15) Student advising load;

(16) Summer school teaching assignment policies;

(17) Teaching assignments and class scheduling;

(18) Teaching facilities;

(19) Telephone service;

(20) Work day;

(21) Work week.

Information will also be needed on personnel policies related to the following:

(1) Academic rank criteria;

(2) Affirmative action programs;

(3) Attendance at conventions;

(4) Departmental promotion and tenure committees;

(5) Evaluation of faculty performance;

(6) Funeral leave;

(7) Grievance procedures;

(8) Holidays;

(9) Leaves for jury duty;

(10) Leaves for military service;

(11) Leaves for religious observances;

(12) Maternity leave;

(13) Non-tenured faculty policies;

(14) Notice of reappointment;

(15) Notice of non-reappointment;

(16) Personal leaves;

(17) Probationary periods;

(18) Promotions;

(19) Sabbatical leave;

(20) Seniority;

(21) Sick leave;

(22) Tenure;

(23) Ten-month and twelve-month appointments;

(24) Vacations.

While the institution's fiscal policies should not be considered as a negotiable issue, it is important for the bargaining team to have a prediction of the budget for the forthcoming year, especially as it effects compensation proposals. However, it must be recognized that most proposals will have either a direct or an indirect cost.

The bargaining team will also need information to establish the university's position on the rights and responsibilities of the union in such areas as: (1) office space for union officials, (2) dues check-off, (3) release time for members to conduct union business, (4) union membership, i.e. open, closed and agency shop and (5) strikes.

In compiling information, it is essential that the written policies and actual practices of the institution are determined. The actual practices may be determined through discussions with the first group of administrators, such as department chairmen, not included in the bargaining unit. Finally, if time and financial resources permit, information on compensation programs and policies should be obtained from other institutions, because the faculty bargaining agent may request that its members receive benefits similar to those afforded personnel at other colleges and universities.

Data collection should not be limited by what the university considers as the scope of negotiations. Generally, the bargaining team should expect the union to raise a multiplicity of issues during negotiations.

The bargaining team should determine the issues they will present and those that they anticipate will be presented by the union during negotiations. The issues that the university's bargaining team may raise during negotiations should be determined within the framework of positions established on policy questions and in consultation with the policy team.

The bargaining team can anticipate the demands of the union by:

(1) Reviewing contracts negotiated by the faculty bargaining agent in other universities;

(2) Reviewing model contracts prepared by the union's national or state organization;

(3) Ascertaining the issues raised by the union during the organizational campaign;

(4) Determining the causes of faculty unionization;

(5) Reviewing the grievances raised by faculty members;

(6) Discussing the concerns of faculty members with the first group of administrators not included in the bargaining unit;

(7) Determining the political climate within the union;

(8) Determining the special interests of sub-groups within the union.

The bargaining team should establish a position on the issues that they will present and those they anticipate will be presented by the union during negotiations. In planning, the team should give priority to those issues that reflect the causes of faculty unionization.

Two positions should be established for each issue. One position should be that which the university views as the most desirable and will readily agree to. A second position should be one which the university views as the least desirable and will not agree to.

A rationale for these positions must be developed. Subcommittees involving members of the policy team and other administrators should be used to prepare positions which require expertise not represented on the bargaining team.

These positions should be discussed and reviewed with the policy team. When negotiating the first contract, the president should actively participate in some of these discussions, particularly in those focusing on policy issues. The university's lobbyist should also be involved to provide information on the attitudes of the legislature regarding negotiations and the budget.

After the policy and negotiating teams have established bargaining positions, they should be presented to the president and ultimately to the governing board for review. While the entire range of positions should be available for board review, their attention should focus on policy issues. The results of this review process should be a framework of policies and positions within which the university's negotiating team can reach tentative agreement with the faculty bargaining agent, subject to ratification by the governing board.

Planning During Negotiations (Phase V)

This phase is characterized by the planning needed to evaluate union proposals and present the university's proposals during the bargaining process.

Planning during the bargaining process will be facilitated if the faculty union submits all of their proposals early in negotiations. The university's bargaining team should attempt to establish this as a ground rule for negotiations. Because the bargaining team can not effectively evaluate the union's position if they continue to submit new proposals throughout the negotiations process.

A variety of strategies can be used during bargaining; however, it is recommended that the university's bargaining team present their proposals after the union has presented their demands. The union's proposals should be explored during the early bargaining sessions. Next the bargaining team should:

(1) Determine the cost of the union's proposals;

(2) Determine the effect of the proposals on the policies and practices of the institution;

(3) Evaluate the proposals within the framework of pre-established guidelines;

(4) Review the proposals with other administrators when their expertise is needed;

(5) Review the proposals with the policy team;

(6) Develop a counter proposal;

(7) Present the counter proposals and the university's proposals to the faculty bargaining agent.

The university's bargaining team should attempt to negotiate from its proposals and counter proposals. The aforementioned procedures will be ongoing during the negotiations process.

During this process of evaluation and review, the bargaining team's chief spokesman should keep the president informed of the progress of negotiations. While it is not recommended that the president be involved in all of the planning during negotiations, this person should participate in discussion affecting institutional policies. The president also has the responsibility for determining which issues should be reviewed by the university's governing board during the bargaining process.

Post-Negotiation Procedures (Phase VI)

This phase is characterized by preparing personnel to administer the contract, evaluation and preliminary preparations for negotiating the next agreement. This phase should be implemented after the contract has been ratified.

Administrators not included in the bargaining unit must be provided training in contract administration. The contract will establish new and legally binding procedures that will affect the way the institution is managed. All personnel who will be effected by and involved in contract administration must understand

their rights and responsibilities in administering the agreement. It is essential that these individuals be thoroughly familiarized with the content of the contract and the expectations eminating from it.

An evaluation of the organizational procedures used in the preparations for negotiations and during the collective bargaining process should be conducted. All phases of administrative activity related to the preparations for and process of collective bargaining should be evaluated to determine if modifications are needed prior to negotiating the next agreement. Crucial questions include:

1. Did the bargaining team accomplish its goals during negotiations? If not, why?
2. Was the organization structured so it effectively accommodated faculty unionization or should changes have been implemented? Are changes now required?
3. Were the appropriate personnel involved in the preparations for negotiations and during the bargaining process or were additional staff and expertise needed?
4. Did the divisions and individuals responsible for the preparations for negotiations and the bargaining process perform effectively?

5. Did the institution's information system provide the information needed prior to and during the bargaining process?

6. Were all aspects of institutional activity effectively coordinated?

Similar questions should be applied to the procedures used in administering the contract.

Preparations should begin for negotiating the next contract. For example, the grievances that arise during contract administration should be reviewed. They may be indicative of the issues that the faculty bargaining agent will raise in negotiating the next contract. Also the issues that were not resolved during negotiations may be subjects for bargaining in the future. Administrators must also be alert to problems that occur in interpreting the contract, in anticipation of resolving these problems during future negotiations. Planning for negotiations must be viewed as a continuous activity and it should not cease because the contract has been ratified.

Implications for Further Research

During this investigation problems that were related to, but outside the scope of this study emerged as requiring further research. The following studies should be undertaken to provide a better understanding

of the effect of faculty unionization on colleges and universities and its implications for administering these institutions.

1. After the institutions studied have negotiated a second/third contract with the faculty union, a follow-up study should be conducted to determine if changes have occurred in: (a) the role of state governmental agencies, institutional governing boards and presidents in the preparations for bargaining and during the negotiations process and (b) the organizational procedures used in preparing for negotiations and during the process of collective bargaining.

2. As additional colleges and universities negotiate contracts with faculty unions this study should be replicated in these institutions to gain a better understanding of: (a) the role of state governmental agencies, institutional governing boards and presidents in the preparations for bargaining and during the negotiations process and (b) the organizational procedures used in preparing for negotiations and during the process of collective bargaining.

3. The organizational procedures which are used to administer a contract with a faculty union should be studied.

4. A study should be undertaken to determine the dollar cost of, and the time devoted by administrators to the preparations for negotiations, the bargaining process and contract administration.

5. The information systems which are required to provide the data needed in the preparations for negotiations and during the collective bargaining process should be studied.

6. Research should be conducted to determine the effect of a contract with a faculty union on the role and decision-making prerogatives of institutional governing boards, presidents and other administrators not included in the bargaining unit.

7. A study of the bargaining strategies used by university negotiating teams and their effectiveness should be undertaken.

8. The efforts of administrator-union joint committees should be studied to determine if they are effective in resolving problems that were not settled during negotiations and in providing recommendations to negotiating teams on issues that will arise during the bargaining process.

9. The potential for the establishment of bargaining units composed of administrators and the

ramifications of these units for institutional governing boards and presidents should be explored.

10. A study should be conducted to determine the implications of faculty unionization and collective bargaining in higher education for training college and university administrators.

These studies should be conducted in a variety of institutions such as private and public universities, state systems of higher education and in single and multi-campus schools.

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APPENDICES

APPENDIX A

INTERVIEW GUIDE

APPENDIX A

INTERVIEW GUIDE

This interview is divided into two parts. The first part pertains to the activities that occurred prior to the start of the collective bargaining process. The second part pertains to the activities that occurred after you began negotiating with the faculty bargaining agent. I will inform you when we get to the second part of the interview.

The following questions pertain to the activities that occurred prior to the start of negotiations.

1. Approximately how many employees are in the faculty bargaining unit?
2. Who was involved in the preparations for collective bargaining?
3. Who was responsible for coordinating the efforts of this group?
4. Were any personnel from state governmental agencies involved in the preparations for negotiations? If yes, who? If yes, what was their role?
5. What was the role of your institution's governing board in the preparations for negotiations?

6. What was the role of your president in the preparations for negotiations?

7. Was anyone hired to assist in the preparations for negotiations? If yes, who? If yes, what were their responsibilities?

8. In your opinion, what factors should be considered by other institutions when deciding whether someone is hired to assist in the preparations for negotiations?

9. In your opinion, what are important considerations in selecting the group which prepares for negotiations?

10. Did any of the individuals involved in the preparations for negotiations have any previous experience in this area? If yes, please explain.

11. After these persons were selected, were they given any training? If yes, please explain.

12. In your opinion, what kind of training should be provided for the individuals who are involved in the preparations for negotiations?

13. When did this group begin their preparations for negotiations?

14. In your opinion, when should institutions begin to prepare for collective bargaining?

15. What planning was undertaken by this group to prepare for negotiations?

16. What information was used by this group during their preparations for negotiations?

17. In your opinion, if an institution is entering into negotiations for the first time, what would you recommend as key steps in the planning process?

18. In your opinion, if an institution anticipates that it may soon have to bargain with a faculty union for the first time, what kind of information should it begin to develop?

The following questions pertain to the activities that occurred after you began negotiating with the faculty union.

19. Who was on the bargaining team?

20. Was there a backup policy team to the bargaining team? If yes, please explain their role and its membership?

21. What was the role of state governmental agencies during the collective bargaining process?

22. What was the role of your institution's governing board during the collective bargaining process?

23. What was the role of your president during the collective bargaining process?

24. Was anyone hired to serve on the bargaining team? If yes, who? If yes, please explain their responsibilities.

25. In your opinion, what factors should be considered by other institutions when deciding whether someone is hired to serve on the bargaining team?

26. In your opinion, what are important considerations in selecting the bargaining team?

27. Did any of the individuals on the bargaining team have any previous experience in collective bargaining? If yes, please explain.

28. After the bargaining team was selected, were its members given any training? If yes, please explain.

29. In your opinion what kind of training, if any, should be provided the individuals on the bargaining team?

30. What planning did the bargaining team engage in during negotiations?

31. Did the bargaining team find that they needed additional information that was not developed prior to the negotiations process? If yes, please explain.

32. What planning should the bargaining team engage in during negotiations?

33. In your opinion, what is essential information for the bargaining team to have during negotiations?

34. What decision-making authority did your bargaining team have?

35. In your opinion, how much decision-making authority should the bargaining team have?

36. Should the team try to reach an agreement before or after the budget for the institution is approved? Why?

37. Have any new staff members been hired in your institution to work with faculty labor relations as a result of collective bargaining and faculty unionization on your campus? If yes, what are their primary responsibilities?

APPENDIX B

INTRODUCTORY LETTER AND REPLY FORM

MICHIGAN STATE UNIVERSITY EAST LANSING • MICHIGAN 48823

OFFICE OF THE ASSISTANT VICE PRESIDENT FOR PERSONNEL AND EMPLOYEE RELATIONS
JOHN A. HANNAH ADMINISTRATION BUILDING

February 29, 1972

Dr. John Doe
Assistant to the President
Midwest University
College Town, Michigan 00000

Dear John:

This letter is to introduce Mr. Alan Coe, a doctoral student at Michigan State University in the Department of Administration and Higher Education, who is studying collective bargaining in higher education. As a member of his committee and in my new capacity, his study is of particular interest to me. I would like to ask your cooperation and participation in his study.

Since only a few public colleges and universities have negotiated contracts with faculty groups, your participation is extremely crucial to the success of his study. Although the study will not seek confidential or sensitive information, your name and the name of your institution will be kept strictly confidential.

If you wish to participate in this study please return the enclosed letter. Mr. Coe will call you to establish a time for a personal interview.

Your cooperation is greatly appreciated and a summary of the findings will be sent to you.

Sincerely,

C. Keith Groty
Assistant Vice President
Personnel and Employee Relations

Enclosures

Mr. Alan Coe
Dean of Students Office
155 Student Services Building
Michigan State University
East Lansing, Michigan 48823

Dear Mr. Coe:

_____I would like to participate in the study. Please call me to establish a time for a personal interview.

_____I will be unable to participate in the study.

Dr. John Doe

Please use the enclosed stamped envelope for your reply. Thank you!

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