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**Faculty power under collective bargaining at public, four-year  
colleges and universities in Michigan. (Volumes I and II)**

**Dobbertin, Leslie Ann, Ph.D.**

**Michigan State University, 1989**

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FACULTY POWER UNDER COLLECTIVE BARGAINING AT  
PUBLIC, FOUR-YEAR COLLEGES AND  
UNIVERSITIES IN MICHIGAN  
VOLUME I

BY

LESLIE ANN DOBBERTIN

A DISSERTATION

Submitted to  
Michigan State University  
in partial fulfillment of the requirements  
for the degree of

DOCTOR OF PHILOSOPHY

Department of Sociology

1989

## ABSTRACT

### FACULTY POWER UNDER COLLECTIVE BARGAINING AT PUBLIC, FOUR-YEAR COLLEGES AND UNIVERSITIES IN MICHIGAN

By

Leslie Ann Dobbertin

Changes in faculty power and sources of faculty power are examined in this documentary study of the collectively bargained contracts of the nine Michigan public, four-year colleges and universities whose faculties are unionized. Changes in faculty power were identified by comparing the original contract with the current contract and interviewing faculty union leaders and administrators on each campus. The study demonstrated that faculties typically gain power through bargaining successive contracts following the original contract. Sources of faculty power were investigated by discovering to what extent variations in current contractual faculty power among the nine campuses could be explained by various characteristics of the faculties or institutions. Characteristics found to be positively associated with faculty power in at least some key decision-making areas included the professional stature of the faculty, measured as the percentage of the faculty

holding the Ph.D. degree or equivalent. In addition, faculties with greater power had been unionized longer and were at institutions where a lower percentage of the faculty was tenured and where the student/faculty ratio was higher. Institutional characteristics not associated with faculty power were: size of faculty, enrollment changes, days out on strike, union affiliate, and extent of layoff or reduction experienced by the faculty.

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#### DEDICATION

The patience and encouragement of my family  
enabled me to do this project.  
Thank you, Margo, Jerry, and Konrad.

## ACKNOWLEDGMENTS

Many people helped me in this project. Advice was given by chair of my guidance committee, Dr. Fred Waisanen, and the other members, Dr. William Ewens, Dr. William Faunce and Dr. James McKee. Marlene Murphy and Chris Roll, my typists, were of great assistance to me. Union leaders and administrators on the nine campuses gave of their time to share their experiences. Without the assistance of these people, this project would not have been possible.

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## Chapter 1

### BACKGROUND

#### Introduction

Control over work and the work place has gradually slipped away from the persons performing the work. Control has become concentrated in the hands of a shrinking collection of increasingly powerful managers. The causes of this broad historical trend are variously explained as a consequence of the development of capitalism (Marx 1971, pp. 65-69) or the technological imperative of increasingly efficient systems of production (Blauner 1964). The implications and the ultimate consequences of this concentration of power are also debated. According to some, the trend will reverse as we reach higher stages of industrialization, at which time blue collar labor will be made unnecessary by advanced machines (Bell, 1976). In contrast, critical theorists, claim that thorough and intentional restructuring of the control of production will be necessary to alter this trend (Dowd, 1977, pp. 325-351).

This dissertation takes the critical perspective. According to this viewpoint, erosion of workers' control over their work is a consequence of a concentration of power resulting from the concentration of wealth (Braverman, 1974). The critical perspective examines negative consequences of this concentration for social structure and

development of people. Among the fears of critical theorists is that commitment to democracy will diminish as the meaning of democracy is lost for lack of experience in working with others in making major decisions (Ewens 1984, pp. 19-55). The very character of people in Western society may gradually be altered so that they do not care to have control over their lives. The idea of a free and equal people working together as peers may come to seem foolish and even frightening as people become more and more accustomed to having superiors and experts determine their courses of action in large, authoritarian bureaucracies. In accommodation to such settings we may become unauthentic, unspontaneous and fearful of freedom: characteristics described as the authoritarian personality (Ewens, 1984, pp. 19-55).

There have been discussions and even small-scale changes reversing this trend of concentration of power and giving workers back some of the control lost to management. In these changes, typically giving workers more control is a secondary result of a restructuring designed for economic reasons. Greater worker involvement is often among the changes proposed in modern management theory as part of an effort to increase productivity and profits. In other cases, worker control may be a side effect of struggles of workers to save their jobs by purchasing and keeping open a plant which is being discarded by capitalist investors due

to inadequate profits. Elsewhere, some limited experiments in workplace democracy have been conducted for the primary purpose of improving the quality of work. All together these ideas and efforts to increase worker control are a small countercurrent, much overwhelmed by the major trend of reduction of worker control. These changes have not had major consequences for most people's work life. Nonetheless, limited though this countercurrent may be, it does belie the belief that people can become cheerful robots.

The purpose of this dissertation is to examine a very small but important workplace, academia, to see if control over work and workplace is slipping away from faculty members who are among the workers in this setting. Changes which have occurred in control over work since the introduction of collective bargaining on campuses will be examined. This research project attempts to answer two major questions. The question is : Do faculty members increase their control over work through the process of collective bargaining after the process is in place? Or is there a loss of faculty power or perhaps no change in faculty power under collective bargaining? A second question examined in this study is: Under what conditions is a faculty more able or less able to secure power within the workplace? The ideal types of a profession and of a bureaucracy will be used to help explain variations in the

amounts of power faculties exercise on different campuses.

What implications do changes in faculty power have for the historical trend of erosion of worker's control over their work? It might be argued that academicians are a small segment of the work force and are also quite removed and different from blue collar workers and even most white collar workers. There are some bases to these claims, but the smallness and the distinctiveness of academia should not be overstated.

Though faculty members are few in numbers, the nature of their work, disseminating knowledge and helping to create the ideology, puts them in a position to have some influence upon thinking of the general public. This is increasingly true as more and more people attend college when young and also as returning students.

The nature of academic work is not so distinctive from blue and white collar work as to be immune to reduction of worker control through management techniques of deskilling and control over output. Both techniques have been used in higher education and have reduced faculty members' control over their work. Dissemination of knowledge has been deskilled by increasing specialization. The well-rounded educated person of the nineteenth century has been replaced by today's scholar or scientist with expertise within a single discipline. More recently, specialties have developed within disciplines so that most scholars cannot



claim mastery over knowledge within a discipline so much as within their specialty. The extent of specialization can be seen in position notices. Even small colleges, when advertising a position, indicate specialty areas. As specialization advances, knowledge becomes fragmented. A scholar cannot convincingly claim competence to make decisions about education as a whole, but can only speak to the limited specialty area. The pieces of the fragmented body of knowledge are put together by a growing category of experts, administrators whose special ability is overall management of such subdivided systems.

Administrators have developed techniques to get around their lack of specialized knowledge within the various disciplines. In the past they have been dependent upon recommendations of faculty members, but this dependency has been reduced by new techniques. Various measures of outcomes have been developed which allow administrators to exercise increasing control over academic decisions. Standardized student evaluation forms are used in many institutions as part of the process of evaluating the effectiveness of instruction. Because such instruments typically produce standardized scores, comparisons of teaching ability can be made across disciplines by persons lacking knowledge of any of the disciplines. The meaning and validity of such measures has been much debated, but their use spreads because these are effective means of

control. Reappointments, promotions and tenure decisions may depend upon the results of such measures. Claims that these instruments give students greater control must be questioned. Students rarely design or administer these or make personnel decisions on the basis of these instruments.

Decisions about funding academic programs can be aided by simple head counts of numbers of students enrolled in the courses of the program or by surveys asking graduates about their success in securing employment with good pay. Decisions about the content of programs can be made through the use of surveys of graduates by asking them for their perception of the worth of courses required in their programs. Again, the questions raised about validity are not answered, but the instruments continue to grow in popularity because they are useful to administrators seeking greater control over academic decisions.

By means of these various measures, administrators secure knowledge which is not necessarily available to faculty members. This knowledge justifies the authority exercised by administrators over academic work. These examples are not intended to exhaust the discussion of management policies in academia but are offered to demonstrate that reduced worker control and increasing management power over work and the workplace occurs in academia through use of methods used by managers in other workplaces.

With the significance of the academic workplace and also its similarities to other workplaces in mind, let us turn to an examination of the ways in which faculty have had influence in their workplace and the ways in which this has changed.

### Collegiality

Formal authority over the academic workplace rests with boards of control (or governance), which are either elected or appointed (Kauffman 1980, pp. 53-55). These boards meet periodically and give final approval to decisions presented as recommendations by the higher administrators of the college or university. In the past boards have delegated much of the authority to run the institution to the president and have had their major impact on the institution through their selection of the president. The president, in turn, may delegate more or less authority over specific areas of management to higher level administrators, deans and department heads. At any of these levels of the organization, faculty might participate in decision-making.

The traditional method by which faculty have shared in the control over the institutions in which they work is called collegiality. Under this system; within departments, on committees, and on senates; faculty members discuss both specific decisions and general policies. Faculty members

often serve with administrators and sometimes students as fellow members on such bodies. The authority of these bodies varies from institution to institution. Even within an institution, a faculty might have great influence over certain types of decisions but relatively little influence over others. Faculty involvement varies with characteristics of the institution, such as size and prestige (Blau 1956, pp. 251-280). Faculty participation in governance has also varied over time due to historical factors which have altered the functions of higher education, changed the role of administrators, and reduced the effectiveness of the collegial system on some campuses.

#### Changes in Higher Education

In the past, the administration of a college was made up of former professors who, as administrators, were first among peers rather than employers. The president was often an eminent scholar who might have some ability and ambition to lead. A less systematic approach to administration in higher education was possible a few decades ago because circumstances for college management were more forgiving. Administrative tasks were fewer, enrollments growing, and funding plentiful. Under high growth and plentiful funding, differences could be resolved with little conflict by spending money. Fewer audiences watched campuses decision-making. Colleges were relatively autonomous and had to

account to fewer other agencies than is the case today.

Changes over the last few decades have altered the place of higher education within the larger social system. As a result, campus relations have changed. In some cases, the older the system of collegiality has been replaced by collective bargaining.

In searching for causes of erosion of collegiality, examining the immediate circumstance on any given campus can be misleading. A faculty embroiled in the conflict attending such a change typically blames the president of the institution. From the perspective of the faculty, the president is the focal point of changes in campus relations. Studies of causes of collective bargaining on various campuses sometimes single out the president's stance as a major determinant of the faculty's confidence in their system of collegiality and in the probability that they will organize (Owen, 1979, p. 177). Placing the onus on the president may focus anger and stir a faculty to organize a union, but it does not explain why presidents have frustrated and angered faculties on a number of campuses.

If presidential behavior has changed, we must look for structural changes underlying such changes. We must step back from events on a particular campus at one point in time and look at societal level changes which have been occurring over a few decades. The nature of these changes, their effects upon the role of the president and the resultant

changes in campus relations must be examined.

One aspect of change mentioned in attempts to explain increased conflict on campuses is growth. It is argued that as size increases, bureaucratization of more and more relationships follows, and collegiality suffers. It seems doubtful that this is the total explanation. First, collegial structures are, themselves, bureaucratic in form and are organized to allow faculty to give advice at different levels within the institution. Secondly, on small campuses as well as large, conflict has led to unionization of faculties. For example, among Michigan's four-year public colleges and universities the two largest, are not unionized (the University of Michigan and Michigan State University), and the two smallest are unionized (Lake Superior State College and Saginaw Valley State College). Whatever its influence, if any, growth is only one factor. We must turn to a number of specific historical changes which have altered the position of education among social institutions in order to explain changes in collegiality. Among these changes are (1) the involvement of higher education in efforts to rectify social problems associated with inequality, (2) stagnant enrollments, (3) scarcer funding for higher education, and (4) increased influence of private enterprise over higher education.

The upheavals of the 1960's led to attempts to use education to solve social problems. Higher education was

given the responsibility of assuring equal opportunity to poor and minorities, providing counseling and special interest programs and remedial help, and making higher education more relevant to youth. Programs were created, guidelines legislated, and personnel on campuses increased to meet these responsibilities. One of the consequences has been that administrators of colleges and universities are accountable to a larger number of agencies than they were previously. Another consequence is that the administrative branches of the institutions have had to expand. From the middle 1960's to the early 1970's, funding for administration in higher education had increased by more than 30% while expenditures for instructions increased by only 10% (Scott, 1978, p. 13).

Another factor altering the campus relations is the increased competition for funding. Deteriorating economic conditions have compelled colleges to be more active in securing funds from state agencies. Funding problems have also increased the involvement of trustees in the management of the institutions and have caused boards to demand more explanation and justification for decisions made by the president (Baldrige, 1975, p. 170). The trustees themselves feel more public pressure to account for the financial management of the institutions for which they are ultimately responsible.

As a consequence of these social reform efforts and

worsening economic conditions, college presidents experience enormous pressure to meet the sometimes competing demands of federal agencies, state governments, governing boards and the more diverse constituency of students (Kaufmann 1980, pp. 77-78). One of the consequences of this pressure upon the president is the erosion of collegiality. This has come about in two ways. First, presidents have turned their attention away from the faculty and toward the growing number of off-campus audiences. Second, the administrative style of the president has shifted from collegial to managerial.

The president must address more audiences and must do so more carefully than in earlier decades. The faculty and its priorities have become only one of a number of pressing concerns which a president must take into account. In any era, a president's conception of institutional priorities and an academician's ideal of an optimum environment for nurturing a discipline often are at odds. In an earlier period, however, colleges were more autonomous; and more abundant funding was available to accommodate, or at least placate, faculty requests while accomplishing presidential objectives (Brown, 1983, p.33). Scarcity of funds and increased demands for accountability have undermined this congenial atmosphere. Under these changed circumstances, administrators often find it difficult to use the collegial mode of faculty participation (Lee 1978, pp. 9-10).



In the most recent past the most difficult question facing an administrator might be deciding to which program to give the greatest increase in funding. Faculty might participate in such decisions. The losers would have only to wait a little longer for their increases. Today decisions are harder and consequences more dire. Reductions in enrollments or funding sometimes mean terminating programs and reducing positions. Administrators complain that faculty won't cooperate in the demise of one another's programs even when it is necessary for something to be cut. Administrations also complain that in times of scarcity decisions need to be made rapidly to avoid serious losses. Administrators do not always have the time to explain alternatives to faculty committees or departments and wait while the faculty debates and forwards recommendations through a series of committees. Under current conditions administrators complain that the collegial mode of shared governance is difficult to use. Some faculty members disagree, claiming that speedy decisions are often ill-considered decisions. Such critics state that involvement of all campus constituents is particularly important in decisions when risks are great. Administrators' claims about inefficiency of collegiality is believed by some faculty members to be a ruse used by administrators to gain power.

Another source of change in campus relations is the

increasing intrusion of private enterprise. There are two causes for this change (Beverly 1978, pp. 67-91). One is the growing interdependency of education and private enterprise. The other is the college administrators' imitation of private enterprise modes of management.

Higher education has never been entirely separate from the world of business enterprise. In the recent past, part of the role of colleges has been to serve as a finishing school for owners and top level managers and to produce an ideology which supports private enterprise. This role has been expanded to include providing specialized training for a myriad of workers in technical and lower administrative ranks of private enterprise. Training persons for specific jobs has increased offerings of specialized courses and has expanded the number of programs offered. Today, more than in the past, colleges turn to business to learn what to teach students. Now students are required to attend college to learn tasks which previously has been taught on the job. The questions of how much and what kind of education the population needs are increasingly answered in terms of meeting the demands of business for trained workers and for new technology. Less and less frequently mentioned are societal needs for an educated citizenry or the student's own desire for personal enrichment.

As business interests predominate in more decisions made on campuses, colleges and universities are less

autonomous and more dependent upon business. With this new interdependency of business and education, fluctuations in the economy have more immediate consequences for education. This may be part of the reason that administrators in colleges and universities are increasingly adopting business language and ways of thinking. Administrators on the campus, particularly at higher levels, have come to see themselves as managers in business enterprises and not first and foremost as academicians. No longer first among peers, administrators are now preoccupied with controlling the budget, managing personnel and competing for students and funding (Scott, 1978, p. 17). The business terminology of "productivity", "accountability", and "marketability" are part of the ways of thinking in higher education administration. With this change in structure and roles, it is harder for administrators to see faculty members as colleagues. They are employees who must be managed. Collegiality does not seem to fit into the new style of management. As employees, faculty members are not on the management team.

#### Collective Bargaining

All of the above recent changes have altered the role of higher level college administrators. Faculty members pay particular attention to the president's role because of his authority and visibility. The changes discussed above have

separated the president's interests and preoccupations from the concerns of the academicians and have made it more difficult for the president to give credence to faculty members' perceptions of their disciplinary needs or to grant their requests. As traditional collegiality has become more difficult to use as a mode of decision-making on some campuses, conflict-ridden restructuring of faculty-administrative relationships may occur and may result in collective bargaining.

Collective bargaining of faculty in colleges and universities is relatively new. After the first collectively bargained agreement was signed on a four-year campus in 1967 (Johnstone 1981, p. 4), organization grew rapidly. By 1977 about 25% of full-time faculty were organized (Carnegie Council 1977, p. 2) and by 1981, 284 four-year institutions (15%) were organized for collective bargaining (Douglas 1981, p. 59).

Predictions about the consequences of collective bargaining on the campus range widely. One area of debate is the forum within which faculty will participate in shared governance. Some anticipate, with concern, that faculty senates will disappear with the onset of collective bargaining (Begin 1979, p. 55). Some believe that the collegial structure of the senate can coexist with the new relationships which come with collective bargaining (Michigan Law Review 1969, pp. 262-3; Public Employee

Bargaining: Topical Law Reports 1979, p. 60106).

A broader issue is that of the extent to which a faculty union, or any union, will function as a change agent once established as a legitimate structure. In his development of a general theory of industrial relations, Hyman (1975) points to a number of forces which will make labor unions likely to support the status quo rather than promote the interests of members in change once unions become established and are given a role in the decision-making process.

The most significant of these forces is the inequitable distribution of power within a capitalist society, which make available extensive resources, authority and ideology to oppose the interests of workers against those of capitalists and retard the development of democratic relationships. Hyman (1975, p. 76) believes that the structure of decision-making within unions will shift from that of a participatory democracy to one of "liberal democracy" in which a relatively uninvolved and uniformed members periodically select leaders but do not participate in decision-making otherwise.

Dunlop (1958, pp. 317, 368) also discusses the tendency of labor unions to become less change-oriented as they become participants in the process of developing a system of rules which makes labor relations more predictable. Dunlop (1958, p. 94), like Hyman, recognizes power relations in the

large society as a context within which labor relations develop and which influence labor-management relationships.

The challenge to the status quo which labor unions might offer will be reduced not only by the great power that capitalists have to diminish the influence that rank and file workers have over their own unions. In addition, once a union becomes established, as is typical of organizations, it will be led by persons whose interests lie in maintaining the current system of relationships under which they enjoy high status. The general consequence of these two factors is to reduce the probability that unions will be change agents and to make unions less responsive to the interests of their members, that is, less democratic.

This drift away from democracy within unions will come about, according to Hyman (1975), not only because of the general discouragement of democracy in capitalistic societies but also because of other structural factors which create division between the leadership and the rank and file membership of industrial unions. First among these is the increase in size and centralization of unions, which will lead to the development of a large administrative structure within the union, geographically and socially apart from the membership. The roles of administrator in the union and that of blue collar worker differ considerably, and this difference further removes the leadership of the union from the membership. The tasks performed in the two roles

differs, as does the personality types fostered by the two roles. The two differ also in status in the larger community, a difference which Hyman (1975, p. 89) points out will cause the union official to make great efforts to keep his position and avoid returning to the ranks of the blue collar labor force. Social distance together with centralized decision-making within unions lends credence to the belief, on the part of some union leaders, that members are incompetent and apathetic (Hyman 1975, p. 76).

The convergence of these various forces can lead to quite distinct interests on the part of labor union leadership and of membership. Greater control over the workplace, an interest of members, may not be pursued by leaders for fear of disrupting a good bargaining relationship with managers of business enterprises by challenging managers' authority (Hyman 1975, pp. 89-90).

Hyman (1975, p. 73) points out that the extent to which unions are democratic varies. British unions, for example, are managed by elected lay officials at the local level. In contrast, the typical U.S. union is centralized and managed at the local level by full-time union who are selected by the national leadership.

There are a number of differences between the typical U.S. labor union and faculty unions in the U.S. which may allow faculty unions to be more democratic and to function as change agents more than other U.S. unions. With regard

to selection of leadership, faculty unions resemble the more democratic British model. The local full-time union official functions more as a consultant and liaison with the regional organization than as a leader of the local, i.e. campus, organization. The process of centralization and role differentiation of leaders and members, by which Hyman explains the limitations on democracy and radicalism of unions, are not much apparent in faculty unions in states with independent campuses. In such states, each campus bargains its own contract apart from other campuses. The national and particularly regional organizations provides resources but no direct leadership. The processes of centralization and professionalization of leadership which elsewhere have eroded democracy in unions are not as pronounced in faculty unions. Distance between the union membership and leadership is kept small by the absence of differences between union leadership activities and the work activities of the members. The job skills of the professor and of the union leader are not so different and, perhaps most important, the status of a faculty member is not much enhanced by union activism nor by becoming a full-time union official.

There is another reason to expect that democracy within college faculty unions will not be as diminished as democracy within industrial unions. The tradition of faculty involvement in institutional decision-making, i.e.



collegiality, lays a foundation of democracy in higher education which has a pervasive, if not decisive, influence upon labor relations. In addition, academic freedom together with tenure give faculty members considerable control over their work. These two aspects of the role of faculty members in colleges and universities cause faculty members to expect to decide how they teach and to have some involvement in decisions about what they teach, how they are evaluated, what courses and programs the institution offers etc. These traditions may vary among different types of higher education institutions but are nowhere completely absent. Higher education institutions with higher status tend to have stronger traditions of collegiality. Administrators in such institutions often take pride in their ability to involve the faculty in decision-making. Administrators in other colleges and universities may enhance the stature of their institutions to the extent that they meet faculty expectations for collegial involvement.

The above characteristics of faculty roles in higher education tend to encourage democracy within the institutions. However, there are other forces at work which tend to limit faculty involvement in decision-making. Important among these are the legal authority of administrations to make final decisions in many areas and the bureaucratic ideology of administrators which justifies their authority, both which are supported by the ethos of a

capitalistic system which supports managerial authority and opposes workplace democracy. The convergence of these various forces produces a system of relationships with some democratic features and some authoritarian characteristics.

This dissertation examines the changes in power which occur between a faculty and an administration after a faculty becomes unionized. The results may help us assess the applicability of Hyman's (1975) and Dunlop's (1958) analysis to faculty unions in higher education. To the extent that faculty unions continue to expand faculty power, their contention that unions become conservative is not supported, at least with regard to faculty unions. However, if faculty unions once established, tend to maintain the status quo in faculty/administration power relationships, Hyman's (1975) and Dunlop's (1958) hypotheses is supported.

Observers of labor relations in higher education are not in agreement about the consequences unionization will have upon faculty power. Some fear that unionization may reduce collegiality and thus reduce faculty involvement in governance (Fleming 1973, p. 19), others believe faculties will simply contractualize rights previously granted less formally (Chandler and Julius 1979, p. 79). Variation in faculty power according to types of institutions is expected by some (Johnstone 1981, p.44) but others fear a leveling effect among institutions (Baldrige and Kemerer 1975, p. 164).

One of the reasons for the uncertainty apparent in the variability of predictions about the consequences of collective bargaining is that collective bargaining adds a new element to campus relations. Patterns found under the traditional collegial method of decision-making may not apply to decision-making under collective bargaining. The consequence of collective bargaining for faculty power have not been adequately researched.

In this study, it is predicted that faculties will increase their power after the onset of collective bargaining, as they bargain successive contracts. Reasons for this prediction are three. First, the process of collective bargaining was developed to provide a legal means for employees to exert some influence over actions of employers in the workplace. Collective bargaining alters the system of relationships by adding a resource faculty may use to gain power. Second, characteristics of union structure which tend to make them support the status quo, as noted by Hyman (1975) and Dunlop (1988), are not particularly apparent in faculty unions. Third, traditions in higher education tend to give faculty relatively extensive power in their workplace. For these reasons, it is expected that faculties will gradually gain power after collective bargaining is in place.

These are not, however, the only persuasive accounts of consequences of collective bargaining for faculty power. It

may be that faculties whose power is eroding become organized for collective bargaining; and collective bargaining slow down, but does not reverse, the process of erosion of power. Another possibility is that faculties may select collective bargaining to enhance their material benefits and not their power. Yet another possibility is that as collective bargaining brings to the fore conflicts previously internalized or downplayed, a threatened administration may tend to become intransigent and more resistant to sharing power than it was before the onset of collective bargaining. It can be seen that growth of faculty power under collective bargaining is not the only possible outcome. Indeed, it is this uncertainty of outcome which led to this study.

It is important to note that this study does not compare faculties who are organized for collective bargaining with those who are not so organized. The question raised here is whether or not organized faculties gain power over time. The question of whether or not collective bargaining is more effective for gaining power is another question, and that question is not answered in this study. This study addresses concerns of faculties and administrators where faculties are already committed to collective bargaining.

As a new element in decision-making in higher education, collective bargaining's consequences have not yet

been established. Collective bargaining is rather different from the traditional methods, referred to as "collegiality", by which faculty have had a role in making decisions on campus. In order to understand the how process of collective bargaining work in higher education and what issues it raises, it is instructive to contrast collective bargaining with the traditional system of faculty involvement, collegiality. Collective bargaining is fundamentally different from collegiality in two ways: (1) procedures decided upon in collective bargaining require mutual agreement of the administration and the faculty, and (2) procedures so agreed upon can be enforceable. These two differences and their consequences are discussed below.

First, contract provisions developed under collective bargaining are mutually agreed to by both the faculty and the administration. Under collegiality, mutual agreement is not necessary. Faculty members are not necessarily involved in decisions about how faculty members' advice will be sought or what restrictions the administration will place on its actions. If a faculty member has suggestions for procedures these are presented to a superior by a subordinate, an arrangement not conducive to candor on the part of the subordinate. Whatever role the faculty may have within such bodies as a senate continue at the will of the board of control of the college under collegiality. The administration is not required to discuss college policies

with the faculty under collegiality. Under collective bargaining, the administration is required to meet with the faculty representatives and make a "good faith" effort to come to agreement on certain issues.

Within the context of the rules of collectively bargaining a contract there is formal equality between the parties, which is quite different from the workplace subordination of the employee to the employer. The latter does have consequences for relationships in negotiation, but the formal equality across the table adds a new element to faculty-administration relationships. For example, refusal to comply with a superior's request, which might elsewhere be insubordination, is not necessarily so in negotiation of a contract. Legal protection from retaliation for union activities gives faculty members greater freedom to speak openly about problems and differences. The necessity to cover various items makes discussion of differences of opinion difficult to avoid under collective bargaining, differences which might be disregarded under collegiality.

Evidence of the differences between collegiality and collective bargaining can be found in the role college presidents typically take in collective bargaining. Perhaps because the structure of collective bargaining encourages less deferential posture on the part of faculty and because of the discussion of many issues over which the parties disagree, college presidents typically do not participate in

collective bargaining. A president involved in negotiations would face direct confrontations which could diminish the president's stature as an authority figure and could peel away the veneer of an amiable president/faculty relationship.

A second difference between collegiality and collective bargaining is that collectively bargained contract provisions can be enforceable. Courts of law, usually following an arbitrator's decision, can enforce the agreements reached in contracts which the parties have made subject to arbitration. This aspect of collective bargaining restricts administrative flexibility. It is a major reason for administrators to try to prevent unionization of the faculty.

As a consequence of enforceability and the need for mutual agreement, interaction in collective bargaining is different from that of collegiality. Greater suspicion and more open conflict may be expected under collective bargaining. The necessity to cover many issues and reach agreement on these brings differences of viewpoint to the fore. Because promises made must be kept, points are not conceded readily. An air of caution and fears of hidden agendas in the proposals of the other party make suspicion common. The process may be drawn out and congenial. The openness of conflict leads some to believe that collective bargaining causes conflict. Although the process

facilitates the discovery and expression of difference of perspective and of interest, it does not necessarily cause these differences. These differences are part of the social structure of higher education, particularly the roles of administrator and faculty member. Under collegiality these are played down; under collective bargaining these are underscored.

Where parties occupy different roles, some conflict of interests is expected. How this conflict is handled depends upon the nature of the relationship of the parties. Where one party is above the other in a hierarchy, fears of punishment or other negative consequences may cause the subordinate to avoid mention of the conflict. Where there are differences in power, we might expect some elements of the authoritarian personality to develop, such as inauthenticity and self denigration (Ewens 1984, pp. 19-55). Where this is the case, the absence of open conflict does not indicate that differences have disappeared; they may have become internalized. Perhaps in academia, authoritarian aspects of relationships are less likely to squelch open debate than in other bureaucratic hierarchies because of the traditions of collegiality and, most importantly, protection of tenure. Even if this is the case, greater openness is possible under collective bargaining than collegiality. Added to the tradition of collegial involvement and tenure protection, collective



bargaining gives formal equality across the negotiation table and legal protection against retaliation by administration.

The greater expression of conflict occurring under collective bargaining than under collegiality can be better understood if we look at the differences in the assumptions underlying these two forms of relationships. Collegiality assumes a community of interest; collective bargaining assumes a conflict of interests (Wilensky 1956, p. 7). Under collegiality it is assumed that the parties involved are colleagues, equals, persons working together in the same setting toward shared goals. As colleagues within the same organization, the parties share the ultimate goal of maintaining the organization, although they might differ on how to accomplish this end. Fundamental differences of interests among parties contradicts this assumption. Collective bargaining is based on a very different premise. It was developed expressly for handling divisive conflicts of interest which threaten to make organizations unproductive. Developed first in the blue collar sector, collective bargaining was legally sanctioned in order to create labor peace, to avoid disruptions in production and to prevent the spread of disorder. Collective bargaining assumes parties have such serious differences of interest that the organization may not be able to function unless the parties have a forum in which to discuss differences.

The structure of collegiality encourages the parties to focus on common interests. On campuses where the faculty can no longer ignore differences of interest between the faculty and administration, the faculty may discard collegiality and elect collective bargaining. To do so changes the forum for discussion. Differences of interest, which under the earlier structure were to be ignored, will be given an open airing under the new system. To the uninformed observer, the conflicts may seem to have been created by collective bargaining because the differences were first discussed openly when collective bargaining started. In fact, it is likely that the differences had existed for a long time but were hidden away under the earlier system of relationships.

#### Differences of Interest

What are some of the sources of conflict between faculty and administration? Difference of interest resulting from the different roles they occupy are the major source of conflict. Some of these differences, discussed below, are obvious and direct results of the role differences, and some are more subtle products of differences in assumptions underlying the two different roles.

When one reads the contracts, one discovers that the faculty are one party and the college (or university) is the

other. As colleges are structured, the faculty is not the college; faculty members are employees of the college. The college is the board of control and the administration to whom the board delegates its authority. Simply put, faculty members are employees and administrators are employers or agents of the employers. All the differences of interest attending that role difference anywhere else exist on the campus.

As the employer, the administration works to reduce costs, including staffing costs. As employees, faculty members wish to have higher salaries and greater benefits. Job security is sought by faculty members; flexibility in staffing is sought by administration. Administrators seek to control the work of faculty members to reduce costs, increase efficiency and move the institution in the direction the administration sees as best. Faculty members may have different goals for their work and a different mission in mind for the institution. Differences in goals exist because faculty and administration, although working for the same organization, are actually working in rather different social contexts.

The social context of administrators is first and foremost a location within the hierarchy of a particular organization. Their positions are well-defined with regard to relative status and authority. These differences of authority are attended to, in part, because the structure is

hierarchical but also because the responsibilities are divided up clearly according to the different positions; and the status and authority differences between the positions are relatively well understood. The tasks performed by persons in different positions include making the institution financially sound, advancing the institution both through growth in enrollments and funding, and enhancing the reputation of the institution.

Audiences of administrators include other administrators in positions above and below and, for the upper levels of administration, appointed and elected officials in the state government to whom the administrators are accountable, as well as persons of wealth and influence who may take an interest in the college. Audiences also include the more remote taxpayer and student, in the eyes of whom the administrator wishes to keep a favorable image of the institution. In short, administrators are located in a particular geographical area, surrounded by a hierarchy above and below and are occupied by various sub-divided and integrated tasks related to fiscal accountability, growth, and enhancement of the particular organization.

Faculty members may work in buildings adjacent to those of administrators but often are in very different social worlds. Faculty work within departments and as part of disciplines. The departments are located within the geographical space of the specific college and also within a

discipline. The discipline is part of a world of ideas which is not fixed geographically and may include persons anywhere in the world and persons no longer alive. Members of a discipline have in common that they share a certain body of ideas and therefore have a similar perspective. Protecting and advancing the shared body of ideas are among the responsibilities of persons who share a discipline. The work of members of a discipline includes spreading the work of the discipline through teaching the uninitiated, preparing students for membership within the discipline, debating over sometimes small points of difference of ideas within the discipline, and gaining status through demonstrating mastery of old ideas and creating new ideas within the disciplines. Formal differences in power are few and are not emphasized. The ideal of a community of scholars who are peers discourages recognition of differences in formal authority. Status differences, however, are important.

When decisions must be made about particular actions of the college, administrators and faculty members approach the question from very different perspectives. Faculty members are concerned about the quality and strength of their disciplines and programs. They want a favorable environment for scholarly pursuits. Of course, they are concerned as well with their pay and job security. Administrators worry about the fiscal soundness and reputation of the particular

institution as a whole. The specter of falling enrollments, the possibilities of short funding and demands of legislative committees and state departments are preoccupations of administrators. The different roles and different social contexts of the roles make it sometimes difficult for faculty members and administrators to understand sympathetically one another's positions, let alone come to agreement. Administrators accuse faculty members of failing to see the big picture within which the academic department is a small part; faculty members fear that administrators have lost sight of the purpose of the college and have come to place dollars ahead of education and scholarship.

#### Profession and Bureaucracy

Understanding the different perspectives of the administrator and the faculty member is facilitated by using the ideal. These concepts are consistent with a critical theory approach and are also particularly appropriate tools for analysis of faculty/administrative relationships on college campuses. Critical theory addresses problems arising from unequal distribution of power in capitalist societies. In advanced capitalism the structures of dominance typically are bureaucracies, which are characterized by hierarchial concentrations of power. In contrast, professional organization is based on peer

relationships. Within a profession, power is distributed relatively equally. The internal structures of the bureaucracy and the profession are different, and the ideologies supporting these structures conflict with one another. The co-existence of these two structures and ideologies within the same institution gives rise to conflict and misunderstanding.

This describes the social relationships under consideration in this dissertation. Observers of faculty/administrative relationships frequently use the ideal types of bureaucratic and professional to explain the conflicting perspectives of administrators and of faculty members. In the course of justifying their positions, the informants interviewed in the course of this study made reference to the elements of the ideologies of these two systems of social organization. Faculty members typically mentioned aspects of professional organization, such as authority based upon expertise; and the administrators based their claims to authority on position, which is consistent with a bureaucratic perspective.

In the discussion which follows, the ideal type of bureaucratic and professional systems of social organization will be used to analyze in further detail faculty/administration relationships on college and university campuses.

The social context of the administrator is fundamentally bureaucratic; that of the faculty member is largely professional. These two ideal types are incompatible (Baldrige 1975, pp. 15-17). That colleges share qualities of the two types is both a testimony to human creativity and is part of the explanation for conflict between faculty members and administrators. These models are also useful to explain variations in faculty power from campus to campus. The ideal types are described below and their application to administration/faculty relationship follows.

The most important difference between these two ideal types for understanding campus conflict is their different distributions of power, which are based on different sources of legitimation.

Authority is hierarchical within a bureaucracy (Blau, 1956, p. 29). The greatest power is vested in the top positions. The amount of authority exercised by others diminishes as one descends the hierarchy. With the possible exception of the top and the bottom, everyone is under the authority of someone else and everyone has authority over one or more others. This distribution of authority is commonly explained by its function of reintegrating a task which has been subdivided into a number of separate tasks assigned to different persons. To coordinate a highly divided system of labor, a hierarchy is necessary. The



superior must count on underlings to perform that part of the subdivided task for which the superior is responsible. The underlings, through some system of rewards and punishments, are made accountable to the superior. Correct task performance is insured by supervision. Hierarchical relations permeate task performance. Self-worth is determined in no small part by the assessment of the superior.

Power in a profession, according to the ideal type, is distributed equally among the members of the profession. Peer relations predominate, and superior/subordinate relationships are alien to the idea of a profession. Willing cooperation is secured through influence, which depends upon voluntary compliance rather than authority, in which punishment and/or reward bring about cooperation. Members of a profession share a similar set of ideals and a similar body of knowledge by virtue of lengthy training. The members have assimilated the standards of the profession and can be trusted to perform duties correctly. Censorship of peers is the only necessary and appropriate check. Peers must exercise this influence because no one but members of the profession can judge the actions of the professional (Etzioni 1969, p. 277). Within the ideal type, clients freely seek the services of the professional and may reject these if they wish. The work performed by the professional entails the type of task which cannot be extensively broken

down. It must be handled by one person from beginning to end. Narrow specialization which characterizes the bureaucracy is not appropriate. The professional works with relative autonomy at the task which is not, in an immediate sense, highly integrated with the work of others. The system of relationships among professionals is relatively democratic in contrast to the more authoritarian system of the bureaucracy.

Structure is not the only difference between the bureaucratic and the professional systems. The ideologies underlying the systems are different (Blau 1956, p. 12-13). Within a bureaucracy, one's authority is based upon one's position within the hierarchy. Rights and responsibilities are different for each position. Occupying a position justifies the exercise of authority assigned to that position. In contrast, persons enter a profession by finishing the required training period. Documentation of successful completion gives one formal membership in the group of peers and gives one the right to practice whatever activity the profession claims domain over. Once completion of the training is documented, the professional is a member of the profession typically for life, barring a gross violation of professional ethics. One may gain status within a profession, but that status does not give one an authority over others within the profession nor otherwise fundamentally alter one's position. In this sense,

professional status takes on an ascribed quality once attained (Brown 1982, p. 57).

Hierarchical positions of a bureaucracy differ in this regard. Position change may be expected in the course of one's career. The extent to which one may become entrenched within a position varies among bureaucracies and levels of bureaucracies, but supervision and accountability make bureaucratic statuses generally less secure than those of a profession. This possibility, together with the not uncommon expectation for a number of position changes during one's career, make bureaucratic careers more mobile than professional careers.

Certain social-psychological differences may be expected between the bureaucrat and the professional. Professionals may be susceptible to status uncertainty. Bureaucrats may be inclined to develop characteristics of an authoritarian personality. These are discussed below.

Status is often problematic in a profession. Once professional stature is achieved, status changes afterward are less frequent and are less clearly defined than position changes within a bureaucracy. One's authority does not change within a profession, although one may acquire more influence. The tasks performed typically change little. Furthermore, lacking the constant supervision and requirements for accountability of the bureaucracy, the professional does not receive regular and decisive feedback

on performance from supervisors. This dearth of feedback is also partly the result of two other aspects of a profession. First, the relative autonomy of task performance separates the professional from peers. Secondly client comments may be discredited because clients are not knowledgeable. Since confirmation of self worth depends in part upon evaluations of others, this limited feedback may give rise to uncertainty about self-worth (Faunce 1981, p. 187).

More so than in the profession, in the bureaucracy we may expect to see development of the authoritarian personality (Ewens 1984, pp. 19-55). Where social relations are based on dominance, assurances of self-worth come from superiors. Control over one's own behavior rests with the superior who, through a system of rewards and punishments, exacts the appropriate conduct from the subordinate. In such structures, one's own spontaneous utterances and actions can be dangerous since they may not accord with those expected by the superior; and, therefore, they may result in punishment. Squelching of spontaneity and resultant unauthenticity are required for getting along within an authoritarian system. Shame about one's self, repression and guilt follow. A person in an authoritarian structure comes to see the social world as peopled by two types: inferior underlings and superiors. Democratic relationships among peers are alien, freedom to decide

actions frightening, and domination by those in authority comforting and secure.

The above descriptions of structures, ideologies and social psychological characteristics are ideal types. The extent to which these features describe an actual social system will vary. Within academia, the social systems of the administrators and of the professors are not among the extreme types. However, the administrative social structure does have more of the bureaucratic characteristics than the faculty social system, and the faculty social system has more of the professional features than does the administrative. These social system differences, added to role differences and combined with conditions of scarcity which limit alternatives, all exacerbate conflict within academia.

Among the differences between the ideal types and the actual social structures in academia are: (1) the mixture of the two ideal types of features within one social structure (2) the faculty backgrounds of many of the administrators (3) the traditions of academic freedom and tenure (4) the fact that students are not actually clients of faculty members (5) subdivisions into disciplines of the expertise among faculty members and (6) the routine acceptance of flawed claims to professional stature of faculty members. These are discussed below.

The administrative social system, with its bureaucratic features, and the faculty social system, with its professional features, are part of a single organization. The two systems merge at the level of the department head, or dean. We might expect that point of juncture to be a particularly difficult position. The overall management of the institution is ultimately bureaucratic in that authority to manage is vested in the board of control and delegated to higher administration. The professional system is an undercurrent within the bureaucratic structure. Coordination of the two types is facilitated by the faculty background of many of the administrators. The primary task, teaching, is performed by faculty members within the professional milieu. This gives the organization a professional flavor, if from the bottom up. Professional autonomy of the faculty members is ensured by the tradition of academic freedom (Feller 1977, p. 77). This tradition, which has received some legal support, was not developed to protect faculty members per se, but to insure the free exchange of ideas particularly by the protection of unpopular ideas. This free exchange is believed to be essential to democracy and to progress. Tenure was developed to ensure that academic freedom would prevail. These two traditions, academic freedom and tenure, are important in producing professional features within the ultimately bureaucratic structure of academia.

Another major departure from the ideal types lies in the faculty-student relationship. Faculty members are not hired directly by their clients. Students do not seek out professors, but register for classes within the institution. Money from tuition and the state flows through the hand of the bureaucratic administration to the faculty member in the form of salary paid to an employee of the college. In this sense, the faculty member is clearly part of a bureaucracy and is under the authority of the administration.

Faculties depart from the ideal type of profession in yet another way. The expertise upon which professional prerogatives is based is not shared among a faculty, but among the members of a discipline. Any faculty is composed of many disciplines. In a sense, there are many professions within the faculty. Division into disciplines divides the faculty. The various disciplines may have different perspectives and differences of interest. These differences become obvious in arguments over what should be included in general education requirements or how resources should be dispersed. If the professional's right to make decisions about a particular task should rest with those who are experts about the task, no faculty member can claim the right to make decisions about college-wide issues. At the department level professional expertise gives the faculty members a solid claim to a right to be involved in decisions. Above that level, the claim is weak. For

example, a biologist's claim to the right to decide which composition course should be required of a freshman is not supported by the biologist's expertise within the professional model. This division of expertise among faculty members into disciplines is a departure from the professional model and a source of weakness in the faculty's collegial role.

Another departure from the professional model, which may also be a source of weakness for the faculty, is the routine acceptance of flawed claims to professional stature. Most faculties contain some members who do not have the professional credential of the Ph.D. or comparable doctorate degree. Some faculties are composed of a majority of such people. These flawed credentials are not only found in those technical areas, such as nursing, where "terminal degree" is subject to debate and where doctorates are rare. If professional prerogatives are based on documented completion of the requisite training period, many faculties are not entirely professional. Within the context of the professional ideal type, a faculty's claims to a professional right to be involved in decision-making is flawed to the extent that the faculty is composed of such persons.

With these above variations from the ideal types of professional and bureaucratic in mind, we can apply these concepts to the academic workplace in order to explain



variations among faculties at different institutions in the amount of control they have over their work. The next task is to look for the characteristics of professional or bureaucratic structure which are expected to influence the extent to which a faculty will present claims to have power and the extent to which administrators honor those claims.

Among the characteristics of professional structure which might lead a faculty to make claims to authority or lend credence to those claims, professional stature would be most important. As mentioned above, many faculties include a number of members who do not have the credentials of the Ph.D. or equivalent doctorate. Within the professional model, the more extensive these flawed credentials are among a faculty the less often the faculty would be expected to seek control or be granted control. One of the hypotheses examined in this study is the extent to which possession of professional credentials is associated with possession of power.

Professional stature is primarily dependent upon documentation of having completed the required training. Other factors may influence professional standing as well. Part of the responsibility of members of a profession includes guardianship over a body of knowledge and training and certifying new members for the profession. In academia these take the forms of publication and training of graduate students. The extent to which faculty members are involved

in publication and training of graduates is a possible measure of the extent to which that faculty is fully professional. Although possession of a Ph.D. is a primary indication of professional stature, such factors as publication may be more important where the possession of the Ph.D. is taken for granted and differentiations must be based on some other characteristics of a faculty or faculty member (Blumberg 1979, pp. 51-52).

A number of studies have been made of these factors. However, many of these studies of power and professional stature are attitude studies, which do not reveal the actual exercise of power but tell of expectations. Commonly such studies measure prestige of an institution, but do not separate the three aspects of professional stature mentioned above: possession of the Ph.D., publication, and involvement in graduate training. If prestige of institution may be assumed to be a rough measure of professional standing as defined above, there is some evidence that greater faculty power characterizes faculties which have greater professional stature.

In his national study of faculty and administrative attitudes done in the late 1960's, Blau (1973, pp. 251-280) found that prestige and, to a lesser extent, size of institution were associated with perceived faculty influence in governance. Perceived faculty influence in both

educational decisions and faculty appointments were greater at more prestigious institutions.

Baldrige and Kemmerer (1975, p. 198) used data from national surveys of faculty, presidents, and union chairpersons to analyze the causes and consequences of unionization. Their conclusions are that disenfranchised faculty, at the less prestigious institutions and with little role in governance, will unionize to gain some voice and will effectively gain power. At the most prestigious institutions, perceived faculty influence in governance was greatest and pro-union sentiment less frequent among faculty.

The association of high prestige, perceived high power and fewer pro-union sentiments might indicate that where faculty members enjoy sufficient exercise of power under the traditional collegial structures, they do not turn to unionism, as suggested earlier in this paper. This same pattern has been found in studies of attitudes among members of a faculty. In comparing attitudes of elite faculty members with attitudes of lower status members of the same faculties, Lipset (1982, pp. 151-154) found the top-most elite held relatively liberal or even left-wing attitudes about issues of wide societal concern. This same elite was relatively conservative in response to questions about its own institutions and was opposed to faculty unionization more often than the non-elite among faculty members.

Baldrige and Kemmerer (1975, p. 61) found a similar negative relationship between faculty member's high rank and less frequent expression of pro-union sentiments.

Faculty at the less prestigious institutions turn to collective bargaining more frequently than to those at the most prestigious institutions (Carnegie Council 1977, p. 25). One might wonder why a faculty with many members lacking the credential Ph.D. degree would pursue power at all, through collective bargaining or otherwise. They do, and not only over issues such as pay and job security; but they also seek involvement in shared governance in contract negotiation. It may be that given the limited possibilities for feedback for faculty members, especially at the institutions where most faculty members do not have a Ph.D. degree and therefore do not often publish, faculty members may define themselves through identity with the discipline as a whole (Morreale 1972, p. 43). They may see themselves as part of the same community of scholars as persons who occupy posts in the more prestigious institutions. With elevated expectations for involvement in shared governance, faculties at the less prestigious institutions might not accept the limited involvement the administrations of their institutions are willing to grant, which may be based on the faculty members' low status. Such a faculty might turn to collective bargaining when the collegial system fails to provide the involvement they believe is their due.

Studies of faculty power which examine other than attitudes are limited. Two exceptions are rather extensive studies comparing faculty power in collectively bargained contracts at a number of institutions which examine the influence of prestige of institution.

In one of these the researcher, Johnstone (1981) completed a study of virtually all collectively bargained agreements in place at four-year colleges and universities in 1979. He found that a number of working conditions and association rights vary with prestige, but he did not examine the association between prestige and power in crucial governance areas.

The other, Chandler and Julius (1979) analyzed the content of two-thirds of the higher education faculty contracts in place in 1979. Within the subset of the four-year colleges and universities, they found that type of institution was associated with strength of faculty rights in some areas, but not in others. Specifically, faculty at the prestigious research-doctoral institutions, when compared with the comprehensive and specialized colleges, were more likely to have a weaker role in long-range planning and in appointments, but a stronger role in tenure. No differences were significant in this comparison with regard to strength of faculty rights in promotions, retrenchment nor nonrenewal. This same study found that when a faculty enjoyed extensive power in one area they

tended to have high power in other areas (Chandler and Julius 1979, p. 69). The mixed results of this study may be a consequence of factors other than professional stature which influence faculty power. Another possibility is that the categorization by prestige of institutions may not be a good measure of the professional stature of a faculty.

In my study, professional stature will be measured in two alternative ways: (1) the stature of the type of institution, as in the above study, and also (2) the percentage of faculty members holding the Ph.D. or similar degree. The latter is closer in keeping the theoretical definition of a profession and for this reason should be a better measure.

Variations in professional stature have been discussed above as part of the explanation for variations in faculty power among the faculties of different colleges and universities. Alternate explanations will also be examined in this study. These are drawn from the bureaucratic model. If such colleges and universities have both professional and bureaucratic qualities, the factors which might influence the bureaucratic aspects must also be examined. A faculty makes claims to the right to share in governance as professionals. Although, the administration may evaluate those claims on the basis of professional stature of the faculty, the administration must also take into consideration conditions which bear upon their authority

within the bureaucratic structure. These bureaucratic responsibilities include responsibility for the fiscal soundness of the institution and its growth and reputation.

A number of factors may be important for meeting these responsibilities of administrators' bureaucratic roles. These factors may influence the readiness with which the administration grants the faculty the power the faculty wants. Such factors which will be examined in this study include four which influence fiscal and related staffing considerations: enrollment growth, experience of layoff or reduction of faculty, the student/faculty ratio, and the percentage of the faculty who are tenured. It is expected that high enrollment growth, absence of layoff and reduction experience, a high student/faculty ratio, and a low percentage of faculty tenured are all conditions under which an administration would not be fearful of losing flexibility to make decisions by granting a faculty greater involvement in shared governance.

Such benevolent conditions might encourage a faculty to seek greater involvement. The high student/faculty ratio may be perceived by faculty members as overwork in the form of too many students or too many courses. Overwork can cause discontentment which may lead to seeking greater involvement in decision-making.

Where a low percentage of faculty members are tenured, it is likely that there are a number of relatively young

faculty members who have only recently left the university from which they secured their advanced degree. Such faculty members may compare the stature and involvement in shared governance of the institution where they studied with that which employs them. In such a comparison, the employing institution is likely to come out the worse. The faculty with a low percentage of tenured faculty members may, for this reason, contain many who have relatively high expectations for involvement in shared governance. At such an institution, the administration may be willing to meet some of these expectations because the probationary status of many of the faculty members gives the administration latitude to shift personnel, latitude which is lacking where a faculty is mostly tenured.

Size has been found to be a factor in some studies. Large size, like high prestige, was associated with perceptions of high faculty power in at least one attitude study (Chandler and Julius 1979, p. 279). In my study, it is predicted that large size will be associated with greater faculty power for two reasons. First, higher level administrators may delegate more authority in the larger institution, and some of the authority may be delegated to the faculty. Second, large size is somewhat associated with the stature of the type of institution. For example, research and doctoral-granting universities typically are both larger and have more prestige than do state colleges.



A final set of factors which might influence whether or not an administration grants power to a faculty is the relative power or militancy of the faculty union. Three measures of union strength will be used: strikes, length of time the faculty have been organized and the status of the organization with which the faculty union is affiliated. It is predicted that the more strikes, the longer organized, and the higher the status of the affiliate, the more success a faculty will have in securing power in contract negotiation.

These factors of bureaucratic responsibilities, size, and union militancy will be examined as possible alternate explanations for variations in faculty power to the primary explanation being examined here, professional stature of the faculty. Consideration of these alternative factors may help assess the usefulness of the professional model for analysis of campus relations.

#### Summary

This study will attempt to answer two questions.

- (1) Have faculties gained power since the onset of collective bargaining on the campus?
- (2) Does professional stature of faculties explain variation in their power, or do other characteristics of the institution or of the

faculty provide more adequate explanations for variations in faculty power?

With regard to the first question, it is predicted that faculties will generally gain power under collective bargaining. Whether or not faculties have gained power since the onset of collective bargaining is of particular interest to faculties who are organized for collective bargaining and the administrators at their institutions. Such persons may wish to know what changes to expect in the balance of power between the administration and the faculty and may wish to compare the results of faculty efforts to gain power on their campuses with that of other organized faculties. For faculties who are trying to decide whether or not collective bargaining will help them gain power, this study will be of little or no assistance because no comparison is being made or suggested between faculties who are organized and those who are not organized for collective bargaining.

The second question looks at possible reasons that some faculties enjoy more power than do others. The models of professional and of bureaucratic structures have been used to locate qualities of faculties or institutions which might explain this variation. This study will examine two factors associated with the professional stature of the faculty: the percentage of the faculty who have a Ph.D. or equivalent degree and the stature of the type of institution employing

the faculty. Both factors are expected to be associated positively with high faculty power.

Alternative explanations for variations in faculty power will be examined as well. Because institutions of higher education have both professional and bureaucratic elements in their structures, factors which might influence bureaucratic structures will be considered as alternative explanations to those which are derived from the professional model. Within the bureaucratic division of tasks and authority, the administration is given primary responsibility for the overall management of the institution and the authority to meet that responsibility. Growth, fiscal soundness, and reputation of the institution are among the concerns of administrations. Factors which influence meeting these responsibilities include: enrollment growth, student/faculty ratio, layoff or reduction experiences, percentage of faculty tenured and size of institution. It is predicted that where these factors threaten to reduce the flexibility or latitude of actions possible for the administration in exercising authority to meet the responsibilities, the administration will be unwilling to grant power to the faculty and faculty power will be less. Where such factors do not so limit an administration, it will be less resistant to a faculty's attempts to gain power, and the faculty will have greater power.

In the process of negotiation, as the two parties present their sometimes conflicting claims to authority based perhaps on ideologies drawn from the two different models the militancy of the union itself may be a factor in the outcome of the bargaining process. This factor is also examined.

It is predicted that the amount of power a particular faculty enjoys is the result of variations in both the bureaucratic and the professional aspects of the structure of higher educational institutions, as well as union militancy.

## Chapter 2

### METHODS

#### The Question

There are two questions underlying this study. First, do faculties generally gain power through collective bargaining after signing the first contract? Second, does professional stature explain variations in faculty power under collective bargaining?

In order to answer the first question, a measurement must be made of the power a faculty initially has under collective bargaining and how much it has after having been organized for a period of time. The two--initial power and later power--can be compared, and some assessment made of whether or not faculty gain power. It is also possible to examine variations in change of types of power and by contract area.

The second question asks if current faculty power is greater on campuses where the faculty has greater professional stature. Here an assessment must be made of the power each faculty has in several key decision-making areas. Where a faculty enjoys high power it is expected that the faculty will be characterized by greater professional stature.

Competing explanations for variations in faculty power will also be examined. As discussed above, these competing explanations, or intervening variables, include: size of institution, student/faculty ratio, percentage of faculty experience with union organization, militancy of the union and stature of the union affiliate.

An assessment will be made of the extent to which any of these factors to provide a more persuasive explanation for variation in faculty power than does professional stature.

In the following sections, the general methods used in this study are explained, the specific measures are described, and the hypotheses and methods of testing them are given.

### General Approach

#### Institutions Examined

The reasons for restricting the sample to public, four-year colleges and universities are three.

First, institutions within one state were selected because state law determines procedures for collective bargaining by public employees. Laws vary from state to state. Limiting the sample to institutions within one state eliminates possible influence of legal variation upon faculty power. Second, private colleges and universities

were excluded for similar reasons. Collective bargaining at private institutions is regulated by federal law. Excluding private institutions eliminates another source of legal variation.

Third, two-year colleges were excluded. If both four- and two-year institutions were included, the differences in financing and governance of two types of institutions would add a possible source of influence upon faculty power. Of the two types of institutions, four-year are less likely to differ from one another on the basis of local or regional idiosyncrasies because their financial and governance structures are more directly under state authority. For this reason, only four-year institutions were included.

Michigan was selected for a number of reasons, among which are the personal reasons of my familiarity and my interest and geographical convenience. There are other factors which make Michigan a good choice for this study. The relative autonomy of Michigan's colleges and universities allows for greater variation in decision-making structures among the institutions. Contract bargaining on each campus is formally independent of bargaining on every other campus. This independence allows structural characteristics of the institution's greater freedom to exert whatever influence they may upon contractual faculty power. Such an analysis would not be possible in a state

with a centralized educational system, where a single contract covers a number of campuses. In addition to the advantageous structure of higher education, Michigan has a long history of collective bargaining in education and in industry. This makes possible examination of change in contractual faculty power over a long period of time.

Because this study examines collective bargaining, I am restricted to those institutions with unionized faculties. These are nine of the state's fifteen public four-year colleges and universities. The nine institutions included in this study are:

Central Michigan University  
Eastern Michigan University  
Ferris State College  
Lake Superior State College  
Northern Michigan University  
Oakland University  
Saginaw Valley State College  
Western Michigan University  
Wayne State University

#### Documentary Method

The primary method used to secure data is documentary research. Interviews were used as a double-check. In the first phase of the research, the documentary phase, faculty power was measured through examination of the collectively bargained contracts between colleges and



universities and faculty associations. To measure change in power or rights which have occurred since the onset of collective bargaining on each campus, the original contract and the current contract were compared. A careful, word-by-word comparison was made of each entire contract. Every change in wording was recorded. Then an assessment was made of each to determine if any possible change of power or rights might be implied. At this stage of the study I followed the rule of being overly inclusive to avoid the error of excluding any possible change. In the second phase of the study, the interviews, all recorded changes in power or rights were discussed with informants on each respective campus. In this second phase, an item was included as a change in power or rights only if there was agreement between two or more of the three union informants. The second phase is discussed below under the heading, "Interviews".

The contracts describe the legally-enforceable understandings reached by the two parties covering all aspects of work and organization of work which are not managerial prerogatives retained by the College. Within the context of the contract, the terms "college" and "faculty" depart somewhat from their conventional meanings. "College" or "university" legally means the board of control or the board of governors, which delegates management responsibilities to the president, who further delegates

authority to other administrators. Because of their role in exercising authority for the board, the term "administration" is sometimes used when referring to one of the two parties to the contract. Legally, the faculty is not the College; in fact, the faculty is in an adversarial relationship to the college. Depending upon the context of its use, the term "faculty" may not mean the whole faculty. All members of the faculty are party to the contract in that all are granted rights and protection under the contract, but all faculty members do not necessarily agree with the contract. Excluded in this second sense are those faculty members who are not among the majority necessary to ratify a contract as well as the faculty members who are not members of the union and who have, therefore, no formal involvement in securing the contract. In this study, for simplicity the parties are called "faculty" and "administration". It is understood that the reader is aware of the more precise definitions given above.

Collectively bargained contracts provide a relatively valid and reliable source of information about the distribution of power between the administration and faculty because the provisions of the contract are mutually agreed upon by both parties and are legally enforceable. Given the nature of the commitment entailed in signing the contract, members of the negotiation teams generally discuss and debate the items, sometimes at great length, and usually use

relatively precise language and cover various contingencies which might arise. Because most provisions have implications for matters of importance to the parties, such as working conditions, terms of employment, authority over work and finances of the institution; it is expected that violation will hurt the interests of one or another of the parties and will lead to a grievance or some form of complaint. Consequently the parties must generally assume while negotiating that the contract produced will describe their actual relationship.

Contracts between faculties and administrations in higher education probably describe day-to-day relationships between the parties more accurately than contracts bargained elsewhere. In higher education, the tradition of faculty involvement in institutional decision-making leads to contracts which range over many more topics than covered in contracts elsewhere and more topics than are clearly and simply wages, hours and terms and conditions of employment.

Contracts do, however, have limitations as sources of data about actual behavior, even in higher education. Sometimes a provision is discovered by both parties to have been an error, and the two parties cooperate in violating the contract. Sometimes an action taken against a particular faculty member in violation of the contract does not lead to a grievance because the faculty member did not read the contract. These and other circumstances may cause

discrepancy between what occurs and what should occur according to the contract. For this reason the documentary method is supplemented by interviews with both parties to the agreements.

A more detailed description of the conceptual categories and steps followed in analyzing power through the contracts is given under the section below which describes measurements of power.

### Interviews

On each of the campuses representatives of the administration and of the union were interviewed for the purpose of checking up on the correspondence between practice and contract provisions and also to confirm that changes in the contracts had been categorized correctly in the documentary phase of the study. The steps used in this stage of the study are described more fully below in the section on methods of measurement of power.

These persons interviewed are referred to as "informants". They were not selected as representative members of the two parties but because they are more informed than the typical administrator or faculty member about the contract provisions, implications and practices on campus.

Measurement of VariablesPower

General concept of power. Here power is defined as control over work and workplace as described in the collectively bargained contracts. Control over the work of faculty members includes the immediate aspects of classroom and research work, such as deciding the content and time of course offerings. Control over work also entails involvement in departmental and institution-wide decisions, such as what programs shall be offered, who shall be hired and how faculty members shall be evaluated. Such decisions impinge directly or indirectly upon a faculty member's work. Thus defined, power includes rights to exercise control over one's own activities as well as to have influence and also authority over the actions of others. Excluded, using this definition, are pay and fringe benefits. Included, however, are changes in authority or influence over pay. For example, an increase in the amount of merit pay is not considered a change in power. However, a shift in the authority to determine which faculty members receive merit pay from the deans to a committee of faculty members is defined as a change in power, specifically an increase in the power of the faculty.

Power is further defined by specific operations used in this study and is categorized in four different ways.

Described below are the categories and then the specific operations.

Of every change in power, four questions are asked.

- (1) What type of power is it?
- (2) Is it a faculty gain or faculty loss?
- (3) Is it of major or minor significance?
- (4) In what area of campus decision-making does it lie?

The procedures used to answer these questions are given in the following discussion.

Type of power refers to which party is involved. Power may be gained or lost in each of the three different types discussed below. (1) Collective faculty power is the influence or, less commonly the authority, of faculty committees to make particular decisions. Faculty committees may be the faculty as a whole, a department, or a committee composed, all or in part, of faculty members who are appointed or elected. Changes in collective faculty power include increases which expand the latitude of areas in which decisions may be made by such committees or decreases which reduce the same. Changes in collective faculty power also include changes in the composition of the committees. As the proportion of members of such a committee who are faculty members increases, faculty power increases. The method of selection of members of such committees is also subject to changes in power. When such changes increase

faculty involvement in selecting members, faculty power is increased. An example of increased faculty power is a change from administrative appointment of members to election of members by the faculty or appointment by elected representatives of the faculty.

(2) Individual rights refers to the contractually given control a faculty member has over that member's own actions, as in deciding what materials to use to document effective teaching in evaluation of the member's performance.

Adding to or extending such rights increases faculty power. Removing from the contract or reducing these rights reduces faculty power.

(3) Administrative authority is the right of the college's various administrative officers to make decisions which affect the work of faculty members, such as deciding who will be granted tenure and what programs will be expanded.

When changes in wording of the contract reduce alternatives for the administration, faculty power is increased. When administrative alternatives are increased, faculty power is reduced.

Without a contract, the college ultimately has the authority to make all decisions about the work of faculty members and the organization of the workplace, so long as the administration acts within the law. For this reason,

where contracts mention administrative authority, it is usually in the course of describing limitations on the authority the administration would have without the contract. The only exceptions to this general rule lie in "Management Rights" sections of some contracts, wherein the parties are reminded that the administration retains the authority to make all decisions not abridged elsewhere in the contract.

The question may be raised: How do changes in administrative authority have implications for faculty power? To answer this question, it is useful to look at two general ways in which a faculty may use a contract to have influence over campus decisions. A faculty and administration may either (1) come to agreement on a specific issue at the time of the negotiation of the contract or may (2) set up procedures by which the two parties may, at a later time, discuss and come to agreement about a specific issue. In the case of conditions under which layoff may occur, for example, the faculty and administration may decide in the process of contract negotiation that only a demonstrated financial exigency will be grounds for laying off faculty members. In this case, the parties have, while negotiating the contract, decided a particular issue. However, the parties may not want to settle this issue during negotiation but may wish to wait until some specific problem arises which requires a



decision. In this case, procedures may be put into the contract which require that the administration notify the faculty of any intended layoffs and secure and consider any recommendations the faculty may make on the matter. In the first case, the administration's latitude of authority is circumscribed by contractual specification of the conditions under which the layoff may occur. In this case the faculty have exercised influence in the process of negotiation of the contract. In the second case, the faculty reserve the right to be involved in the process of making a decision at some future time by putting provisions in the contract that require the administration to involve the faculty. This latter method of exercising power follows the collegial model of campus decision-making. The former method, which describes particular contractual limitations on the range of actions allowed the administration, is more in keeping with the collective bargaining model of decision-making. Both methods allow the faculty to exercise authority. The first method is categorized in this study as "restricting administrative authority". The second is categorized as "expanding collective faculty power". Both are categorized as increases in faculty power. In both categories, change may be in the opposite direction. Faculty power may be decreased by changes which either increase administrative authority or reduce collective faculty power.

In summary, all changes which increase collective faculty power, increase individual faculty member's rights or reduce administrative authority are defined as gains in faculty power. Changes which reduce collective faculty power, decrease individual faculty member's rights or increase administrative authority are defined as decreases in faculty power.

It is possible for a change in contract wording to have implications for two or three of these types of power. In deciding in which category to place a change, the following rule is used. First, the change is categorized according to whichever party's choices are most explicitly altered. For example, an original contract may give no limitations to the basis upon which administrative officers may evaluate non-tenured faculty members. If the current contract specifies that teaching effectiveness, based on student evaluations, is the primary consideration in such evaluations; the administration's authority is limited by this change. Clearly the change also has implications for the actions and decisions of the faculty member being evaluated. But the contract describes limitations on administrative actions and, therefore, is categorized as a decrease in administrative authority.

In categorizing changes where two parties' actions are both explicitly stated, a second rule is applied: such changes will be categorized first as changes in collective

faculty power if that is involved, or first as individual rights if both individual faculty member's rights and administrative authority are involved. This rule arbitrarily inflates the proportion of changes categorized as changes in collective faculty power and arbitrarily reduces the changes categorized as administrative authority changes, but this rule does not have any effect upon the major variable under consideration here, the proportion of changes which are faculty gains. Whether a change is categorized as a loss of administrative authority, for example, or a gain in individual faculty member's rights, it is a faculty gain.

#### Significance of Change in Power

All changes in power are not of equal significance. Changes in procedures which seldom, if ever, are used have less impact on the institution and the individuals within the institution than do changes in policies which are used routinely. Similarly, some changes shift power only a little, as in the change in composition of a collegial committee from sixty percent to seventy percent faculty membership. That some changes are more significant than others is recognized by categorizing changes as minor or major on the basis of an assessment of the extensiveness of their impact and frequency of their use. Changes categorized as major are weighted by a factor of "two" and minor changes, are weighted "one".

In assessing the significance of changes in collective faculty power, faculty power in any particular area was seen as lying somewhere on a continuum, the extremes of which are no formal involvement of the faculty at all and, on the other end, decisive faculty authority to make a particular type of decision. Between these extremes, in order of increasing faculty power, are: individual faculty members' advice to administration, a voted advisory faculty recommendation to the administration, a voted faculty recommendation which "shall be given great weight", shared authority between the faculty and administration such that any action requires the consent of both. In determining whether a change in collective faculty power warranted categorization as major or minor, the extent to which the change moved power along this continuum was considered. Change from "no involvement" to "decisive authority" is of greater magnitude than change from "individual faculty advice" to "a voted faculty advisory recommendation".

The concept of latitude of action was also used in assessing whether or not a change in power should be considered minor or major. If the party involved were afforded only a small increase in possible actions allowed by a change, the change would be of less significance than if the party were allowed a much wider range of possible actions.

In all decisions to categorize a change as minor or major, impact and frequency of application of the procedure were considered. The rule was followed of categorizing borderline changes as minor rather than major.

A check on my judgement about the significance of changes was made by asking both faculty and administration informants whether the changes were of major or minor significance. The procedures for this are discussed below under the heading of "Specific operations for measuring power changes".

Since every change is described in the case histories which are in the Appendix, the reader may see how each change is categorized and may make a different assessment if desired. The lengthy descriptions of changes in the case histories of each institution are given here because standardized methods for measuring power changes in this type of research have not been developed.

Area of power. Data are organized here as they typically appear in the contracts under headings commonly used in the contracts. Every change of wording between the original and current contracts was examined and, if the change had implications for power or rights, was included as datum in this study. The headings used in this study and types of changes included under each are listed below.

Association rights include all changes to do with union organization. Agency shop additions are included here as well as changes in definitions of the bargaining unit and restrictions on management actions with regard to the union.

Management rights refer to changes in the section set aside for affirmations and listings of rights retained by the administration. Some contracts do not have this section. In a sense, it is not necessary because management retains all rights and authority due it which are not expressly limited by the contract.

Employment decisions covers all changes of power in making initial appointments, reappointments, promotion, tenure, evaluation, discipline, discharge, layoff, recall, retirement, affirmative action, personnel files and appointment and review of department heads. Changes in departmental policy statements are included here where the major part of such statements is to provide procedures for departmental recommendations for faculty promotion, etc.

Working conditions cover changes in procedures for assignments and work loads, leaves, the determination of the calendar, determination of salary, decisions about use of resources and restrictions on outside work.

Educational policies includes procedures for changing curricula and academic standards for students.

Grievance procedures covers changes in arbitration as well as grievance procedure.

Specific operations for measuring power changes.

The above categories are used for classifying each change in power. The following chronology describes operations used in categorizing power changes including the comparisons of original and current contracts, interviews with administrative and union persons on each campus, reading publications about specific contract-related events on the campuses and comparisons for consistency in categorization of changes across the nine institutions. Each step is described below.

For every institution a comparison was made of the original contract and the current contract at the

time of the study, December of 1983. A careful, word-by-word reading of the contracts and letters of understanding which amend the contracts produced a listing of changes in wording. The rule used was to include any change which might possibly be a shift in power. Next, an assessment was made of each change, and each was categorized as either "no change of power" or as a change of power within the categories given above. Again, to avoid exclusion of possible power changes, I was overly-inclusive in doubtful cases.

Available published material referring to contract-related events on the campuses under study was used at this time and included dissertations, newspapers, scholarly publications and abstracts of arbitrations. These published materials are used primarily to understand the causes and implications of specific changes.

The next step was to interview persons on each campus. One or more interview of each of two hours or more, was conducted two to three days. Interviews were structured by the list of power changes produced in the documentary stage of the research. Faculty and administrative persons on the various campuses typically remarked that my comparison of contracts gave me accurate and thorough knowledge of their labor



relations experiences. Their observation increased my confidence in the validity of the data produced by the documentary method being used.

Persons interviewed on each campus included at least one administrative official and two to six faculty members. Typically one administrative person has responsibility for handling the administration of the contract and responding to requests for information such as mine. Their titles are usually "academic vice president" or "director of labor relations" or the like, but include others such as "director of human resources". These persons were helpful and well-informed about detailed aspects of the contracts and the histories of various grievances, arbitrations or other disputes which had given rise to contract changes. Their attitudes vary. Most appear to be comfortable with the union and describe the college and faculty as working together to solve mutual problems through collective bargaining. A few appear to see collective bargaining as a personal threat and express bitterness toward the union, state beliefs that the union has eroded previously pleasant relationships and describe issues as confrontations resulting in winners and losers. The persons administering the contracts for the colleges had generally not occupied their offices for more than a

few years and, in one case, the administrator was recruited from the ranks of the union leadership on campus.

Persons interviewed from among faculty members were union activists such as officers and negotiation team members, and, on some campuses, members of senates and department chairs. Two to five union activists were interviewed about power changes on each campus. Typically they were interviewed with two or more present and seemed to collectively possess the history of collective bargaining on the campuses. Often one was more informed on a particular issue than the other activist(s). Most had been active in the union from the beginning of collective bargaining, typically having occupied a variety of roles through the years. The union activists interviewed spoke as persons committed to a long-term struggle and typically were optimistic and only occasionally grim in the discussion of particular changes. Some described their administration as generally reasonable, and others described theirs as difficult and unresponsive and authoritarian. Their manner of describing collective bargaining implied that they view it as a change agent in a struggle of wills with ideological implications. The more removed posture of the cool, professional seen in some administrative

officers was not present in the demeanor of the union persons interviewed. Apparent attitude differences may be, in part, the result of difference in position. The union activists are volunteers and can easily become inactive if interest wanes or bitterness develops. In contrast, administrative persons interviewed are professional managers hired to do the collective bargaining work. Their work does not require an ideological commitment. Furthermore, they may become "caught" in their positions, continuing for remuneration without enjoying any intrinsic pleasure in the activity.

Additional faculty members were interviewed on some campuses. Senate officers were interviewed where a senate has a major role in decision-making, and department chairs where department chairs are members of the bargaining unit. These were included to better understand the relationships between the contract and the senate or department structure.

The primary purpose of the interviews was to check the data produced through the documentary research. Interviews with administrative personnel and union activists were structured by the list of power changes. The changes listed were discussed one-by-one and the interviewees were asked if these were, in fact, changes in power. They were asked the

consequences of the changes for control and decision-making in order to determine if changes categorized as faculty gains or losses were so regarded by the interviewees. They were also asked about events which led up to the changes. The agreement among the administrative and union persons and myself was quite close. In only a few cases was it necessary to apply the rule that agreement of two of the three is necessary to define a change of wording as a change in power.

One might anticipate that both the administration and union informants would claim a particular change as a power gain for themselves. This was not the case. The two parties almost always agreed on the direction of change. However, they did sometimes disagree on the implications of a change. An administrative officer might, for example, explain that a change adding the requirement that the administration consult with the faculty in the course of making some decision is simply formalizing what had been standard practice. The faculty informants might disagree, pointing out that although the administration typically consulted with the faculty, it violated this informal practice when crucial and controversial questions were at issue. In changes where the administration was given expanded authority,

as in being allowed to give merit or other discretionary raises, union activists might explain that this would back-fire on the administration in that they would hurt or anger more faculty members than they pleased and thus strengthen the union. In some cases, both parties agreed that a particular change was to the advantage of one of the parties. In some cases both parties recognized a change as placing responsibility and power in the right place. Changes often had a history of revision over more than two contracts. Some issues were not resolved yet in the minds of both parties. In some cases the parties regarded changes as part of on-going experimentation for the purpose of problem-solving.

While on the various campuses, I examined further documents explaining contract changes; including arbitration awards, faculty newsletters, student newspapers, clippings from local newspapers and senate constitutions and bylaws.

Following the interviews, those changes listed through the comparison of the contracts were retained as changes which the administration, union activists and I agreed were actually major or minor gains or losses; or, in a few cases, which two of the three of us agreed were changes of minor or of major consequence.

In comparing institutions on the basis of faculty gains in contracts, the overall (weighted) percentage of changes which were faculty gains was the figure used to rank institutions. This percentage was also used in determining whether or not faculties typically gain power.

Current power. This study addresses two questions: (1) Do faculties generally gain power through collective bargaining after signing the first contract? (2) Does professional stature of the faculty explain variations in faculty power under collective bargaining? The above description of measurement of power explains how power was defined in answering the first question. For the second question, power was measured by examining the current (December, 1983) contracts of the nine institutions in key decision-making areas: evaluation of faculty member department head selection and review, tenure decisions, layoff and recall decisions, educational policy decisions, existence of a senate, and agency shop. These areas were selected using the following criteria. (1) The area is commonly regarded as an important decision-making area. (2) The area is often controversial and likely to vary among campuses. (3) The area includes decisions which are central to the concept of professional work. Discussion of the

application of these criteria to each area follows in "Findings: Part II" under each area's heading, "Department Head", "Evaluation", etc.

Within each area, institutions are rated according to the amount of power the faculty has under contract provisions. The institutions are then ranked in each area according to their ratings. Depending upon the type of power being measured, the categories used in rating may be as few as two or as many as nine. The precise method for rating faculty power in each area is given in each discussion of that area in the section "Findings II: Faculty Power and Professional Stature and Institutional Factors".

#### Professional Stature of the Faculty

In academia the claim to professional stature rests primarily upon the possession of an esoteric body of knowledge acquired through long study and documented by possession of the Ph.D. or other doctorate degree. This is used as the primary measure of professional stature of the faculty in this study. The percentage of faculty members possessing a doctorate is used to determine the rank order among the institutions according to professional stature. This percentage was secured in my interview with the administrative person responsible for administering

the contract on each campus. Percentages among the nine institutions vary from 30% to 90% and have an average of 62%. Table 1 shows the percentage of faculty members with the Ph.D. or equivalent degree on each campus.

A second alternative definition of professional stature of the faculty used here is the stature of the type of institution for which the faculty works. This measure is included to take into account a second aspect of the conceptual definition of "profession". A profession trains and certifies its own new members and produces its own body of knowledge. At those institutions where the faculty is involved more extensively in this process, the faculty fits the professional ideal type more than at institutions where the faculty has little involvement in these activities. The three categories of institution used here are those listed under "type of institution" in Table 1.



Table 1. Professional Stature of the Faculty

Institution	Percentage of Ph.D. Holding Faculty	Average Percent Ph.D.'s by Type
State College		47%
Ferris State College	30%	
Lake Superior State College	31%	
Saginaw Valley State College	80%	
Regional State University		67%
Northern Michigan University	55%	
Eastern Michigan University	57%	
Western Michigan University	64%	
Central Michigan University	69%	
Oakland University	90%	
Major Research University		85%
Wayne State University	85%	

The correspondence between these two measures is discussed in "Summary of Findings II" under the heading Faculty Power and Professional Stature.

### Size

Among the variables which have been proposed as explanations for differences in decision-making structure of institutions is variation in size. Here size is measured as the number of full-time equated faculty members employed by the institution. The figures for the number of faculty members at each institution in the 1983-84 academic year were secured through correspondence with Michigan Higher Education Services of the Michigan Department of Education, Lansing, Michigan. Faculty size varied from 95 to 774 members and averaged 438. Institutions are ranked according to size.

### Student/Faculty Ratio

Another variable which provides an alternative explanation for power variation is the student/faculty ratio on a campus. These data were calculated using the figures of full-time equated faculty members and full-time equated students from the above given source, the Michigan Higher Education Services. These ranged from 21 to 32 students per faculty member and averaged 26. The institutions are ranked according to the student/faculty ratio.

### Percentage of the Faculty Tenured

The extent to which a faculty is tenured may be a factor in determining the amount of power secured in collective bargaining. During interviews, the college official in charge of administering the contract was asked for this figure. These ranged from a low of 60% to a high of 82%. Typically 72% of the full-time faculty were tenured. The institutions are ranked according to the percentage of their faculty members who are tenured.

### Layoff or Reduction Experience

Among the characteristics of the institution which might influence the distribution of power between the faculty and administration is the institution's financial soundness. There are a number of possible measures of this. Used here are two: extent of layoff/reduction experience and enrollment changes. To measure the former, interviewees from the administration and the college were asked what layoff or reduction experiences had occurred for the faculty since the faculty has been unionized. Causes, consequences and numbers of faculty members involved were sought. Institutions are ranked according to the amount of faculty members involved initially and the extent to which the causes given were related to financial problems of the institution. Five categories of experience emerged ranging from that of no layoff or reduction experience at all to

that of layoff or non-reappointment notification of 19 or more faculty members on the basis of financial problems.

### Enrollment

Another characteristic of institutions associated with financial soundness of the institutions is change in enrollment of students. Using figures of full-time equated enrollment from the Michigan Higher Education Services, annual rates of enrollment change were calculated for the period of 1971-1983 for each institution. The average annual rate of change for this period was then calculated for each institution and the institutions were ranked according to this average annual rate. These rates vary from an average of 1.4% decline per year to an average of 7.7% increase per year and averaged an annual rate of 1.4% increase.

### Characteristics of Union

Various characteristics of the union organization may influence success in bargaining. Three are examined here: status of agent, number of years the faculty has been organized and the number of days the faculty has been out on strike. These measures should capture the influence of the affiliate, extent of experience with bargaining and militancy.

Stature of agent. The institutions examined here are affiliated with either the American Association of University Professors (A.A.U.P.) or the National Education Association which is part of the Michigan Education Association (M.E.A.). The A.A.U.P. was an association of professors prior to the advent of collective bargaining on campuses. It is an affiliate exclusively for faculties of colleges and universities. The M.E.A. was created for the purpose of collective bargaining. Most of the members of the M.E.A. are grade school and high school teachers, although many two-year and some four-year colleges are organized through the M.E.A. These characteristics give the A.A.U.P. a stature which, in terms of status of members and tradition, is greater than that of the M.E.A. Institutions are assigned to one of two ranks according to this difference: M.E.A. affiliates, lower status; A.A.U.P. affiliates, higher status. Five institutions are affiliated with the A.A.U.P.: Eastern Michigan University, Northern Michigan University, Oakland University, Western Michigan University and Wayne State University. Those affiliated with the M.E.A. are: Central Michigan University, Saginaw Valley State College, Ferris State College, and Lake Superior State College. There is some validation for categorizing the M.E.A. as the lower status of the two affiliates. All of the three institutes of lowest stature type, the state colleges are M.E.A. affiliates. The only

institution of the highest stature type, a major research university, is an A.A.U.P. affiliate.

The number of years organized. A second characteristic of the unions examined here is the length of time each faculty has been organized for the purpose of collective bargaining. These figures are based on the data upon which the faculty elected to be so organized up to the date this study was initiated (December, 1983). These data were found in Joel Douglas' Directory of Faculty Contracts and Bargaining Agents in Institutions of Higher Education. Number of years so defined varies from 6 to 14, with an average length of organization of 10 years. For the purposes of comparisons the institutions are ranked according to the length of time the faculties have been organized.

Number of days out on strike. The third characteristic of union organization examined is militancy, which is measured as number of days the faculty union has been out on strike from the beginning of collective bargaining on each campus through December, 1983. These figures were secured from the Newsletter, vol. 11, No. 5, December 1983 of Barusch College's National Center for the study of Collective Bargaining in Higher Education and the Professions. The number of days varied from none at four institutions to a high of 48 days out. Among the five

institutions which have had some days out on strike, the average is 15 days out. The institutions are ranked according to the number of days out on strike.

### Hypotheses and Tests of Hypotheses

#### Tests of Hypotheses

Three different statistics are used to answer the three types of questions raised in this study. The statistic used to assess the extent of association between two rank ordered variables is Spearman's rank correlation coefficient. Where the extent of association of more than two rank ordered variables is under consideration, Kendall's coefficient of concordance is used. Student's  $t$  is used to determine whether or not faculties tend to gain power over time under collective bargaining. In the next section, the statistic used to test each hypothesis is indicated by a letter following the statement of hypothesis. Letters refer to statistics as indicated below.

(S) = Spearman's rank correlation coefficient

(W) = Kendall's coefficient of concordance

(T) = Student's  $t$

#### Hypotheses

Related to change. In answering the first question, whether or not faculties gain power under collective bargaining, the following specific research hypothesis was tested.

Faculty gains comprise more than 50% of the total power changes. (T) Faculty gains are measured by combining three types of contract changes: increases in collective faculty power, increases in individual faculty member's rights, and decreases in the authority allowed the administration.

To learn why some faculties gain more power than others, a number of institutional characteristics are considered which are hypothesized to be associated with greater power. I examined the relationship of each of the following factors with overall faculty gains as well as with each of the three types of faculty gains using the following form of hypothesis.

Gain in faculty power is associated positively with variable X.

Factors which are proposed to be associated with gains in faculty power are the following:

- (1) high status type of institution,
- (2) high percentage of faculty members with the Ph.D. degree,
- (3) high student/faculty ratio,



- (4) large size of faculty,
- (5) absence from layoff or reduction experience,
- (6) high enrollment growth,
- (7) low percentage of faculty members tenured,
- (8) high status agent,
- (9) organized for collective bargaining longer,
- (10) more days spent out on strike, and
- (11) high current faculty power.

Comparison of current faculty power. The second of two questions examined in this study is whether or not professional stature of the faculty explains variations in current contractual power enjoyed by the faculty. Current power is measured separately in six different areas:

- (1) over department head,
- (2) in evaluation of faculty members,
- (3) in tenure decisions,
- (4) in layoff and recall,
- (5) in educational decisions,
- (6) in agency shop provisions.

The professional stature of the faculty is measured in two ways. The primary measure used is the percentage of doctorate-holding members among the faculty. The alternative measure considered is the stature of the type of institution for which the faculty works, i.e. major research institution, regional state university, or state college. The relationship between each of the six areas of power

listed above and professional stature is assessed using one of the two following types of hypotheses.

Faculty power is directly associated with the proportion of faculty members who have the Ph.D. or comparable degree. (S)

Faculty power is directly associated with the stature of type of institution. (S)

In addition, the composite measures which make up "evaluation", "power over the department head" and "layoff and recall" are examined to see if there is concordance among the elements of each of these composite measures. The following hypothesis is used in these tests.

The elements which make up the measure of faculty power in this area are concordant.

Whether or not professional stature of the faculty is an adequate explanation for variations in faculty power is further examined by considering alternative explanations for variations in faculty power. These alternatives, which are discussed in Chapter I, are listed below.

- (1) high student/faculty ratio,
- (2) absence from layoff or reduction experience,

- (3) large size of faculty,
- (4) high enrollment growth,
- (5) low percentage of faculty members tenured,
- (6) high status agent,
- (7) organized for collective bargaining longer, and
- (8) more days spent out on strike.

The relationship between each of these alternative explanations and faculty power is tested using the following form of hypotheses.

High faculty power is associated with alternative variable X. (S)

Measuring faculty power in educational policy decisions was complicated by the presence of senates on some campuses but not on others. Where senates existed, they were more or less independent of the contracts in that the bylaws governing their operation were not spelled out in the contracts, the contracts did not necessarily provide procedures for enforcing the rules of the senate, and some contracts did not mention the senate at all. For the purpose of this study, senates were regarded as a source of faculty power which might be used as an alternative to the contract. As such, presence of an independent senate would be expected to vary as do other measures of faculty power. To test this possibility, the independent senate was treated

as any other area of faculty power. The relationship between the presence of an independent senate and professional stature of the faculty was tested. Similarly, the relationships between the presence of an independent senate and the eight alternative explanations for faculty power were also tested. These tests used the following types of hypotheses.

The existence and independence of a senate is directly

associated with high professional stature. (S)

An independent senate is positively associated with alternative variable X. (S)

The extent to which faculty power in one area varies with faculty power in another area was also examined. Each of the six areas of faculty power, independent senate and also elements which make up the composite measures of faculty power were examined two-by-two to see if this is the case. The form of hypothesis used in these tests is as follows.

Faculty power in one area of the contract is positively associated with faculty power in another area.

Among the institutional factors which provide possible alternative explanations for variations in faculty power, a number are expected to be associated with one another.

- (1) The two measures of professional stature, percentage of Ph.D.'s and stature of type institution, should be positively associated.
- (2) The three union variables, possibly measures of a strong union, might be expected to vary together. These are stature of affiliate, length of organization and number of days out on strike.
- (3) To the extent that layoff and reduction of faculty members are enrollment-derived, a positive association would be expected between enrollment growth and absence of layoff and reduction experience.
- (4) If tenuring-in is more than a phantom of fear and does, in fact, compel institutions to retain more faculty than actually needed, institutions with a large proportion of their faculty tenured would have low student/faculty ratios, and institutions with a low proportion of their faculty tenured have larger student/faculty ratios.

- (5) Certain conditions might be expected to foster a strong union, among these a high student/faculty ratio and a low percentage of the faculty tenured. High professional stature would also be expected to be associated with a strong union organization. Factors which might have the opposite effect are those associated with job insecurity and financial problems of institutions; low or no enrollment growth and more extensive experience with layoff or reduction.

These various predicted associations are tested through hypotheses of the following structure.

Institutional characteristic X is positively associated with institutional characteristic Y. (S)

Where a number of factors are found to be associated directly or indirectly with faculty power in an area, the extent of association among the cluster of variables is examined using the following hypothesis.

There is concordance among the cluster of variables surrounding faculty power in this area. (W)

To learn if high faculty power enjoyed by some faculties is the consequence of gains made over time through successive contracts rather than high power secured in the original contract, I examined the relationship between high faculty power in each area and faculty gains, overall and in each type of gain. The following form of hypothesis was used.

Faculty power is associated with faculty gain in power. (S)

Location of findings. The results of the tests of these hypotheses and the conclusions drawn are given in the following two chapters on findings. The first, Findings I, describes change and analyzes changes in power. The second, Findings II, compares faculty power in current contracts and analyzes the factors associated with high faculty power.

### Chapter 3

#### FINDINGS I: CHANGES IN FACULTY POWER UNDER COLLECTIVE BARGAINING

##### Introduction

The first question to be asked is whether or not the faculties of the nine Michigan colleges and universities examined in this study have increased their power under collective bargaining. Changes in contracts from the first to the current contract are the basic data of this study. Power before collective bargaining is not examined. What is at issue is changes in power which have occurred on each campus since negotiation of the first contract.

Changes between the first contract and the current contract were noted and these changes discussed with faculty and administrative informants on each campus involved. Changes validated by concurrence of the investigator and the informants were recorded. In the appendix are the nine case histories describing the changes made on each campus. The conflicts leading up to changes and the consequences of the changes are described where these are instructive or otherwise noteworthy. A brief history of the development of collective bargaining on each campus is also given.

This rather lengthy method of reporting the data about change is necessary because there is not established technique by which this type of datum is typically



categorized. In the absence of a conventional definition for the categories of contractual changes measured here, I am sharing with the reader the detailed information about what each change is and how it is categorized in the case histories in the appendix. Only in this way is it possible for the reader to know to what I am referring when I analyze these changes in power.

Each case history, after the introduction, reports the changes by contract area in the following order. Typically association rights are discussed first. These include the definition of bargaining unit and type of shop. Where there is a clause about management rights, this typically comes next. Usually discussion of employment policies (or personnel policies) comes next. Working conditions often follow and include procedures for such actions as assigning work, granting leaves, and so forth. The last contract area discussed in each case history is that of grievance procedures. Sometimes a separate section on department policies refers to procedures by which some personnel changes and some working conditions are decided. I have retained a uniform system of reporting changes on all campuses rather than follow the idiosyncracies of each contract so that comparisons of institutions are easier.

For the reader who is interested in the events on a particular campus or the reader who wants to learn the context within which contract changes occur, the case

histories in the appendix are instructive. Reported in this chapter are the overall rates of change in faculty power.

### Questions with Regard to Change

Does a faculty gain power in successive contracts? Is faculty gain greater in some types and areas of change than in others? Is faculty gain associated with professional stature of the faculty? What alternative explanations may account for variations in faculty gains in power? These are the major questions addressed in this part of the study. The answers are summarized below and explained in further detail in the sections which follows.

Faculties do gain power in the process of negotiating successive contracts. More than half of the changes made in power in the contracts examined were faculty gains in power. This finding is discussed in the section below titled "Overall Faculty Gain".

The rate of faculty gains varies considerably among the different contract areas and also varies among the institutions. This variation is not associated with professional stature nor with enrollment declines. Only two structural characteristics were associated with variation in rates of faculty gains in power. These were percentage of faculty members tenured and number of years organized for collective bargaining. These findings are discussed below

under the heading "Faculty and Institutional Characteristics Associated with Faculty Gain".

#### Overall Faculty Gain

Through the process of collectively bargaining successive contracts, faculties at the nine institutions examined here gained power. The percent of changes which were faculty gains at each institution are given below. When the provisions of the original contract are compared with those of the current contract at each institution, changes in decision-making more often increase faculty power than reduce it. On the average, 68% of the changes are faculty gains. The percentage of gains at any specific institution ranges from a low of 48% to a high of 95%. Using the Student's T test, the hypothesis that the percentage of increase in faculty power is greater than 50% is accepted at the .01 level of probability.

Wayne State University	95% gains
Central Michigan University	63
Saginaw Valley State College	78
Ferris State College	78
Eastern Michigan University	65
Northern Michigan University	61
Oakland University	59
Western Michigan University	48
Lake Superior State College	48

On the basis of the Michigan experience, we might conclude that the general direction of change is toward greater rather than less power for unionized faculty.

Change may occur in any of three different types of power: collective faculty power, individual faculty member's rights, or administrative authority. The faculty may gain or lose power in any of these three areas. Gains in collective faculty power include such changes as increased involvement of the departmental members in selection of the department head or an increase in the proportion of faculty members serving on a collegial curriculum committee. Increased faculty member's rights include any changes allowing a faculty member to exercise greater control over work, such as provisions allowing a faculty member to refuse an assignment at a distant regional center or provisions describing and affirming academic freedom. Finally, a faculty may gain power by limiting administrative authority through provisions such as those limiting the conditions under which an administration may layoff faculty members or additions of provisions specifying how the administration will evaluate a faculty member's performance.

At nine institutions these three types of changes occurred about equally frequently. Overall, 38% of the changes were of collective faculty power, 32% were of administrative authority and 30% were of individual faculty

member's rights. Changes at most institutions reflected this pattern. However, at three institutions more than half of the overall changes were in one of the three types.

In all three types of change faculty power increased more often than decreased, but gains were not equally great in all types. In collective faculty power, 74% of the changes were faculty gains; in administrative authority, 56% were faculty gains; in individual rights, 75% were faculty gains. Typically colleges with relatively high gains in one type of power also had high gains in the other types of power and had, therefore, a high overall percentage of faculty gains. Concordance among the three types of gain and total gains was found at the .01 level using the Kendall coefficient of concordance.

Changes in power vary not only by type of power, discussed above, but also by contract areas in which the changes occur. The average percentage of faculty gains in each of the six contract areas is given in the table below.

Table 2. Faculty Gains by Contract Areas

<u>Contract Area</u>	<u>Average Percent of Total Changes in This Area</u>	<u>Average Percent of Faculty Gains In Area</u>
Association rights	5.3%	88%
Management rights	1.1	20
Employment decisions	53.1	70
Working conditions	30.2	61
Education decisions (curricula, etc.)	4.2	74
Grievance procedures	<u>5.8</u>	58
Totals	100%	

As can be seen in Table 2, most contract changes are in employment decisions and working conditions. Faculty gains predominate in all areas except that of management rights, an area where few changes of any kind are made. Institutions with relative high faculty gains overall generally had high gains in areas of employment decisions and working conditions. This was not true of the relationship between overall gain and gains in the other four areas.

Faculty and Institutional Characteristics  
Associated with Faculty Gain

Professional Stature

Can greater gain be explained by the professional stature of a faculty? No, the faculties with relative high proportions of Ph.D.'s do not gain more, nor do the faculties at the more prestigious types of institutions gain more power than faculties elsewhere. As reported in the next chapter, when institutions are compared professional stature is associated positively with greater current faculty power in some contract areas, when stature is measured as the proportion of faculty members holding the Ph.D. degree. Given the lack of relationship between professional stature and gain, we could conclude that the faculties with higher professional stature secured greater power in their original contracts and are maintaining this relatively greater power even as faculties at all institutions generally gradually gain power through successive contract negotiations.

To further examine the relationship among professional stature, gain in faculty power, and current faculty power; I have compared faculties' current power and their gain in power in several contract areas. It does not appear that the two are related, but evidence is not conclusive. Of the six general areas of current power measured in this study, in only two is current power associated positively with gain

in power. High current faculty power in layoff and recall and high faculty power over department heads are both associated with high faculty gain in successive contracts. Four other areas of current power (tenure, curriculum, agency shop and evaluation) are not related to gain in their respective contract areas. The mixed results limits conclusions that can be drawn.

If gain and current power are not generally associated, as appears to be the safest conclusion, then those faculties with high power did not gain this power over successive contracts, but had secured greater power in their original contracts. Furthermore, low-power faculty, although generally gaining power in successive contracts, are not catching up to high power faculty, who are also gaining power in successive contracts. Collective bargaining does not appear to have a leveling effect on the basis of these limited data.

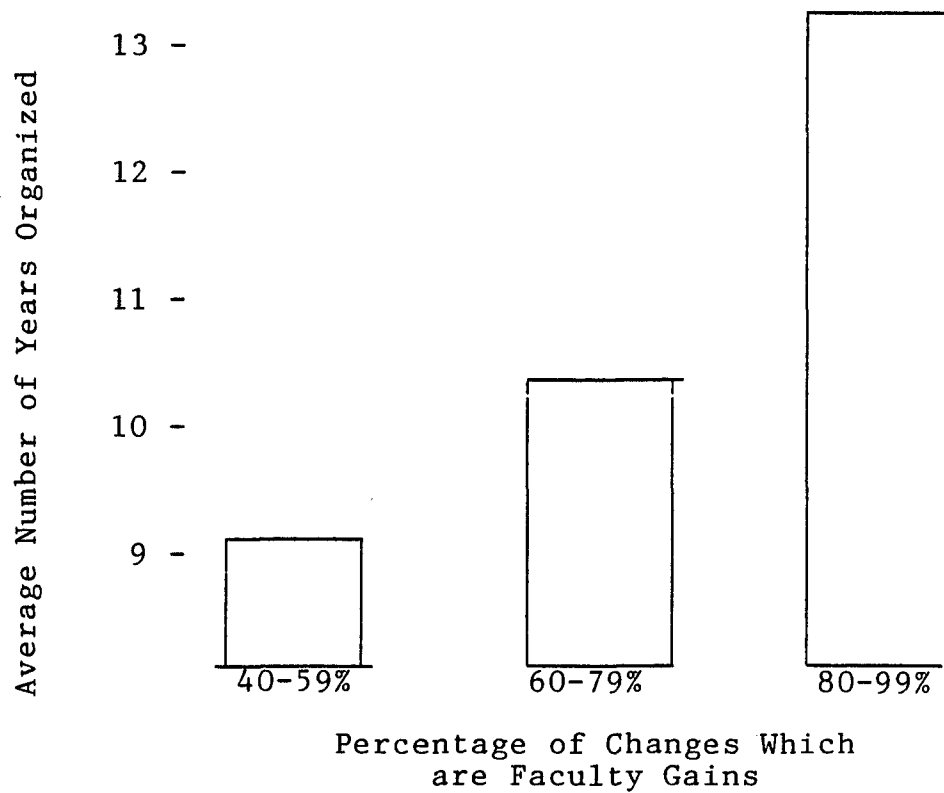
#### Competing Explanations

Variations in gain among faculties may be explained by factors other than the professional status of the faculty. Characteristics of the institutions which bear upon bureaucratic concerns and also characteristic of the unions themselves are examined below to see if any of these might explain the variation in gain in faculty power among the institutions studied.



Figure 1. Years Organized and Percentage of Faculty Gains

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Union Characteristics

Length of time the faculty has been organized for collective bargaining is associated with overall gain, as described in Figure 1. These two variables are positively associated at the .022 level of significance using the Spearman's rank correlation coefficient.

The percentage of faculty gains at each of the nine institutions is shown in Table 3.

Table 3. Faculty Gains Years Organized

<u>Institution</u>	<u>Percent Gains</u>	<u>Number of Years Unionized</u>
Wayne State University	95%	12
Central Michigan University	83	14
Saginaw Valley State College	78	12
Ferris State College	78	11
Eastern Michigan University	65	10
Northern Michigan University	61	8
Oakland University	59	13
Western Michigan University	48	8
Lake Superior State College	48	6

Years organized is also associated positively with power and with proportion of faculty members holding the Ph.D. in some contract areas. However, gain and professional stature are not associated nor can we conclude that gain and current power are associated, as discussed above. An explanation fitting these findings is that the faculties with greater proportion of Ph.D.'s organized earlier and secured greater power in their original contract compared to institutions with fewer faculty members holding the Ph.D. degree. Either the job security or greater status itself, both produced by holding the Ph.D. degree, could account for earlier organization and greater current power.

itself, both produced by holding the Ph.D. degree, could account for earlier organization and greater current power. In any event, most faculties have gained power through successive contract negotiations, whatever amount of power they may have in their original contract. Therefore, we might conclude that those organized longer have accumulated the greater gain and also have greater current power in some contract areas. This explanation, which explains power by both professional stature (measured by proportion of Ph.D.'s) and length of organization, accounts for the findings of this study.

The number of years organized was the only aspect of union organization associated with faculty gains. The two other union characteristics measured, agent and number of days out on strike, were not associated with overall gain, nor with gain in any of the three types of power, nor with gain in any of the contract areas. The number of days out on strike is associated with the proportion of changes (gains and losses together) which take place in different types of faculty power. At those institutions where the faculty has been out on strike for more days proportionately more changes have been made in collective faculty power (gains and losses) and fewer in administrative authority (gains and losses) than at institutions where the faculties have been out on strike for fewer or no days. These findings were significant at the .05 level using Spearman's

rank correlation coefficient. Possibly issues related to collegial authority create more conflict and issues related to administrative authority less conflict.

#### Growth of the Institution

Growth of the institutions is measured by two variables: average annual enrollment growth over the last 23 years and absence of layoff or reduction experience during the period of organization. Neither enrollment growth nor layoff/reduction experience is related to overall faculty gain nor to faculty gain in any of the three types of power. This seemingly remarkable absence of association might be explained by three circumstances.

First, higher status types of institutions have experienced less growth in enrollment and have had more extensive layoff/reduction experience. Perhaps the stature of the faculty at the higher status types of institutions has insulated them somewhat from the potentially negative effects of these events on faculty power.

Secondly, neither enrollment growth nor layoff/reduction experience directly measures in financial threat to the institution nor job security risk to the faculty as a whole. Although financial security is closely related to enrollment growth, other factors, such as sources of revenue other than those enrollment-related, management of finances at the institution and prior faculty size, may

all attenuate the relationship between enrollment and job security. Similarly, a layoff or reduction may be made when program offerings are altered at an otherwise growing institution; or layoff may be used to get rid of a particular member for reasons other than shortage of work. That these two variables are not direct measures of the financial health of the institution is suggested by lack of clear association between them. Enrollment growth and absence of layoff/reduction experience are not themselves closely associated. Using the Spearman rank correlation coefficient a somewhat less than significant positive relationship (.06) was found.

A third possible reason that gains in faculty power are not here associated with enrollment growth or with absence of layoff/reduction experience is that the financial threat the latter two may imply can be dealt with in ways not affecting the faculty's contractual power. Faculty members' salaries may adjusted, use of part-time people may be reduced, and early retirements may be taken by more faculty members. These events were not measured in this study, but informants and other sources did occasionally refer to one or the other as responses to financial problems of an institution.

These three above circumstances may explain the lack of relationship between changes in faculty power and enrollment declines or layoff/reduction experience. On the basis of

this study, it would appear that neither enrollment declines nor layoff experience need reduce a faculty's involvement in decision-making. Reduction in the faculty's contractual power does not appear a typical result of declining enrollments nor to threat of layoff or reductions. In fact, when faculty power in the current contracts (not change of power) at the nine institutions is compared, high enrollment growth is associated with lower faculty power in collegial involvement in layoff and recall decisions. Using Spearman's rank correlation coefficient a level of significance of .029 was found.

Size of faculty was not found to be related to gains. Tenure, however, was. The higher the percentage of faculty members tenured at an institution, the lower the percentage of faculty gains made in bargaining successive contracts after the original contract. This and the following two findings are significant at the .05 level using Spearman's rank correlation coefficient. This is especially true of faculty gains in collective faculty power and of faculty gains in power in employment conditions. Two consequences of tenure may account for this, separately or in combination. Having a high percentage of the faculty tenured may produce job security without necessarily increasing the faculty's desire for greater power and/or the administration's willingness to defer to the faculty's requests. The presence or absence of tenure does not

influence the faculty's professional stature. It is also possible that the administration at a relatively tenured-in institution may fear that its flexibility is already too limited by tenure obligations and, therefore, maybe unwilling to reduce its latitude of authority any further by sharing power, especially in the area of employment decisions. Where a high percentage of the faculty are not tenured, the administration may be more secure in both its authority to supervise faculty members, many of whom are probationary, and in its authority to reduce or otherwise rearrange the instructional workforce, many of whom need not be reappointed.

That high student-faculty ratio is associated with greater gain is a possibility that cannot be entirely discounted. High student-faculty ratios are associated with high faculty power in current contracts in some areas of decision-making. (See discussion in Findings II). With regard to change in power the findings are somewhat mixed. The relationship between high student-faculty ratio and overall faculty gains is somewhat below the established level of significance difference. A level of .08 was found using Spearman's rank correlation coefficient. However, a high ratio is associated with high faculty gains in collective faculty power and individual faculty member's rights. Using Spearman's rank correlation coefficient in the preceding two comparisons and the one that follows, the



findings are significant at the .05 level. A high student-faculty ratio is also associated with high faculty gains in the contract area of "employment decisions". These mixed findings suggest that we can neither confirm nor entirely discard the possibility that a high student faculty ratio: (1) creates a sense of job security for faculty members but also (2) problems and discontentment associated with a high work-load and also produces (3) an absence of fearfulness on the part of the administration about granting the faculty greater rights of involvement.

#### Summary

The findings of this study permit us to conclude that faculties who are unionized tend to gain power following the negotiation of the original contract. Collective bargaining appears to do more than simply formalize previously informal understandings. Collective bargaining appears to provide college and university faculties with a tool by which they may gain power. The faculties examined here had been organized for typically 11 years at the time of this study and had typically negotiated several contracts during which their power gains were significant. It appears that at least within the first decade of their organization, these unions have not shown any tendency to become supportive of the status quo and have not ceased to pursue changes in the interest of their members. As discussed in Chapter 1, given

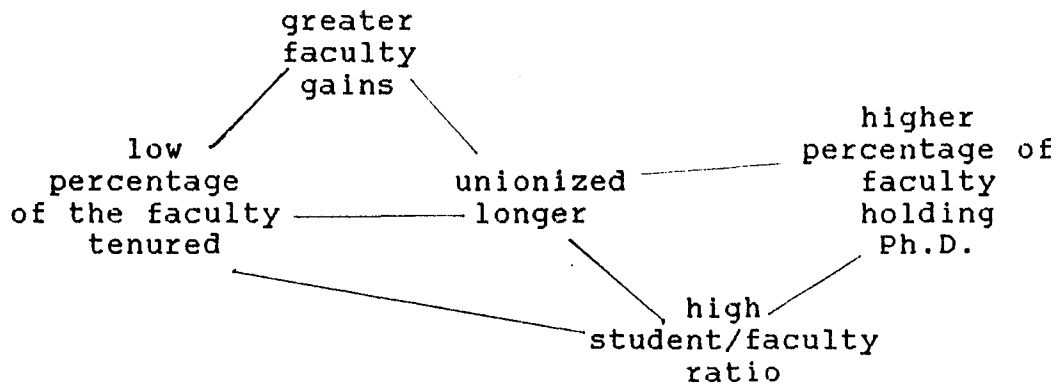
the limited centralization of these unions and the absence of social distance between leaders and members, we would not expect nor have we found the drift toward conservatism predicted by Hyman (1975) and Dunlop (1958).

It should be noted that these gains in faculty power occurred during a time of financial crisis for public institutions brought on by industrial decline in Michigan. Apparently organized faculties can gain power even during adverse times.

Gains in faculty power are not associated with professional stature, as expected. The longer the faculty has been unionized and the lower the proportion of the faculty tenured, the greater the gains the faculty make in collective bargaining. The constellation of variables associated with faculty gain in power over successive contract negotiations following the first contract are shown in Figure 2.

Figure 2. Factors Associated with Faculty Gains

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Variables connected by lines are associated at the .05 level of probability using Spearman's rank correlation coefficient.

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Overall, faculties tend to gain power; but gains occur among faculties which have been organized for collective bargaining longer and which have a lower proportion of members tenured.

## Chapter 4

### FINDINGS: PART II

#### FACULTY POWER IN SELECT CONTRACT AREAS, PROFESSIONAL STATURE OF THE FACULTY, AND OTHER INSTITUTIONAL FACTORS

##### Introduction

Does greater professional stature allow a faculty to secure greater control over work and the workplace? Can alternative explanations for variations in faculty power be found in other institutional characteristics?

Based on the evidence presented in the following section, it appears that professional stature is associated with some aspects of faculty power, especially those most central to the ideal type of professional organization. Other institutional characteristics are associated with faculty power in some key areas.

These conclusions are based on a comparison of the current (December 1983) contracts at the nine Michigan institutions. Six key decision-making areas were selected for this comparison. These are:

- (1) department head selection and review,
- (2) evaluation of faculty members,
- (3) tenure decisions,
- (4) layoff and recall decisions,

- (5) education decisions (curriculum), and
- (6) agency shop.

Three criteria were used in selecting these areas in which to compare faculty power at the nine institutions. Areas selected are (1) key decision-making areas, (2) controversial, and/or (3) central to the concept of a profession. All six of the areas selected are key decision-making areas. All have been at various times and on different campuses subjects of controversy, but probably agency shop and layoff and recall decisions are most often controversial. The four areas most central to the ideal type of a profession are: selection and review of the department head, evaluation of faculty members, tenure decisions, and educational decisions.

An additional variable was added here, independent senate, because educational decisions on some campuses are not handled through contractually described procedures. No decisive assessment can be made of faculty power under such non-enforceable structures as senates in this study, but the existence of a senate can be recognized and the relationship between having a senate and other institutional characteristics can be examined.

The major proposition of this study is that the professional stature of the faculty enhances faculty power. This study also explores alternative explanations for variation in faculty power by also examining the influence

of the two other sets of factors upon faculty power: institutional characteristics and union militancy. Institutional characteristics examined are those which may influence range of options available to an administration in the exercise of authority. These include student/faculty ratio, proportion of faculty members tenured, size of institution, enrollment growth, and experience of layoff or reduction. As discussed in Chapter 1, it is expected that conditions which limit options for administrators will lead to lower faculty power. Such constraints or flexibility are: a low student/faculty ratio, low enrollment growth, and greater experience of layoff or reduction. Finally, it is predicted that the greater the size of the institution, the greater the amount of power delegated to the faculty.

The second set of factors which may provide an alternative explanation to professionalization for variations in faculty power is union militancy. Examined here is the stature of the affiliate (Michigan Education Association or American Association of University Professors), the length of time the faculty has been organized for collective bargaining, and number of days out on strike. All three are used as measures of union strength and are predicted to have a positive relationship with faculty power in the six areas of decision-making examined in this part of the study.

In essence, the questions under consideration here are the extent to which the profession ideal type can explain the variations of power under collective bargaining among faculties at the nine institutions and the extent to which alternate explanations may account for this variation.

In each of the sections to follow, the measurement of faculty power in each area is explained, the relationships between faculty power in the area and professional stature and the alternative variables are discussed. In the conclusion of this chapter, the associations discussed under each power area are summarized and the relationships between the power areas and the various alternative variables are discussed.

### Faculty Power Over the Department Head

#### Measures of Power Over Department Head

The nine institutions vary considerably in the extent to which the departmental faculty has influence over the department chair or head. Where faculty influence is greatest, the chair is a member of the bargaining unit, appointed for a specific time on the basis of faculty recommendation and reviewed and evaluated by faculty members. Where the faculty have the least authority, the chair is part of the administrative hierarchy. As such, the chair is the bottom layer of management, is excluded from

the bargaining unit, and is selected by the administration to serve for however long the administration wishes to retain the chair.

The nine institutions are ranked here according to how closely each approximates one or the other of these two models in three areas:

- (1) membership of department chairs in the bargaining unit;
- (2) variations in faculty power to appointment of the chair; and
- (3) faculty authority to review, evaluate and/or reappoint the department chair.

Each of these criteria are discussed below.

#### Membership in the Bargaining Unit

The department chair's or head's membership in the bargaining unit has two consequences for the structure of the department: (1) it defines the department chair as essentially a peer of the other faculty members in the department and (2) removes the chair from the chain of administrative authority or at least makes problematic the chair's position in that chain.

As members of the bargaining unit, department chairs' wages, hours, terms and other conditions of employment are determined by the contract bargained by the faculty negotiating team. Job security depends upon the contract



for those chairs who are bargaining unit members. In the event of a grievance, the resources of the Association and the relatively speedy process of arbitration are available.

Chairs who are not bargaining unit members are creatures of the administration in that the continuation and conditions of their employment depend upon whatever contract the administration makes with each chair. Continued employment depends upon the favorable evaluation of the dean and other higher administrators. Loyalty to the immediate superior or to the administration in general is an important element in securing a favorable evaluation. Where chairs are not members of the bargaining unit, chairs stand above the department faculty members in that the chairs have supervisory responsibility and authority to carry out those duties.

Whether the department chair is or is not a member of the bargaining unit is a key issue, the determination of which may greatly influence other decisions, such as who selects and evaluates the chair. More important is the influence of the chair's position upon the departmental faculty's role in shared decision-making as a whole.

The departments are the basic unit of faculty participation in many institutional decisions. Departments house disciplines, and it is within their disciplines that faculty members can claim expertise which legitimizes their participation in decision-making. Decisions about course

and program content are often effectively made at the department level. Recommendations for personnel actions usually begin with departmental review. The extent of faculty power over these decisions depends, in part, upon the structure of authority within departments. This structure varies between the extremes of the authoritarian hierarchy and the democratic peer group. A key element in this variation is the role of the chair. When the chair represents the administration, the department more closely approximates the hierarchical authoritarian ideal type. When the chair is a member of the bargaining unit, the department approaches the ideal type of the democratic peer structure, in which power is distributed more equally.

The process of decision-making in the democratic peer type differs from that of the authoritarian type, decisions are ultimately made by superiors in the exercise of their authority. The peer structure of decision-making through influence fosters democratic relationships among the departmental faculty members and encourages extensive debate and discussion in the course of decision making. None of the members has the authority to compel the agreement of the others but must persuade them. With this use of influence rather than authority, decision making may take more time and require more discussion, but it provides more input from departmental members, gives them more feedback from one another, increases their interdependence and, of course,

gives them greater influence over the final outcome than possible in the authoritarian structure (Ewens 1984, pp. 253-280).

With the authoritarian model, the right to make final decisions lies above the faculty in the hierarchy of power, in the office of the department chair or higher level administrator. The role of the chair is to secure the willing cooperation of the departmental faculty to decisions made above. At the departmental level, the process of decision-making becomes one of informing and explaining and, perhaps, justifying these decisions. Solicitation of varying points of view from the departmental faculty members is likely to be dysfunctional in the authoritarian department. Controversy and conflict may surface and may lead to questioning the soundness of decisions or, worse, the legitimacy of the administration's authority to make such decisions.

Yet, despite these problems with discussion in authoritarian departments, it may be advisable to secure faculty members' ideas before making a decision. An administrator may wish to tap faculty expertise or may decide it wise to give faculty member's a sense of involvement to meet their professional expectations in order to secure their cooperation. The problem with discussion in authoritarian departments is one of involving faculty in the process of producing a recommendation without encouraging

them to become committed to their recommendation or to expect that they have more influence over the final decision than the administrator is willing to grant. To reduce the changes of either of these consequences while still involving faculty members in decision-making, two methods may be followed.

The first method is to secure a number of faculty opinions by conducting a survey of the faculty or holding individual conferences with selected faculty members. This method has a number of advantages. It gives the administrator a broad cross-section of faculty members' views without allowing the faculty to develop and articulate a faculty recommendation. It may allow the administrator to honestly state that faculty advice is being followed because, among the diverse suggestions produced, it is likely that some correspond to the administrator's final decision. So long as no analysis has been publicized summarizing the faculty members' opinions, it would be difficult to substantiate a claim that an administrator had not followed faculty advice.

A second method by which the administration can use faculty expertise while avoiding conflict in an authoritarian structure is for the administrator to hand-pick particular faculty members to serve on faculty/administrative committees. Faculty members can be selected whose point of view coincides with that of the

administration, who understand the limitations of their influence, and who can be expected to use the appointment to demonstrate their ability to comply.

Neither of the above methods produces a faculty perspective. To accomplish this would require the social processes of debate, discussion and reaching consensus. The avoidance of debate and discussion reduces faculty awareness of alternatives to the course of actions selected by the administrator and furthermore reduces faculty awareness that decisions are even being made. In circumstances where decisions are made in the upper levels of a hierarchy avoiding such awareness can reduce resistance and conflict from underlings.

Within the authoritarian model, conflict is not eliminated by absence of open debate and discussion. Rather, it is privatized. An individual faculty member, noticing that institutional policies differ from those which the faculty member prefers or thinks best, may conclude that either the administration's or the faculty member's thinking is incorrect. Such a faculty member may suppose that the administration is unwise or does not have the faculty member's interest in mind. These circumstances nurture cynicism. If disgruntled faculty members discuss together the various disagreements which they have with the administration in small, informal gatherings, such sessions may be the beginning of the process with C.W. Mills (1959,

p. 8) describes as making public issues of personal woes. The process may be effectively squelched, however, and lead not to resolution of disagreements but to the spread of cynicism if there is not formal structure in which such discussion may take place and not formal apparatus for forwarding to the administration the faculty's views so produced. If the departments are structured in the authoritarian model, the department chairs, as members of the administration, should discourage open discussion of the faults of administrative policy and should act to diffuse such criticism. The fact of the department chair's position on the administration team itself discourages faculty members from criticizing administrative action. When the department chair has the role of supervisor and has primary allegiance to the administration, faculty members who disagree with the administration are likely to be seen as problems. Their disagreement challenges the department chairs' authority. The chair may suppose that such disagreeing faculty members intend to threaten the chair's position or that they do not know how to work successfully within the structure. In either case, such problem faculty members may be negatively evaluated and may be less likely to have ready access to whatever prerequisites the department chair controls. In this manner, the exclusion of the department chair from the bargaining unit may discourage

open discussion about institutional decision making among the faculty.

Rather than challenge the department chair, the faculty member in disagreement with administrative policies or actions may internalize the conflict, accepting the authoritative point of view as correct even though it is at odds with the faculty members' interest. The faculty members' initial perception of the situation may be rejected by the faculty member. Self-denigration may follow when the faculty member defines his/her own interpretations of experience as inappropriate or bad. In the epistemology which emerges in authoritarian structures, truth is defined as the point of view of those with authority. Subordinates develop self-doubt and dependency upon authority to define truth. To the extent that faculty perspectives differ from administrative perspectives and, further, those faculty perspectives are not formally incorporated into the decision-making structures, faculty perspectives will be poorly developed and not articulated. The faculty perspective will be an undercurrent which leads to cynicism or self-doubt but not effective participation in the process of decision-making.

In summary, the decision that chairs shall be either members of the bargaining unit or members of the administration may have far reaching consequences for faculty involvement in decision-making.

The authority to decide if chairs shall be included or excluded from the bargaining unit ultimately rests with the Michigan Employment Relations Commission (M.E.R.C.) whose role is given in the Public Employee Relations Act (PERA) of Michigan Law. In the absence of a dispute, M.E.R.C. may adopt the faculty unit recognized by the administration. Not uncommonly, however, the administration wishes to have the department heads excluded from the bargaining unit, and the union wishes to have them included in the bargaining unit. In these cases, M.E.R.C. rules with the general intent "...to insure public employees the full benefit of their right to...collective bargaining..." (Michigan Compiled Laws, Section 423.213). The rule applied in deciding whether inclusion of chairs will or will not diminish that right is whether or not the faculty and the department chairs share a "community of interests." "Community of interest" means sufficiently similar work, working conditions, and terms of employment to permit effective mutual collective bargaining (Najitah 1981, p. 10). Librarians and admissions counselors, for example, may be included if they share a common interest with faculty members. If, however, their duties include supervision, they may be excluded. As shown in Table 4, of the nine Michigan institutions examined here, at three department chairs are members of the bargaining unit. At the majority



of the institutions, the chairs are members of the administration.

Table 4. Department Chairs' Membership in the Bargaining Unit.

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<u>Department Chairs Position with Regard to the Bargaining Unit</u>	<u>Institution</u>	<u>Rating</u>
Member	Central Michigan University	2
	Saginaw Valley State College	2
	Oakland University	2
Not member	Ferris State College	1
	Lake Superior State College	1
	Northern Michigan University	1
	Eastern Michigan University	1
	Western Michigan University	1
	Wayne State University	1

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The institutions at which the department chair is a member of the bargaining unit are given a rating of "2", indicating greater faculty power over the department chair. Where the department chair is not a member of the bargaining unit but is a member of the administration, the rating is "1", indicating less faculty power over the department chair.

Method of Selection of Department Chairs

The second criterion used to measure the extent of faculty influence over department chairs is the method of department chair selection. Hypothetically, this could vary from complete administrative authority to complete faculty authority. In reality, it varies from complete administrative authority to shared authority. In the latter case, the chair is a mutual choice of the departmental faculty and administration. With shared authority, a faculty has the most faculty power in selection of chairs found among the nine institutions examined here. In these cases, the department chair's role involves participation in both the authoritarian structure of the administration and the peer structure of the departmental faculty. At two institutions the faculty and administration share authority to select the department chair. The following is an example of a provision for mutual selection.

The position of department chairperson is occupied by a ...faculty member...based upon the recommendation of the department, approval of the Dean and Provost, and final approval of the Board of Trustees. The appointment letter...shall include the duties assigned by CMU and the expectations of the department ...consistent with those duties (Central Michigan University Agreement 1981-84, p. 19).

Under mutual selection the departmental faculty may have the authority to curtail the department chair's term of office, which is typically limited to two to five years. During that term, the departmental faculty may initiate,

review, or may petition for a new election, as in the example below.

Through secret ballot, department chairpersons shall be elected by the faculty members of the respective department...On the petition of two-thirds (2/3) of the members of the department, the appropriate dean...will call for a new election of a department chairperson (Saginaw Valley State College Agreement, 1981-84, p. 38).

In the contracts of three institutions, the departmental faculty is allowed an advisory role which falls short of requiring that the chair be a mutual choice of faculty and administration. This advisory role may require that the dean consult the departmental faculty or may have mutual choice procedures which can be over-ridden by the administration, as in the following example.

...In the event a department head position is not filled in a timely fashion, the Board may appoint a department head...for a term not to exceed one (1) year provided, however, that the Board has the right through this procedure to appoint the same individual to additional one-(1) year terms...(Northern Michigan University Agreement 1981-83, p. 10).

Where such a provision allowing the administration to over-ride the departmental faculty's recommendation is not coupled with a method by which a departmental faculty may initially review or otherwise question the choice of the administration, the mutual choice provision becomes advisory only. In the above example; the chair, once selected, serves "at the discretion of the Board" (Northern Michigan University Agreement 1981-83, p. 10).

At four of the institutions, the contracts do not provide for departmental faculty participation in the selection of the department chairs. The faculty may have an informal role but, since this is not made enforceable by inclusion in the contract, the administration is free to take away the privilege. In these four contracts, there is not specified maximum length to the terms of appointment of the chairs, who continue to serve at the will of the Board. In contrast, the contracts which allow the departmental faculty an advisory role or shared authority give fixed maximum lengths to the chair's terms which vary from two years to five years. The mode is five years. Table 5 summarizes the above discussion of the different provisions for selection of department chairpersons. The rating for institutions where authority is shared between the faculty and administration is "3", indicating greatest faculty power. Where the administration has decisive authority and the faculty an advisory role, the rating of "2" indicates less faculty power. The least faculty power, indicated by the rating of "1", is given to institutions where the administration has sole authority to select department heads.

Table 5. Selection of Department Chairs

<u>Contractual Provisions for Selection of the Department Head</u>	<u>Institutions</u>	<u>Rating Assigned</u>
Authority shared by administration and faculty	Central Michigan University	3
	Saginaw Valley State College	3
Decisive authority of administration with faculty advising	Northern Michigan University	2
	Wayne State College	2
	Oakland University	2
Sole administrative authority	Ferris State College	1
	Lake Superior State College	1
	Eastern Michigan University	1
	Western Michigan University	1

Review of Department Chairs

The third criterion for assessing the extent of faculty power over the department chair is the involvement of the departmental faculty in review, evaluation and/or reappointment of the chair.

Contracts giving the greatest faculty power require faculty endorsement for reappointment and involve faculty in evaluation of department chairs. Other contracts, allowing less influence, require that the departmental faculty be consulted in the process of review or evaluation, but leave decisive authority over reappointment in the hands of the administration. In those contracts allowing the faculty the least authority, the faculty are not involved in review nor evaluation, and the administration need not consult the faculty when making reappointment decisions.

Two institutions have contracts with the greatest faculty power, shared authority. At these institutions a chair must be elected or recommended by the faculty of the department and approved by the administration. In the absence of departmental faculty action, the administration may appoint a chair under these contracts; in one case, such a chair is acting and in the other case the departmental faculty may initiate review of the chair during the chair's term of appointment. Thus the department may act to replace a chair not only at the end of the chair's two- to five-year term of appointment but during as well. These provisions

encourage the loyalty of the chair to the departmental faculty and increase the chair's concern with their positive regard.

One of these contracts provides for regular feedback to the chair from the department:

A department shall also develop a method for providing informal annual feedback from the members of the department to the chairperson (Central Michigan University Agreement 1981-84, p. 19).

At four of the institutions, the departmental faculties have an advisory role, but the authority to decide whether or not to reappoint a chair rests with the administration, which is not obligated to follow the recommendation of the faculty. The following is an example of such a provision.

Tenured faculty members in a department shall be given the opportunity to present to the dean of the college their evaluation of the department head with such effects as the dean shall determine. Such evaluation shall be made biannually. More frequent evaluations shall be made as the dean may, from time to time, so request. (Eastern Michigan University Agreement 1982, p. 44).

Another example of an advisory faculty role follows.

One year prior to the end of the term of a chairperson ...a review committee, comprised of bargaining unit members of the department, shall be formed...Sixty percent of the committee...shall be elected by the department. The remaining members shall be appointed by the dean...This committee shall evaluate the progress of the department and the effectiveness of the chairperson and shall forward a report to the dean (Wayne State University Agreement 1981-83, p. 40).

At three institutions, the faculties of the departments have no formal role in the reappointment or evaluation of department chairs. The terms of office are indefinite at

these institutions; the chair continues in the position until the administration decides otherwise.

Table 6 summarizes the distribution of these different types of review and evaluations provisions. The rating of "3", where authority is shared, indicates the greatest faculty authority found among these nine institutions. Lesser faculty power is indicated by the rating of "2" for those institutions where the faculty role is advisory only. Where the faculty have no formal role, the rating of "1" indicates the least faculty power among the nine institutions.



Table 6. Review of the Department Head

<u>Contractual Procedures for Review of the Department Head</u>	<u>Institutions</u>	<u>Rating Assigned</u>
Authority shared by the administration and the faculty	Central Michigan University	3
	Saginaw Valley State College	3
Decisive administrative authority with faculty advising	Northern Michigan University	2
	Eastern Michigan University	2
	Wayne State University	2
	Oakland University	2
Sole administrative authority	Ferris State College	1
	Lake Superior State College	1
	Western Michigan University	1

Concordance among the measures of faculty power over the department chair. There is a high level of association among the three criteria used here to assess the faculty's influence over department heads. Using Kendall's coefficient of concordance a probability of .01 was found among the three. The ratings on the three criteria and the overall rank order of the nine institutions are given in Table 7.

Table 7. Faculty Power over the Department Chair

<u>Ratings Assigned in Three Measures</u>				
<u>Institution</u>	<u>Membership Selection</u>		<u>Review</u>	<u>Overall Rank</u>
Central Michigan University	2	3	3	5
Saginaw Valley State College	2	3	3	5
Oakland University	2	2	2	4
Wayne State University	1	2	2	3
Northern Michigan University	1	2	2	3
Eastern Michigan University	1	1	2	2
Ferris State College	1	1	1	1
Lake Superior State College	1	1	1	1
Western Michigan University	1	1	1	1

In the above table, the institutions ranked highest, i.e. given the rank of "5", allow the faculty the greatest power over the department head. The lowest rank, "1", indicates the least amount of faculty power over the department head.

Informants Observations about the  
Role of the Department Head

The degree of faculty influence in selection of department heads at individual institutions corresponds to the degree of faculty influence in review, evaluation and reappointment of chairs. Procedures which allow the least faculty influence are found among institutions at which the chairs are not members of the bargaining unit. The greatest faculty influence is found where chairs are members of the bargaining unit. It would appear that membership in the bargaining unit is associated with peer review, an element of professional organization.

Department chairs were among the informants interviewed for this study. They reported that the distinction between the role of chair as departmental peer and chair as supervisor was made uncomfortably apparent when they became included in the bargaining unit at the onset of collective bargaining. In one such case the chairs turned to one another for help in defining their altered role. The department chairs fell into the habit of gathering regularly to discuss such issues as their new relationships with

administration and with the faculty and carrying out their duties under the new arrangement. Here, as elsewhere, style of role performance varies from chairperson to chairperson. Where chairs have become part of the bargaining unit, informants report that an informal selection process follows. Chairs with more authoritarian styles of management are gradually eliminated either by not being recommended for reappointment by their departments or through their own decisions to quit the position. Thus contractual change may alter the position of chairs not only through altering procedures but also through encouraging personnel turnover.

The chair's sense of being caught between the faculty and the administration may vary with the type of organization. In a few of the institutions examined here, the faculty has no formal authority over the chair in that the faculty is not at all involved in either selection or review procedure. Within these structures chairs are clearly dependent upon the administration for positive evaluations and continuance in their positions, and chairs are not formally dependent upon the faculty of the department in these matters. In those institutions which allow the faculty greatest authority over selection, evaluation, and review of the chairs; the authority in these decisions is shared by the administration and the departmental faculty. At these institutions, the chairs are

formally dependent upon both the faculty and the administration for positive evaluations and continuation in their positions.

Departments organized in this more democratic manner, which allows a faculty to have shared authority over the chair, place the chair most clearly in between the administration and the faculty. On issues in which the faculty of the department and administration do not share interests, the chair's position may be difficult indeed. Informants who are chairs at such institutions report a sense of being caught between faculty and administrative expectations. But such departments also provide two bases of power for the chair, informants point out. Even though the chair in these departments may not have the authority of a chair in a more authoritarian structure, contact with higher administration and campus-wide events gives the chair stature within the department. Faculty may follow the department chair's suggestions on matters where his greater knowledge of campus affairs makes his judgement valuable. Similarly, the chair typically has greater influence outside the department than do other department members. This may give the department chair influence within the department. On one campus, the faculty bargained to have chairs included on college review committees, replacing faculty members, because the faculty believed their chairs could more effectively support departmental interests than could other

department members. They believed the chairs had greater status and greater knowledge about the institutions and higher administration.

The other base of power for a chair in a structured department is the solid support of the departmental faculty, which gives a chair's suggestions to higher administration some weight. At institutions where faculty concurrence may be necessary or important in the decision-making process, a chair gains influence in administrative circles by the chair's leadership position within the department. At two such institutions, where faculty generally have influence in decision-making but where chairs are not in the bargaining unit, informants reported that the administrators typically do not appoint a chair without the agreement of the departmental faculty, even though this agreement is not contractually mandated. Informants stated it was assumed that it would obviously create problems in management to do otherwise. At these institutions exceptions to this informal rule were reported to occur in cases of split votes or small majorities in support of or opposed to a particular candidate. In these cases, an administration might proceed with an appointment without the support of a majority of the departmental faculty.

The structure of authority within an institution may also effect the extent to which the chair identifies either with the discipline or with the particular campus. In any

structure, both sources of identity are available. Chairs are bound to the local campus by the bureaucratic tasks which they perform and by the status which they acquire from association with the administration, to which they are accountable and upon which they are dependent for their continued occupancy of the position. On the other hand, typically chairs have spent a great number of years in disciplinary tutelage. Most are former faculty members and most continue to teach.

A cosmopolitan orientation, that is, an identification with the discipline, is probably encouraged by ties with and dependency upon the departmental faculty in a democratic department wherein the faculty has great influence over the position of chair. Where faculty have little power, the chair's dependency upon the administration would encourage a more local orientation, an identification with issues and administration personnel on the local campus.

For faculty members with a cosmopolitan orientation, the localite focus of duties of chair may be an unwelcome distraction from disciplinary endeavors of teaching and research. Informants at two institutions where chairs are part of the bargaining unit report that in some departments no member welcomes the task of serving as chair, and that some departments rotate the task among eligible members. This does not appear to be the most common situation, however. Chairship allows a faculty member status and the

opportunity to more effectively implement changes and new ideas. For a faculty member with a localite orientation, upward mobility means promotion into administrative ranks. The departmental chairship is a likely first step in such a career plan. This is the case whether or not chairs are members of the bargaining unit.

The role of the chair depends upon the extent to which the departmental faculty defers to a chair's leadership or exercises the authority contractually permitted. Informants report that some departments prefer to let the chair make decisions in various matters rather than spend time meeting and debating. Perhaps the typical intellectual's disdain for mundane bureaucratic tasks plays a role here. A shared perspective within the department is probably also a factor. Informants at most institutions report that on each of their separate campuses a variety of styles of departmental organization emerged because of chairs' personal styles and variations in departmental faculties expectations.

Some problems are reported, primarily by administrative informants, with the more democratic department structure wherein department chairs are members of the bargaining unit. The basic problem reported is a gap in the bureaucratic structure of authority at a key juncture--the connection between employer and employee. Although administrators, like faculty members, are employees of the Board; administrators become "the College," or employer,



when delegated management duties by the Board. The department chair, as the last link in the chain of delegated management authority, has unique access to those being managed. The chair has frequent face-to-face contact with departmental faculty members. Chairs generally know the members of their departments better than do other administrators. As the next link in the chain of authority above the chair, the dean oversees several times as many faculty members as does the chair and does not have frequent contact with most of these members. If the department chair is not part of management, not a supervisor, a great task may fall to the dean. This appears to be the case according to informants. At one such institution, an administrator whimsically suggested that the number of deans should be increased and position of department chair eliminated. In important personnel decisions, the upward shift of supervisory duties from chair to dean separates the authority to make the decisive recommendation, now the deans', from the source of information about the faculty members' performance, possessed by the chair. In effect, the chair knows if a faculty member should be promoted, but the dean decides.

At one such institution, knowledge and authority are brought back together through the apparently workable, if imperfect, device of a "conference for assistance to faculty members" described below.

An annual individual conference for the purpose of assisting and evaluating each regular non-tenured faculty member...will be held...between each such member, the member's dean..., and the chairperson of the member's department (or representation of the member's department's committee having jurisdiction over tenure or reappointment questions)...At the Conference...the dean...will review...the criteria then existing at the department, school, and University levels...and tell the faculty member, in writing, how well he or she is meeting the criteria. The chairperson of the member's department...shall review the information in the department records as to whether the faculty member is or is not meeting the department criteria...(Central Michigan University Agreement 1981-84, pp. 30-31).

The contract of this institution describes the evaluation of faculty as primarily a responsibility of the department members. The department chair may make an independent recommendation. The dean, of course, reviews and adds a recommendation to those of the department and the chair. Willingness of the department chair to "stick his neck out" in the evaluation conferences was mentioned as a problem. Also a problem was faculty members' uncertainty about where they stood with regard to chances for reappointment and tenure. The latter problem, however, was commonly reported elsewhere as well.

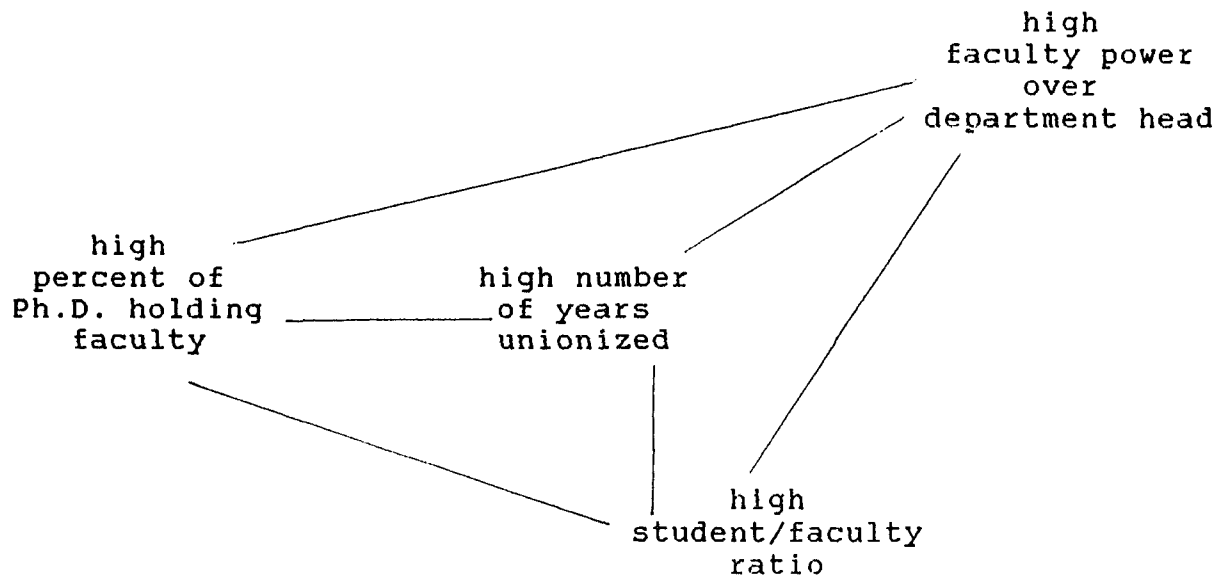
Because the loyalty and accountability of chairs to administration becomes problematic when chairs are part of the bargaining unit, chairs' duties are often spelled out in more detail in contracts wherein that they are members of the bargaining unit. One such contract further provides that department chairs cannot be removed from their chairship during its term without just cause, i.e.,

circumstances such as those permitting dismissal of tenured faculty members. In contracts wherein chairs are not part of the bargaining unit, generally discussion of chairs duties is limited.

Faculty Power Over the Department Chair and  
the Faculty's Professional Stature

Faculty power in this area is associated with more institutional characteristics than are any of the other measures of faculty power. This important aspect of professional organization varies directly with the percentage of Ph.D.s on the faculty, the student faculty ratio, and the number of years that the faculty has been organized for collective bargaining. Figure 3 shows this system of interrelated variables.

Figure 3. Variables Associated with Faculty Power over Department Chair



Variables connected by lines are associated at at least the .05 level of probability or better using Spearman's rank correlation coefficient.

Each of the three elements which make up the composite measure of faculty power over the department chair is positively associated with the percentage of Ph.D.s on the faculty, the number of years the faculty has been organized for collective bargaining, and the student faculty ratio.

It appears that the faculties with greatest claims to professional stature, i.e. those with the highest percentage of faculty members with the Ph.D. degree, have the greatest power over their department chairs. This finding supports a major hypothesis of this study, that professional stature leads to power in the workplace.

Influence over the department chair is a key area of power in professional work relationships. Of all of the across-status relationships faculty members have with other campus employees, that between faculty members and their department chair has the greatest potential to enhancing or undermining democratic department structure which is basic to a profession. The department chair-faculty member relationship is crucial for two reasons.

First, the chair is the person between the administration and the departmental faculty members. Typically, the faculty member has greater contact with the department chair than any other administrator. The more influence the departmental faculty has over the chair the more their relationship with the chair approximates that of peers and the less it resembles that of superordinate and subordinate. Where the department chair is essentially another faculty member, the primary work unit, the department will be a community of peers and faculty members will have less contact with hierarchial distinctions on a day-to-day basis. Where the departmental faculty has little power over the department chair, the faculty member-department chair relationship is that of subordinate and superior, and the department is an extension of the stratified bureaucracy of administration. In such departments the faculty member participates on a daily basis in a hierarchial structure.

A second reason that the department chair-faculty member relationship is the key cross-status relationship for a professional structure is that the department is the basic unit of professional organization. Departments are more than simply the smallest work units of faculty, the department is the home of the discipline and as such the only unit within which members share the same body of expertise. This shared expertise is the defining characteristic of a profession. All faculty members across campus are peers in the sense of being formally equal, but only within departments are faculty members peers in the sense of sharing a body of experience. In this sense, all faculty members do not belong to the same profession; and there are as many professions on campus as there are disciplines. The department, as the home of the discipline, is the home of the academic professions. It is the unit within which members share a common language and interest. A peer relationship within the department is a major element of a professional workplace.

Peership within the department does not eliminate conflict between the concern of the bureaucratically structured higher administration and the professionally structured departmental faculty. Conflict is moved up within the hierarchy when the department head is more of a peer with other faculty members than their supervisor and administrator over them. In such cases, the department head

may become a spokesperson for the departmental faculty and not a representative of the administration. Conflict may move upward to the relationship between the head and dean or may be concentrated in the relationship between the union and the administrative office which deals directly with the union. As conflict moves upward, decision making will also move upward. This is one example of the general tendency of collective bargaining to move decision making upward within the administration.

Professional stature is not the only variable associated with high faculty power over the department head. Both a high student/faculty ratio and a longer period of unionization are associated with high faculty power in this area. Given that faculties generally gain power over time, greater power associated with longer organization may be expected. The high student/faculty ratio may have a number of consequences for collective bargaining which might aid a faculty in gaining power among which is the relative security of the faculty. These other structural variables are discussed in greater detail in the conclusion which follows these discussions of power in specific contract areas.

#### Summary of Findings About Faculty Power over the Department Chair

At most of the institutions examined here, contracts provide the departmental faculty with some power over their

department chair. This power is of three types: (1) shared membership in the bargaining unit, (2) faculty participation in the selection of the chair, and (3) faculty participation in the review of the chair. Department chairs are members of the bargaining unit at three of the nine institutions examined here, a figure similar to that for four-year colleges and universities in the U.S. as a whole (Johnstone 1981, p. 23). In the selection and review of department chairs, departmental faculty members share decisive authority with the administration according to two of the contracts of the nine Michigan institutions. The departmental faculty has an advisory role in selection of the chairs at three of the institutions and an advisory role in their review at four. The departmental faculty has no formal involvement in selection or review of the department chairs at three of the institutions. The faculty has no formal power over the department chairs according to any of these three measures of power at three institutions.

In the course of negotiating successive contracts following the original contract, faculty generally gained greater power over the department head. At institutions where department heads are members of the bargaining unit, more contract changes are made regarding faculty power over department heads than at institutions where department chairs are not members of the bargaining unit.



At institutions where a relative high percentage of faculty members hold the Ph.D. degree, the departmental faculties have relative greater power over the department head than at institutions where a lower percentage of faculty members hold the Ph.D. Professional stature is associated with power in this area.

Faculty power over the department head is also greater at institutions which have a higher student/faculty ratio and at institutions where the faculty have been organized for collective bargaining longer.

#### Comparison of Current Evaluation Procedures at the Nine Institutions

##### Introduction

Evaluation of professionals is characterized by two features: (1) peer review and (2) a definite end to the apprenticeship period after which evaluation is no longer regular nor comprehensive. In academia, peer review typically entails the departmental faculty developing criteria and procedures for evaluation of members of their department and conducting the evaluation and writing up a report. The bureaucratic hierarchical quality of academia often imposes upon peer review administrative review of departmental policies and assigns to an administrator the duty of discussing the evaluation with the evaluatee.

The second element of professionalism in evaluation, an end to the apprenticeship period, may be seen in the

curtailment of routine evaluation of performance once a faculty member has successfully completed the probationary period and has been tenured. A definite time limit to the probationary period assures that faculty members will not become, in fact, perpetual apprentices. Power in this area is an important element for a profession. Autonomy, the hallmark of a profession, requires an end to apprenticeship.

#### Peer Review

The nine institutions examined here have contractualized various degrees of faculty power in these evaluation procedures. The extent to which peer review is used is the criterion I will consider first. The three following questions are asked to determine the extent of peer involvement in evaluation.

- (1) Who develops the criteria and procedures used in evaluation of faculty members?
- (2) Who approves these?
- (3) Who conducts, reports and discusses with the evaluatee the results of the evaluation?

Among the contracts of the nine institutions there are a broad range of answers to these questions. In all of the contracts, at least general guidelines for evaluation of criteria are given, but the parties are allowed some latitude in operationalizing or otherwise adapting the general guidelines to the specific disciplines. The extent

of faculty and/or administrative authority to elaborate upon contractual criteria, approve the same, and conduct evaluation is given in Table 8.

Table 8. Peer Review in Evaluation

Type of Authority	Number of Institution with Each Type		
	develop criteria	approve criteria	conduct, report & discuss results
Faculty	5	1	0
Primarily faculty but with some administrative involvement	1	2	6
Shared	1	1	1
Primarily administrative but with some faculty involvement	0	1	0
Administrative	<u>2</u>	<u>4</u>	<u>2</u>
Totals	9	9	9

When the entire evaluation process is examined at each of the nine institutions, the institutions may be grouped according to the overall extent of faculty authority each has in the three steps. Five different patterns emerge in this analysis. They are discussed below in order of the extent to which they allow the faculty power, i.e., entail peer review. I begin with the pattern which allows the faculty the greatest power.

The combination which allows greatest peer authority is found at Oakland University. The steps are as follows:

- (1) The department establishes the criteria and procedures for evaluation.
- (2) Final authority to accept or reject a department's criteria and procedures rests with a committee of bargaining unit members.
- (3) Either the chair, who is a member of the bargaining unit, or a committee of departmental faculty conducts the evaluation using the department's criteria and procedures. The departmental faculty and chair may forward separate reports.

In the second pattern, similar procedures, but with greater administrative involvement, are used at three institutions: Saginaw Valley State College, Eastern Michigan University, and Central Michigan University. At

Saginaw Valley State College, a faculty evaluation team assumes responsibility for all three steps, but this committee is mutually selected by the administration and the faculty. At the other two, Eastern Michigan University and Central Michigan University, authority to approve criteria and procedures developed by the departments is shared through a bipartite committee of administrative and faculty members, part of whom are selected by the two institutions, departmental faculty conduct the evaluation and the department chair has responsibility to report and/or discuss this with the evaluatee. At Central Michigan University, the dean assumes major responsibility for this discussion.

The third pattern, seen at Wayne State University and Northern Michigan University, allows the departmental faculty to develop evaluation criteria and procedures. Approval of these is an administrative prerogative. The departmental faculty conducts the evaluation, but the department head appends separate comments to the evaluation report.

A fourth pattern is found at one institution, Western Michigan University. Here the departmental faculty develop and the administration has sole authority to approve departmental criteria and procedures, as in the above pattern, when the evaluation is either the department or Western may conduct additional evaluations for reasons other than review for tenure or similar decisions. When

departments conduct such additional evaluations, the departments must use the approved procedures.

The fifth pattern, which allows little or no faculty involvement, is found at two colleges, Lake Superior State College and Ferris State College. Here the administration has sole authority in all three steps with the one exception: at Lake Superior State College, the forms by which students evaluate faculty are to be approved by the departmental faculty by fall term. If the faculty fails to do so the department head selects the form to be used.

In assigning an over rank to each school, the three areas of faculty power were given equal weight. Ratings for faculty power were assigned to each institution for each of the three areas using the following system:

<u>Authority</u>	<u>rating</u>
sole faculty authority	5
primarily faculty authority but with some administrative involvement	4
primarily administrative authority but with some faculty involvement	2
sole administrative authority	1

When the ratings in the three areas are totaled for each institution, the nine institutions are ranked as shown in Table 9. The three measures of extent of peer review in evaluation are associated at the .05 level of probability using Kendall's coefficient of concordance.

Table 9. Faculty Power in Faculty Evaluation

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Ratings in Three Areas					
Institution	criteria development	criteria development	conduct & report evaluation	total	rank order
Oakland University	5	5	4	14	6
Saginaw Valley State College	4	4	4	12	5
Eastern Michigan University	5	3	4	12	5
Central Michigan University	5	3	4	12	5
Wayne State University	5	1	4	10	4
Northern Michigan University	5	1	3	7	3
Western Michigan University	3	1	3	7	3
Lake Superior State College	1	2	1	4	2
Ferris State College	1	1	1	3	1

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### The Apprenticeship Period

The second factor in faculty power in evaluation procedures examined here is the extent to which there is a definite end to the apprenticeship period. In this area faculty power takes the form of autonomy enjoyed by individual faculty members in their day-to-day work. The two criteria used to determine that the apprenticeship period has a definite end are: (1) a maximum number of years set for the apprenticeship, or probationary period, after which the faculty member must be granted tenure in order to be retained; and (2) the curtailment of routine evaluation of the faculty member when tenure is granted. There are two possibilities for the first criterion: there is or is not a contractually specified limit to the length of the probationary period. For criterion two there are three possibilities: no routine evaluation for tenured faculty member, less frequent routine evaluation for tenured than for probationary faculty member, and annual evaluation for tenured faculty members.

All but one of the nine institutions studied here have probationary periods with set maximum lengths. The maximums range from seven to five years. Seven years, the mode, is given in four of the eight contracts which have any maximum probationary period. This is similar to the finding of a national-based study wherein 64% of the institutions had a maximum probationary period of seven years (Johnstone

1981, p.37). At most of the institutions the maximum length of the probationary period varies with the faculty member's rank, those with higher rank having the shortest probationary periods. Full professors, for example, typically have a maximum probationary period of one or two years.

The extent to which evaluation is curtailed upon granting of tenure varies. The greatest autonomy is found at three of the institutions. At these, evaluation is mentioned in the contracts only in the context of review and recommendation for particular employment decisions, such as reappointment of probationary faculty members, granting of tenure, or promotion. Three other institutions have contractualized procedures allowing less autonomy in which annual evaluation is not required for tenured faculty members, but they are evaluated every three years or so. At the three remaining institutions, all faculty members, whether tenured or probationary, are evaluated every year. This procedure allows the least autonomy for tenured faculty members.

In order to rank the nine institutions according to these two criteria which make up the composite measures for autonomy, each is rated on the two parts of this variable as given below:

<u>criteria</u>	<u>rating</u>
Set probationary period:	
no time limit	1
definite time limit	2
Evaluation of tenured faculty:	
annually	1
periodically, but less frequently than annually	2
not on a regular basis	3

The two ratings are combined for each institution and the institutions ranked according to their total rating as shown in Table 10.

Table 10. End to Apprenticeship

Institution	Rating Assigned		Total rating	Rank order
	Apprenticeship set probationary period	Evaluation of tenured faculty		
Oakland University	2	3	5	4
Wayne State University	2	3	5	4
Saginaw Valley State College	2	3	5	4
Central Michigan University	2	2	4	3
Western Michigan University	2	2	4	3
Eastern Michigan University	2	2	4	3
Northern Michigan University	2	1	3	2
Lake Superior State College	2	1	3	2
Ferris State College	1	1	2	1

Using Kendall's coefficient of concordance. Table 11 give the rank order of the nine institutions based on their total rankings on each of the three separate elements of evaluation. Rankings of each rather than ratings are added in order to give equal weight to each of the three measures.

Table 11. Overall Faculty Power in Faculty Evaluation

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Institution	Rank Order
Oakland University	8
Saginaw Valley State College	7
Eastern Michigan University	6
Central Michigan University	6
Wayne State University	5
Northern Michigan University	4
Western Michigan University	3
Lake Superior State College	2
Ferris State College	1

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Evaluation and Associated Professional  
and Bureaucratic Variables

Faculty power in evaluation is directly related to the percentage of faculty members holding the Ph.D. However, these two variables are associated at the .011 level using Spearman's rank order correlation coefficient. Faculty power in evaluation is not significantly related to the other measure of professional stature of the faculty, the status of the type of institution.

Faculty power in this area is not associated with variables influencing bureaucratic responsibilities of administrators: student/faculty ratio, size of institution, enrollment growth, or experience of layoff or reduction of faculty.

Characteristics of union organization were not found to be associated with faculty power. These include status of agent, days out on strike and number of years organized. Although no association was found between current faculty power in evaluation and the number of years organized, in the analysis of change, greater gains in power characterize faculties which have been organized for collective bargaining longer. Overall faculty gains and number of years organized are positively associated at the .022 level using Spearman's rank order correlation coefficient. To further investigate this, changes in evaluation and tenure

provisions were examined. Table 12 shows the percentages of faculty gains among these changes.

Table 12. Gains in Evaluation and Tenure

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Institution	Percentage of Changes which were Faculty Gains
Ferris State College	67%
Lake Superior State College	100
Northern Michigan University	44
Eastern Michigan University	40
Western Michigan University	29
Central Michigan University	100
Saginaw Valley State College	80
Wayne State University	100
Oakland University	33

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The above changes constitute 13% of the total changes made in all contract areas. Among the nine institutions the average percentage of faculty gains in evaluation and tenure provisions is 62%. This is somewhat less than the average percentage of 68% faculty gains among all changes in contract provisions.

The extent to which a faculty has gained power in evaluation and tenure is not related to the faculty's professional stature measured either as percentage of

faculty members holding the Ph.D. nor stature of type of institution. Further, faculty gain in evaluation and tenure provisions is not associated with current power in evaluation nor with the total number of years organized. However, percent of Ph.D.'s and current power in evaluation are positively associated. It appears that faculties which have the higher percentages of Ph.D.'s did not gain their greater power in evaluation through successive contract negotiations, but secured this greater power in their initial contracts.

Adverse conditions, such as enrollment stagnation or shrinkage and layoff or faculty reductions, are not associated with faculty power in evaluation. Apparently faculties with greater professional credentials, i.e. high percentage of members with a Ph.D., are able to retain their professional prerogatives to evaluate one another and have a limit to their apprenticeship period even in the face of adverse conditions. Faculties with a high percentage of members with a Ph.D. degree are not free from threats of enrollment declines or layoffs or reductions. There is no association between these variables and percentage of Ph.D.'s.

It may be, as theory suggests, that evaluation is a key professional prerogative and as such is more directly related to professional stature than other areas of faculty power. It may also be the case that an administration



allows a faculty to retain whatever involvement it may have secured in evaluation during the negotiation of the original contract because the administration may have other methods of securing the flexibility it believes it needs to manage the institution. These other methods may include administrative control over allocation of funds, granting of tenure, determining curriculum and scheduling of courses.

### Conclusions

Two aspects of evaluation are examined here: peer evaluation of faculty and the ending of the apprenticeship period. Faculty members typically serve at the beginning of their careers. Most faculties enjoy some power in these areas. A few have little or no power.

Faculty power in peer evaluation is measured as authority or influence of departmental faculty in three steps of the process of faculty evaluation: developing criteria, approving criteria and conducting and reporting the results of the evaluation. In criteria development, at seven of the nine institutions, the faculty has decisive authority or shares authority equally with the administration. At two of the institutions, the faculty has no power whatever in this area. Decisive or shared faculty authority to approve criteria is characteristic of the contracts of four of the institutions; in one the faculty has a minor role; and in four no faculty power is provided

in this area. The faculty has either decisive or shared authority to conduct and report the results of evaluation at seven of the institutions and has no involvement at all at two. Looking at faculty power across all three areas at each institution, one can see that the faculty has decisive or equally shared authority in all three areas at four of the institutions, decisive or equally shared authority in two of the three areas at three; and little or no power in any of the three areas at two of the institutions.

The second aspect of faculty power examined here is the end to the apprenticeship (or probationary) period. The two measures of this end are (1) contractual limitation to the length of the probationary period and (2) relative freedom from routine evaluation for tenured faculty members. The probationary period has a specified maximum time limit at all but one of the institutions. Once tenured, faculty members are evaluated annually at three of the institutions; less frequently but periodically at three of the institutions; and only for some specific purpose, such as consideration for promotion, at three of the institutions. Taking these two aspects into consideration, we can conclude that the apprenticeship period truly ends for faculty at only three of the institutions examined.

Overall in evaluation three institutions have procedures granting the faculty considerable power and autonomy. At only one institution is there an absence of

peer evaluation and minimal autonomy according to the measures used here.

Power in this area is directly associated with the percentage of faculty members holding the Ph.D. This finding supports the general hypothesis that professional stature enhances the power a group has in the workplace. Professional stature appears to be an over-riding influence in securing power in this area. There is an absence of association between high faculty power in evaluation and any of the other variables which have been proposed as alternative explanations to professional stature for faculty power. This appears to be a key area of power for a profession.

#### Faculty Power in Tenure Decisions at the Nine Institutions

##### Introduction

Discussions about tenure produce a broad spectrum of opinions about the nature of man. A more cynical view about faculty holds that tenure provides job security which allows faculty members to rest on their laurels and be unproductive. Negative views of administrators state that tenure is necessary to protect faculty members against the politically motivated harassment of faculty members by authoritarian administrator.

The concept of tenure was developed with an eye to this latter possibility. Free speech, necessary to the advancement of understanding, was to be protected by the job security provided by tenure. Protection of intellectuals holding unpopular ideas was seen as necessary to the expansion of knowledge believed to underlie progress.

Customs developed in pursuit of this goal have given rise to some immediate and practical concerns. Faculty members commonly believe they should have some role in deciding whether or not a probationary faculty member is qualified to join their ranks. They argue that only those schooled in their discipline are qualified to make such decisions. Administrators argue that tenure decisions are, in fact, fiscal decisions because they entail long term commitment to retain particular employees. Provisions examined here reflect both of these concerns as well as continued awareness of the original purpose of tenure, protecting academic freedom.

The variations in contract provisions for tenure procedures among the nine institutions are described below. The relationship between faculty power and other institutional variables is discussed. Particular concerns of informants about tenuring-in and the associated fear of erosion of tenure are summarized.

Measuring Faculty Power in Tenure Decisions

Faculty involvement in recommending the granting of tenure varies greatly among the nine schools examined in this study. At all nine institutions, the boards have formal authority to grant tenure. But this authority may be restricted contractually by the right of a faculty to recommend tenure, limitations on conditions under which the administration may deny tenure, and/or the faculty's right to appeal administrative denial to arbitration or a collegial review board which has authority to grant tenure. Through these various types of provisions, faculty authority may range from very little to effective control over who becomes tenured.

When these factors are taken into account in examining the contracts at the nine institutions, four levels of faculty influence emerge. These four categories are arranged below according to relative faculty influence, beginning with those institutions whose provisions allow the greatest faculty influence.

Greatest Faculty Authority

- (1) Effective faculty recommendation with extensive restrictions on administrative authority to overturn faculty recommendations.
- (2) Shared recommendation, administrative decision with strong checks on administrative authority.

(3) Shared recommendation, administrative decision with weak checks on administrative authority.

(4) Sole administrative authority.

Greatest Administrative Authority

Effective Faculty Recommendation with  
Extensive Constraints on Administrative  
Overtake of Faculty Recommendation

At three of the institutions, departmental faculties have great influence in tenure decisions (Eastern Michigan University, Ferris State College, and Central Michigan University). Contractual provisions vary among the three, as described below.

According to an arbitration award, the contract of one of these institutions, Eastern Michigan University, requires that the departmental recommendation be given great weight. The arbitration award further stipulates that the subsequent administrative review and recommendation cannot begin "de novo," but must be based upon the departmental review and report, so long as the department followed the contractual guidelines in its review. Informants interpret this to mean that the departmental faculty have decisive authority to grant tenure. However, in the subsequent contracts, evaluation criteria were made more rigorous by requiring that a faculty member produce original work to be advanced. It would appear that should a department

recommend for tenure a faculty member who had not met this requirement, the administration could overturn such a recommendation without violating the contract as interpreted by the arbitration award. Among informants two explanations are given for the new criterion. Some believe it is an attempt to encourage scholarship and enhance the faculty's and institution's stature. Others claim it is an attempt by the administration to regain control over tenure. At this writing, the consequences of the new criterion for faculty influence in tenure decisions are not clear.

At the second institution in this category, Ferris State College, two contract provisions give the faculty great influence over tenure decisions. First, the departmental faculty has the responsibility for recommending faculty members for tenure and prepares a list of those to recommend which is sent to the President by way of the appropriate dean and the vice-president for academic affairs. The President must grant tenure to those recommended for tenure. The language has not been subjected to clear arbitration interpretation but would, on the surface, appear to make reversal of the departmental recommendation difficult. The second, related contractual provision permits probationary faculty members who have served for three years or more to appeal denial of reappointment by the administration to a collegial review board which has a faculty majority. This board has

authority to overturn such denials and reappoint the member. So far, this board has used the just cause standard which applies to termination of tenured faculty in their decisions, thus probationary faculty members acquire, after three years, tenure-like status in this regard. According to informants, when taken together these two provisions give faculty effective control over retention of faculty members who have served three or more years.

At the third institution, Central Michigan University, the influence of the faculty in tenure decisions is greatest among the nine institutions examined here. At both the beginning and the end of the process of tenure granting, the faculty has a strong role. Priority of the departmental faculty's recommendation is explicit. In a number of places the contract states that the departmental faculty have the primary responsibility and are the most qualified, as peers, to make judgments in employment decisions. The department recommendation is forwarded successively to the chair of the department (a bargaining unit member), the dean, the Provost, and the Board. In the final stage, review of denials, the faculty again has a strong role. Grievance of a denial of tenure may follow one of two possible routes. Grievance alleging procedural errors may be taken to arbitration, but the arbitrator is limited to comments on procedure. The arbitrator cannot grant tenure. The second route allows procedural or other



alleged violations to be heard by a review committee of bargaining unit members chosen at random. This body's authority to grant tenure is limited by only one restriction. When overturning denial of a recommendation for tenure, the Provost's projections for the number of tenured members within any department cannot be exceeded unless the committee has the administration's permission to do so.

Shared recommendation and administrative decision with strong checks on administrative authority. In comparison with the institutions in the prior category, wherein faculties have great influence in tenure decisions, the faculties enjoy less at the three institutions which fall within this category: Oakland University, Saginaw Valley State College, and Northern Michigan University. At these institutions, the faculty and various administrators recommend and the administration grants tenure. There are a number of checks on administrative authority.

At two of these institutions, Saginaw Valley State College and Northern Michigan University, recommendation begins with a review and a report by a faculty committee. The department head may attach comments. At the third institution, Oakland University, the contract provides that the department chair (a member of the bargaining unit) conduct a review according to departmental procedures using

departmental criteria. Informants report that these departmental procedures may, in fact, involve review by a faculty committee. The chair and the department may forward separate recommendations. At all three institutions, after the deans review the departments' recommendations and also make their own, the faculty is again involved. At two of the institutions, Oakland University and Northern Michigan University, a faculty committee reviews and makes tenure recommendations at the school level and another faculty committee does so at the university level. At the third, and smaller, institution, Saginaw Valley State College, one committee, a predominantly faculty, institution-wide committee, reviews and makes recommendations at this stage.

Various stipulations limit administrative authority at these three institutions. The deans and the provost may overturn the recommendations of faculty committees only for serious and compelling reasons at Northern Michigan University. At Saginaw Valley State College faculty influence is increased by a provision which gives pre-tenure status to probationary faculty members who have been reappointed to their fourth year. Prior to the fourth year, a probationary faculty member may appeal only to the Board of Control when the administration has decided not to reappoint the faculty member recommended for reappointment by the collegial committee. Pre-tenure faculty members in the same circumstance may appeal to a collegial commission

which has final authority and which is composed of two appointees each of the administration and the faculty together with a fifth member who is an arbitrator or other mutually agreed upon member. In this manner, the pre-tenure status extends the faculty's influence over the progression of a faculty member toward tenure and, conversely, reduces administrative authority to deny reappointment to faculty members once they have been reappointed for a fourth year. At all three institutions, administrative denial of tenure may be overturned through grievance procedures. At two, Saginaw Valley State College and Oakland University, committees composed of equal number of faculty and administrative members together with a mutually acceptable third party review appeals and may reverse tenure denial. At Northern Michigan University arbitration provisions do not preclude the over-ruling of tenure denial by the arbitrator. These various provisions limit the administration's authority to deny tenure, the granting of which is otherwise an administrative decision.

Shared recommendation and administration decision with weak checks on administrative authority. At two universities, Western Michigan University and Wayne State University, the faculty and administration both participate in the process of recommending tenure, but upper level

administrators' discretion in denying or granting tenure is relatively unlimited.

At both, the process begins when the departmental faculty does a review and prepares a recommendation. At Western Michigan University, however, almost half of the departments' by-laws have not yet been approved by the administration. Absent this approval, the otherwise contractually enforceable faculty involvement occurs only at the administration's discretion.

The department's recommendations follow similar paths at the two institutions: from the departmental faculty to department head to dean to higher administration. Western Michigan University has a school-level, predominately faculty committee which reviews recommendations for tenure.

Limitations to administrative authority are not substantial. Upper level administrators may be requested to grant a conference to a member denied tenure, give reasons in writing for such a denial, or consult with a faculty committee before deciding to deny tenure. At both universities, the faculty may grieve only instances of alleged procedural violation. Arbitrators do not have authority to grant tenure but only to remand the decision back whatever stage of the process is found to have violated procedural requirements.

Sole administrative authority. At only one institution does the faculty have no role in recommending faculty members for tenure, Lake Superior State College. Here the department heads, who are administrators, perform annual evaluations and make recommendations for tenure to the vice-president for academic affairs. The administration has sole discretion to grant or deny tenure. Dismissal will result if the faculty member is denied tenure after completing the maximum allowed number of years as a probationary faculty member. Such a dismissal is not grievable. At no point in the process does the faculty have any formal influence and at no point is the authority of the administration to exercise its discretion specifically limited by the contract. In an award, an arbitrator reinstated a dismissed faculty member and determined that the faculty member was de facto tenured, having been retained for longer than the maximum allowable probationary period. With this one exception, the authority of the administration to grant or deny tenure has not been challenged.

The distribution of institutions according to the extent of faculty influence and administrative authority in tenure decisions is summarized in Table 13.

Table 13. Faculty and Administrative Authority in Tenure Decisions.

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Authority	Number of Institutions
Effective faculty recommendation	3
Shared recommendation, administrative decision with strong checks	3
Shared recommendation, administrative decisions with weak checks	2
Sole administrative authority	1
Total	9

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#### Tenure and Institutional and Faculty Variables

There are no significant relationships between faculty power and the professional stature of the faculty whether stature is measured as the percentage of Ph.D. holding faculty members or as stature of the type of institution.

In fact, faculty power in tenure decisions is not significantly related to any of the variables examined here. The association found among other areas of faculty power and such institutional and faculty variables as number of years organized, prestige of agent and student/faculty ratio are not found here. There may be a positive relationship

between faculty power in tenure and the number of years the faculty has been organized for collective bargaining. The test of association between these two variables, Spearman's rank order correlation, produced a probability of .097. Perhaps whatever relationship there may be, if any, between years organized and faculty power in tenure is attenuated by some third, unknown variable.

Faculty power in tenure decisions does not appear to vary with faculty power in the related area of evaluation nor with the power of the faculty over the department head. Perhaps power in tenure decisions is better explained through the bureaucratic model than the professional model. Tenure decisions, entailing as they do the long term commitment of the institution to the member tenured, may be regarded as fiscal decision under the authority of the administration rather than professional decision best made by the faculty about the preparedness of a particular faculty member to end the probationary period and become a full-fledged member of the profession. If this is the case, we would not expect faculty power in tenure decisions to vary with faculty power in other areas which are more clearly within the realm of professional faculty authority. Nor would we expect faculty power in tenure to vary with the professional stature of the faculty. These expectations are fulfilled in the findings of this study.

Tenuring-in

When negotiating contract provisions which determine the relative authority of the two parties to deny or grant tenure, a major administrative concern is the possibility that all or most of a faculty within a particular discipline may become tenured. If this occurs, the administration is limited in its ability to shift resources away from the tenured-in discipline in response to the vicissitudes of funding, student enrollment, and programmatic changes. Were there abundant funding, the administration could carry an over-staffed department with little consequence for the institution as a whole. With scarce funds, however, the administration may find itself unable to expand programs which are growing in popularity among students. Hence the overall efficiency of the institution may be reduced by tenuring-in of some of its disciplines.

Contract provisions. A number of contract provisions directly or indirectly address tenuring-in. Among these are use of various types of non-tenure track faculty members, unlimited length of probation period, tenure quotas, and also provisions which make denial of tenure an administrative prerogative and prevent the faculty from overriding such denial through arbitration or appeal procedures.



The general pattern of increased use of types of non-tenured faculty members observed elsewhere is also occurring among the Michigan institutions examined in this study. Contracts reflect the change. In some cases faculties have bargained for protection against excessive use of such faculty members; elsewhere administrations have secured greater authority to make such appointments. Increased use of temporary faculty is reported at a few of these institutions. At Saginaw Valley State College, association approval is now required for renewal of such appointments beyond the initial one- or two-year term.

Increased use of part-time faculty members, reported at a number of schools, is facilitated at Lake Superior State College by reduction in the faculty's role in approval of part-time appointees. At Saginaw Valley State College, an earlier contract provision has been dropped which set a maximum for the ratio of part- to full-time faculty.

Use of full-time, nontenure-track faculty members, sometimes called "lecturers" or "term appointees", is reportedly increasing at least four of the nine institutions, according to informants' reports. Conditions under which the administration may make such appointments have been increased at Eastern Michigan University. Elsewhere administrative freedom to make such appointments has been increased by eliminating the right of faculty to participate in setting the conditions of employment for new

hires. Increased use of lecturers at Wayne State University caused the faculty to bargain successfully to have lecturers added to the bargaining unit.

An indefinite probationary time period gives an administration more flexibility in staffing. Since their original contracts, two institutions have made changes in this condition of employment. Saginaw Valley State College added a maximum time limit to a previously unlimited probationary period. Ferris State College dropped the maximum time period, making the probationary period indefinite. Currently probationary periods have maximum lengths at all institutions except Ferris State College.

Tenure quotas are mentioned in the contracts of three institutions. In Central Michigan University's contract the Provost makes projections of the number of tenured faculty members needed in each department in the coming year. A faculty review committee, which may otherwise override administrative denial of tenure, may not do so if its granting of tenure causes the Provost's projections to be exceeded. At the other two institutions, Wayne State University and Central Michigan University, the contract forbids the establishment of tenure quotas.

At a number of the institutions, the contracts give the administrations the prerogative to grant tenure and, further, preclude the granting of tenure through either default, arbitration or collegial committee review of

appeals. Western Michigan University explicitly disallows tenure through default. Lake Superior State College does not allow dismissal due to tenure denial to be grieved. Wayne State University and Western Michigan University do not allow an arbitrator to grant tenure. At Central Michigan University and Western Michigan University the contracts explicitly provide that the administrations may take into account departmental needs in deciding whether or not to grant tenure.

Administrative flexibility in staffing was increased at Western Michigan University by dropping the provision which had previously set a maximum for the ratio of students to faculty. Faculty have secured some contractual protection against greater administrative use of these new patterns of staffing, in addition to those mentioned above. At Central Michigan University, added is the provision that bargaining unit members cannot be displaced by non-bargaining unit employees. Oakland University's contract recognizes the administration's right to use taped or otherwise reproduced instruction but expresses the intent of both parties to address in more detail the conditions of employment entailed in such use. The possibility that administrative personnel may move into faculty positions if cost-cutting measures should result in reduction of administrative positions has been addressed in new provisions in two contracts. Provisions requiring faculty

review or concurrence in such decisions address concerns about qualifications of the transferee and possible displacement of current faculty members.

Underlying issues. In the above various ways, contracts reflect the current concern of both administrators and faculties with the issues surrounding tenuring-in of faculty. The extent to which the administration's fear of tenuring-in justifies these changes is sometimes questioned by faculty members. Measures to prevent tenuring-in often weaken tenure. Informants who are faculty members expressed concerns that the weakening of tenure might: (1) erode academic freedom; (2) create job insecurity for faculty members and difficulty in their working effectively toward career goals; (3) attenuate the traditional connection between satisfactory performance and retention; (4) create a second-class category composed of the non-tenure track faculty members; (5) lead to the administrations' use of techniques intended to prevent tenuring-in as subterfuges for giving the administration greater ability to alter the programs or the mission of the institution without collegial involvement of the faculty. Each of these fears is discussed below.

The market for jobs is most competitive for faculty members in those disciplines for which tenuring-in is most probable. Probationary faculty in these disciplines can no

longer expect that demonstrated competence will automatically guarantee a secure position. One of the consequences is escalation of requirements in the competitive areas. Another may be a reduced connection between performance and reward when there are insufficient positions for persons with very good qualifications. That cynicism may replace scholarly enthusiasm and persons with high potential may be discouraged from entering certain areas is one of the concerns expressed by some faculty informants.

To provide the administration with flexibility, use of various types of non-tenure track instructors has increased. During the earlier decades of growth in enrollment, administrators were more willing to add tenure-track probationary faculty as needed. Use of non-tenure track instructors tended to be for particular short-term needs or when qualified candidates were not available to fill regular positions. These patterns of use of non-tenure track instructors continue today, but some observers note an additional pattern emerging. In anticipation of falling enrollments, any opening for a faculty position in an area which is not growing may be regarded as temporary. As a consequence, increasing proportions of routine year-to-year instruction are being handled by various types of non-tenure track faculty members, according to faculty and administrative informants at a number of the institutions

studied here. This staffing pattern does increase administration's options when responding to shifts in enrollments among programs and increases the ease with which the administrations may shift the mission of their institutions. A further advantage for administrations is the lower pay of the non-tenure track types of faculty members.

Some faculty informants also pointed out that persons hired year-by-year in non-tenured track positions may constitute a docile element who may be unwilling to stand up for faculty interests in the face of controversy between the administration and faculty. Final authority to rehire such faculty members or to shift them to tenured-track positions typically rests with the administration. Given the insecurity of their positions, such faculty members would be expected to avoid confrontation with administrators. The burden of representing faculty interests then falls more heavily upon the shoulders of the tenured faculty.

Finally, some faculty mention fear that increasing use of the various non-tenure track faculty members may serve other administrative purposes than simply providing flexibility in responding to funding and enrollment uncertainties. Growing administrative familiarity with this pattern of staffing and increasing contractual freedom to use it facilitate the shift toward university-as-business-enterprise which has been noted by some observers.

Increasing interconnections between business and education as well as increasing competition for students have together led to the adoption of some marketplace perspectives by higher education administrations. Students have come to be regarded as customers and programs of study a product to be marketed. Some faculty informants expressed the fear that program offerings will be determined by the whim of the high school graduates acting on their perceptions of future job market opportunities. Some members of the college community might welcome introduction of marketplace thinking as increasing the rationality of the structure or making the university more directly responsive to the business community. Others see the change as a resignation by educators from their responsibility to use their expertise to help define education. Another criticism made of this pattern of a shift toward education-for-jobs is that it fails to recognize the other goals of higher education, such as helping students develop their intellectual potential and producing a competent electorate. Various of these sentiments were expressed by faculty informants who feared that non-tenure track instructors will increasingly be used to allow administrators to easily shift programs to meet anticipated marketplace demands without adequate involvement of the larger college community in such decisions.

These various fears of faculty about allowing the administration greater flexibility in responding to

tenuring-in have led to some contractual provisions restraining administration in exercise of this flexibility, as discussed above. Other areas of the contracts also influence the ability of the administration to respond to tenuring-in, such as layoff and recall, which are discussed in a subsequent section of this analysis.

This study confirms that some of the concerns expressed by faculty about tenure have some substance. Percent of faculty tenured is negatively associated with faculty power. It may be that tenuring-in causes administrative concern and unwillingness to share authority with the faculty, as predicted in the background chapter. In the comparison of current power, in only one area of decision-making is faculty power associated with percent tenured: at the institutions with the highest percent of faculty tenured the faculties have the least power in selection of department heads. Other factors have a mitigating effect on the influence of proportion tenured and current power.

### Summary

Three aspects of tenure decisions make up the measure of faculty power in this area. These are (1) faculty rights to recommend persons for tenure, (2) limitations on administrative authority to overturn these faculty



recommendations, and (3) faculty rights to grieve denial of tenure.

At three of the institutions, the faculty effectively determines who is tenured. At one the faculty has no involvement at all in this decision. At the remaining five institutions, the faculties' power lies between these extremes.

Current faculty power in tenure decisions is not clearly associated with any of the other characteristics of faculties, institutions, or union organization examined here. Notably, the professional stature of the faculty is not associated with faculty power in this area. Perhaps because of the monetary implications of tenure decisions, the fiscal authority of an administration overrides authority based on the professional expertise of faculty in this decision-making area.

Both administrative and faculty informants expressed fears and concerns about changes in tenure. The administrative informants spoke of tenuring-in and its implications for administrative flexibility. The faculty informants feared that administrations would erode tenure; with negative consequences for scholarship, instruction, and collegiality. Both parties' fears appear to have some basis. The proportion of faculty members tenured is negatively associated with some aspects of power studied here.

Layoff and Recall: Comparisons of Current Contract  
Provisions at the Nine Institutions

Introduction

Four separate measures are used to compare faculty power in layoff and recall. These four are: (1) contractual limitations on the conditions under which an administration may layoff a faculty member, (2) extent of contractual provision for involvement of the faculty in layoff and recall decisions, (3) limitations on administrative authority to determine the layoff order, and (4) the rights of faculty members in recall procedures.

A number of issues arise in the negotiation of layoff and recall, and various circumstances may increase the conflict entailed in negotiation of provisions in these four areas of decision-making. The most important recent such circumstances in Michigan are the financial and funding problems which many of the Michigan colleges and universities experienced in the 1970's and 1980's.

These have caused layoff and recall provisions to receive increased attention. At institutions where faculties had organized in the earlier period of optimism born of rapidly growing enrollments and abundant funding, often brief consideration was given to layoff and recall provisions in the earlier contracts. When the possibility of layoff became less remote and sometimes immediate, these

earlier provisions were revised. Threat of layoff is the consequence of general economic decline, altered priorities and falling enrollments which have combined to cause the current crisis in higher education. Enrollment decreases following shrinkage in the size of the college age cohort are predicted to continue until about 1994. Some predict that we will need 26,000 fewer professors between 1983 and 1986 and 45,000 fewer between 1986 and 1996 (Franke 1983, p. 67). Attrition will probably be adequate to meet the later reduction, but probably not the earlier one. Such predictions are based, of course, on assumptions about the student/faculty ratio. What the student/faculty ratio has been or should be depends upon a number of beliefs and conditions. The ratio of faculty to students has varied over the past few decades by sometimes as much as 50% (Ginsberg 1983, p. 59). The current need for professors is based on standards developed during the prior decades when large classes and appropriate techniques for such classes became routine. These standards could conceivably change today to reflect the greater professorial resources available. They have not, in part, due to the other factors in the higher education crisis: shortages of funding and changed priorities.

The current decade has been described as the "toughest years." The worst years since the 1930's depression for both the country and for higher education

(Gray 1983, p. 36). Among the consequences of the general economic decline for education are a decline in federal support to students, inability of many states to make up the difference, resultant increases in tuition, and relatively high inflation for labor-intensive enterprises such as education (Ginsberg 1983, p. 46). On the average, personnel make up 60% of the total budget of four-year colleges and universities, and faculty salaries are 25% of the total budget (Franke 1983, p. 60). Although decreases in state funding, not actual enrollment shortages, are more often the cause in budget crises in colleges and universities in 1982 and 1983, anticipated enrollment shortages based on demographic data led some institutions to consider reduction of faculty (Mingle 1983, p. 8). Where this cannot be accomplished by attrition, non-reappointment of probationary faculty members may suffice. The final step in reduction, layoff of tenured faculty members, may follow; but fear of it looms much larger than experience can justify. Nationally, the number of tenured faculty dismissed due to financial exigency or program reduction is "extremely small" (Mingle 1983, p. 9).

In Michigan, as in the Midwest and Northeast in general, shortages in both enrollment and funding have been more common and more severe than elsewhere in the nation (Carlson 1983, p. 112). Among the nine Michigan colleges and universities included in this study, enrollments during

the 1960's increased, on the average, at the rate of 7.2% per year (Michigan Department of Education HEGIS Report 1960-1983). The rate declined in the 1970's to 1.2%. In the early 1980's growth became shrinkage, at the rate of 2.3% decrease per year. With each successive decade from 1960 to 1983, the Michigan institutions studied here more frequently experienced "bad" years for enrollment, years in which there was no growth or a decline in enrollment. During the years of the 1960's, the number of institutions experiencing bad years was 7% on the average any year; in the 1970's, 3% and in the 1980's, 6.3%.

The enrollment pattern at the nine institutions examined here is similar to that of public and private higher education institutions in Michigan in general. On the average, Michigan higher education institutions experienced enrollment increases of 9.3% during the latter part of the 1960's; the institutions studied here had a 7% growth rate (Milliken 1982, p. 148). During the 1970's, the rate for Michigan as a whole was 3.4%; for the nine institutions, 3.54%. During 1980, the overall Michigan rate was negative 7%, the nine institutions, a negative 3%.

Financial problems, often in addition to enrollment problems, have also caused layoff to become a real possibility on many campuses. The decline of the auto industry; which has reduced public revenue, increased unemployment and caused increases in tuition rates; has

intensified the higher education crisis in Michigan. Budget uncertainties and executive-ordered reduction of state funds to higher education institutions together with stagnant or declining enrollments have led some institutions to reconsider their program offerings and even the institution's mission. Some specialize by strengthening one or more major programs and neglecting programs which are marginal within their institution (Mingle 1983, p. 10). Layoff may be entailed in reducing the least important programs. Similarly, at the state level, the legislature has created a panel to examine the roles and programs of the state's 15 public four-year institutions and 29 community colleges for the purpose of increasing efficiency (Detroit Free Press 1983, p. 10). Specialization is among the panel's recommendations. While these written plans have been formulated, rumors, yet unfounded, of possible closure of some institutions have been circulating in Michigan for a number of years.

During this period of fear and uncertainty, most of the nine institutions examined here have initiated layoffs or reductions. Only one, the most recently founded, Saginaw Valley State College, has had no experience with layoff or similar reduction in force.

Two of the institutions had an actual or an attempted layoff involving non-reappointment of only one probationary faculty member at each of the institutions. Challenge

through arbitration prevented the layoff at one institution and resulted in reinstatement of the probationary employee with back pay when the Association established that there was adequate work for the faculty member. At the other institution, the non-reappointment was categorized as a layoff when inadequacies of the faculty member are not the cause. These two cases are technically layoffs, but do not involve the conditions typically part of a layoff; financial difficulties, program changes or enrollment declines. Most accurately these might be regarded as simple non-reappointments.

At the remaining six institutions, reductions in force or layoffs were attempted of at least a few to as many as 59 faculty members. At one of the six, Eastern Michigan University, the administration's attempt failed due to inability to demonstrate financial exigency in the face of challenge. At the remaining five institutions, reductions in force or layoffs occurred involving both tenured and non-tenured faculty members in three of the instances and only non-tenured at the other two. Program revisions were involved in three cases and financial problems were given in the other two. Most or all of the faculty members who were notified of layoff were retained through rescinded notification of layoff or through placement in another position at three of the five institutions. This was the second threat of layoff at one of these institutions where

several years earlier a layoff based on over ratio was initiated but then dropped due to confusion about calculation of the student-faculty ratio.

Given in Table 14 are layoff or reduction in force experiences of the nine institutions and the proportion of recent years with zero or negative enrollment change.

Table 14. Experience of Layoff

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Experience with layoff or reduction in force	Institution	Percent of the last 23 years with zero or negative enrollment change
No experience	Saginaw Valley State College	9%
Non-reappointment of one probationary faculty member attempted under the layoff provisions	Central Michigan University Lake Superior State College	24%
Layoff attempted but prevented due to challenge grounds of financial exigency	Eastern Michigan University	30%
Layoff or reduction in force based on program revisions	Ferris State College Oakland University Western Michigan University	22%
Layoff or reduction due to financial problems	Northern Michigan University Wayne State University	48%

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The proportion of "bad" years, when enrollment decreased or stayed the same, varies considerably among the institutions. Those institutions which attempted and those which carried out layoffs based on financial problems had disproportionately more bad years, as might be expected. Institutions which notified faculty or layoff due to program changes did not have any more than the average number of bad years. The fewest bad years were experienced by the college where no layoffs were attempted.

Issues underlying negotiation of layoff and recall provisions are discussed below. The types of provisions which address these issues are discussed next. Finally, the contract of the nine Michigan institutions are ranked on the basis of faculty authority and individual rights in layoff and recall provisions.

#### Issues in Retrenchment

Job security versus the financial soundness of the institution are the most frequently voiced issues in layoff (Gray 1983, p. 42). These underlie many debates and actions, but are not the only nor the major issues in some cases. In addition to financial problems, basis of layoff actions among the institutions studied here included program revision, non-reappointment of a single faculty member, and student/faculty ratio. In these cases, academic issues such as shared governance in determining the mission of the

institution, teaching conditions and academic freedom may be central concerns.

Flexibility desired by the administration includes power to do more than simply steer the institution away from impending financial disaster. Financial catastrophe is frequently cited to support administration's claim to the right to power because it dramatizes the ultimate responsibility, in a business society, of the administration to the public. Financial accountability is clearly the domain of the administration, not the faculty, and so it provides the administration's strongest claim to authority. But other aspects of the institution are involved in layoff.

Layoffs sometimes entail program revisions. In a financial crisis, program revisions may prevent financial ruin. In order to avoid future budget shortages, an administration may use program revision. In either case, the mission of the institution is affected, although it may have been a secondary consideration. Whether altering the mission is the primary purpose or a regrettable side effect of the action is a major question because the answer may decide the extent to which the administration must allow the faculty to participate in the decision-making. A faculty traditionally is involved in academic decisions. The faculty may more convincingly claim an advisory role in decisions about the academic programs than fiscal soundness of the institution. Whether program revision is the purpose

or a side effect also touches upon the priority given to job protection. From a faculty members' perspective, sacrificing faculty jobs may be justified if necessary to save the institution, but not if it is the result of "tinkering" with the curriculum.

Contract provisions which address these issues include enumeration of conditions under which layoff may occur. These conditions may be many or few, and may be narrowly or broadly defined. Administrative authority is enhanced by many, broadly defined conditions. A faculty generally prefers to limit layoff conditions to a demonstrable financial exigency and to require that the administration give information to the Association justifying the layoff, allow time for it to be examined and provide a forum for the administration and Association to discuss the grounds and alternatives. When enrollment is a condition of layoff, a faculty generally prefers specific, narrowly-defined grounds such as a campus-wide student/faculty ratio. Specific provisions such as a given ratio or a "demonstrable financial exigency" reduce the chances of financial or enrollment changes being used as a means to make program changes or alter the mission of the institution.

The specific, demonstrable conditions also help prevent administrative retaliation against troublesome faculty members through layoff (White 1983, p. 36). This

issue touches upon traditional blue collar unionism as well as professional prerogatives. Traditional concerns include job protection for the membership and protection of the union organization through protection of the activists in the union. The latter protection has been made part of the labor law at the state and federal levels as a necessary condition to the continuity of unions. The concept of academic freedom, made concrete in tenure protection, is designed to protect the professional prerogative of the professor to control his own inquiry and teaching and also to protect the societal goals of advancement of knowledge and freedom of speech. In the absence of any collectively bargained contract, the courts have recognized these functions of tenure in layoff actions. When such questions reach courts, demonstration of objective criteria for layoff and absence of anti-union animus are required to show that a faculty member was laid off in good faith (Gray 1983, p. 38). When layoff is covered in a contract, specific and demonstrable layoff conditions help protect against retaliatory use of layoff.

When program change is the reason for layoff often the issue is raised of the involvement of the faculty in decision-making. When layoff is for financial conditions, the faculty, if consulted, may advise on procedures or require documentation, but rarely share responsibility for the decision (Franke 1983, p. 65). Traditionally, or at

least ideally, the administration turns to the faculty with questions about academic program change (Mingle 1983, p. 12). However, the distinctions have become blurred between academic and financial bases for layoff. Shrinking enrollments and budget shortages have made it increasingly difficult to know whether the administration ought to exercise bureaucratic authority to make a financial decision or the faculty use its professional expertise in the making of an academic decision. The two issues are more frequently combined as many institutions no longer can afford the luxury of retaining low enrollment programs. Program changes which are part of layoff are program reductions and these typically involve programs with low enrollment (Gray 1983, p. 42). Long-term planning, previously thought of as involving growth, now includes the hard choices of scaling down some programs to maintain or expand others (Groty 1983, p. 89). With acute funding shortages, any decision involving enrollment, programs or budget will require that the other two elements come under close scrutiny.

In Michigan, when the Governor ordered reductions in budgets of colleges and universities during the fiscal year, financial crises came and sometimes disappeared before adequate responses could be formulated and carried out. Under these conditions and with falling enrollments, Northern Michigan University recently planned to layoff faculty members because of a financial exigency (Carlson

1983, p. 111). The Association filed grievances on behalf of fifteen of the faculty members who had been notified. While the parties were conferring, the financial crisis lessened. The momentum toward retrenchment continued, though; and the focus of the action shifted from the immediate financial crisis to long range program priorities and staffing. Both parties concluded the situation was not ideal for the program assessment (Bays 1983, p. 114).

Faculty resist layoff not only to protect jobs. Sincere beliefs about content of a quality program and faculty involvement in defining education are also causes of faculty concern about layoffs. A layoff for whatever purpose affects the mission of the institutions because it alters the composition of the faculty (White 1983, p. 18). The ability of the faculty to influence the content of programs is reduced as financial implications come to be the ruling concern in more and more campus decisions. Higher administration gains power and departments lose it in times of financial shortages (Mingle 1983, p. 12).

In addition to the current importance of economic considerations, two other factors reduce faculty involvement in decisions to lay off. One is the limited power of the faculty. The other, a central weakness in the exercise of the professional authority of the professorate, is the absence of a single body of expertise.

Due to limited power, the faculty does not allocate resources on campus or determine the institution's mission. Lacking authority to make decisions about major priorities, the faculty is usually not in a position to see the positive aspects of layoff. The faculty does not define the "larger good" to which end the sacrifice of layoff is made, and a faculty has little to gain in pursuing greater opportunity to be the "bad guy" in layoff actions.

A second reason for faculties' minor role in layoff decisions is that expertise is splintered among the disciplines. There is no basic body of knowledge shared among all. This splintering reduces the strength of a faculty's claims that their expertise justifies their deciding questions about the institution or education as a whole. The splintering also creates disagreement and competition among disciplines and is a barrier to a united faculty. In more abundant times the various disciplines could graciously endorse a program proposed by a particular discipline, each expecting the same courtesy in return. These arrangements tend to fall apart when programs are being eliminated or reduced. The administration cannot claim greater academic expertise than the faculty, but has the legal mandate to manage the institution and is in a position of neutrality with regard to the various disciplines' separate interests.

For these various reasons, faculties generally have not pressed for, nor secured, effective authority over layoff decisions. The faculty objectives in negotiating layoff language are: (1) to limit the administration's authority to declare a layoff to conditions of true financial crisis and (2) to provide procedural protection in the layoff process. In the layoff decision, faculty concurrence is not usually necessary, but some faculty have sought and secured the right to be consulted. This consultation may be for the purpose of the administration informing the faculty about the basis for the layoff. Sometimes alternatives to layoff are discussed, such as pay reductions or shifting personnel. In such cases, when layoff actions result in altering some aspects of the contract, concurrence of the faculty is necessary. Some contracts specify alternatives which must be considered prior to laying off faculty.

Another major concern of the faculty in negotiation layoff language is procedures to protect individual faculty members who are threatened with layoff. Important among these are layoff order, requirement that effort be made to place members elsewhere, exclusive recall rights typically for two years, and the right to grieve the layoff.

Time limits are usually part of the protection. Faculty usually seek to lengthen the time required between first consideration and actual layoff of faculty members



through specifying the amount of time for the faculty to study information, be consulted, consider specific alternatives, and meet minimum time limits allowed between notification to individual members and actual layoff.

Faculty members claim that the gravity of layoff for both institutions and individuals requires that the process be slow and deliberate to avoid hasty, ill-considered actions. Delay beyond that necessary for these purposes, however, unnecessarily extends the period of uncertainty and conflict for those involved. The major administrative concern is to have freedom to act with sufficient speed to be effective.

#### Layoff Conditions

Conditions under which faculty members may be laid off are probably the most important aspect of layoff language. These provisions limit primarily administrative authority rather than faculty power because the administration has decisive authority to decide to lay off faculty members in all the contracts examined here.

Conditions for layoff vary from contract to contract in numbers and narrowness. Conditions may be few or several. The three most commonly included are financial exigency, program changes and enrollment changes. If all three are allowed, the scope of authority of the administration is greater than if one or two are allowed.

Any of these may be narrowly defined as in a contract provision specifying a ratio of faculty to students under which faculty may be laid off. Most broadly, layoff might be allowed when the administration determines that enrollment changes require layoff.

Taking into account both sources of variation--numbers of conditions and narrowness of each condition--the institutions may be ranked according to the authority allowed administrations in deciding whether or not to lay off faculty members. Those institutions whose contracts allow many conditions which are broadly defined give the administration greater authority; those with fewer, narrowly defined conditions allow less.

Some further explanation is necessary in the case of financial exigency because the terms used to describe this condition have acquired meaning unique to academia through case law and arbitration. Exigency refers to "a compelling set of circumstances which force us to interrupt our normal practices and pay heed...(Collective Bargaining Quarterly vol. IV, p. 14). The term "financial" narrows the meaning somewhat. Although typically most actual exigencies resulting in layoff have an element of financial shortage, the most acute problem may be one of enrollment decline within the institution or within a program of the institution. Conceivably, if not typically, there could be an exigency without a financial problem.

The term "demonstrably bona fide", used by the A.A.U.P. in their 1940 statement, further limits circumstances under which layoff may occur (White 1983, p. 19). "Bona fide" means "in good faith", i.e. that the layoff was not designed to get rid of particular faculty members or alter programs under the pretext of solving financial problems. Good faith is demonstrated by use of objective criteria for declaring the emergency and selecting those laid off, by restrictions on new hires for the vacated positions, and absence of evidence of malice toward the faculty members being laid off (White 1983, pp. 26, 32). The term "demonstrably" places the burden of proving a financial exigency on the administration (Murphy 1983, p. 34).

The most stringent limitation, which is also part of the A.A.U.P. statement, is that the exigency can be:

an imminent financial crisis which threatens the survival of the institution as a whole and which cannot be alleviated by less drastic means (Douglas 1983, p. 33).

This condition is generally not found in contracts because administrations firmly resist such limitation of their authority.

For a faculty, there are advantages to negotiating conditions for layoff. In the absence of a collectively bargained contract, when a tenured faculty member challenges being laid off through legal action, the courts follow the general guidelines given above for a bona fide exigency in

order to determine whether or not the reasons given for the layoff are a subterfuge for denying the constitutional rights of the faculty member(s) being laid off (Kaplan 1980, pp. 63-70).

However, the courts do not require that the total institution be threatened with financial demise. Financial problems or reductions in enrollment of the entire institution or of a program within the institution may be regarded as exigencies (Groty 1983, p. 86). When there is a collectively bargained contract, the courts will enforce the conditions given in the contract. These provisions may limit layoff to fewer conditions than those allowed by courts in the absence of a contract.

Layoff conditions vary widely in the nine contracts examined here. Seven of the nine contracts allow layoff in the event of an exigency. The most narrow provision refers to a "demonstrably bona fide financial exigency" or "bona fide financial crisis." The three other references to exigency, in order of decreasing narrowness, are: "extraordinary financial exigency", "financial exigency", and "proven exigency." The word "proven" adds only a little limitation because, in the event of challenge, the exigency would have to be eventually demonstrated in arbitration whether or not the word "demonstrated" were included in the contract.

Three contracts make explicit reference to enrollment changes as a condition for layoff. The most narrow is that of Oakland which gives as a guideline an excess of a student/faculty ratio of 20.7. When the number of faculty members exceed by more than six the number necessary to maintain this ratio, layoffs may ensue. Broader is the condition of "enrollment decline or reasonably anticipated enrollment decline" and even broader is "insufficient enrollment in a program".

Program changes as conditions for layoff are mentioned in the contracts of seven institutions. The most restrictive requires the discontinuance of a program before layoffs may occur. Less restrictive are the conditions of "discontinuance" or "curtailment" of a program, and even less restrictive is "program change". The least restrictive condition is that which refers simply to administrative determination that programs or departments need fewer faculty and which does not explicitly require any change in program or departments.

When comparing the amount of authority allowed administrations under the nine contracts examined here, both the number of conditions and the narrowness of those conditions must be taken into consideration. Two narrowly defined conditions, such as a bona fide financial exigency and discontinuancy of a program, may limit administrative authority more than one, broadly stated condition, such as

the administration's determination that fewer faculty are needed.

Taking into account both the narrowness and the number of conditions, the contracts can be ranked according to the scope of authority allowed the administration. The following table does this, in order of increasing administrative authority.

Table 15. Criteria Under Which Layoff is Allowed at the  
Nine Institutions in Order of Increasing  
Administrative Authority

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Central Michigan University

CMU may lay off bargaining unit members as a result of certain considerations. Two of these considerations would be discontinuation of a program and financial exigency. (p.32)

Lake Superior State College

Whenever it is necessary to decrease the size of the faculty because of proven exigencies... (p. 30)

Wayne State University

...it may be necessary because of substantial curtailment or discontinuance of a program or extraordinary financial exigency to make reductions in personnel. (p. 11)

Oakland University

The two circumstances in which layoff may occur are...Over-Ratio Layoff, and ...Position-Shift Layoff... (p. 34) "Over-Ratio Layoff... may be started when the actual FTE [full-time equivalent faculty] exceeds the number of FTE required [to maintain a student-faculty ratio of 20.7] by more than 6... (p. 34, 85)

Saginaw Valley State College

In the event of a layoff of a faculty member because of financial exigencies, insufficient enrollment in a program of the College in which the faculty member is teaching, or discontinuance of specific programs of instruction in which the faculty member is teaching... (p. 37)

Northern Michigan University

In the event that the Board determines that in its judgement the layoff of faculty may be necessary in the context of budget reductions [in order to maintain a balanced budget]..., it is understood that the Board will initiate this...only in the event that it determines that a demonstrably bona fide financial exigency exists... (p. 34)

Table 15 (cont.)

## Ferris State College

Retrenchment is defined as a reduction in the required number of faculty in any curriculum area, department or seniority group...(p. 21)

## Western Michigan University

Layoff may take place in the following circumstances:

(A)When a bona fide financial crisis exists.

(B)When Western deems it prudent and appropriate to curtail, modify, or eliminate programs, services, offerings, or courses of instruction.  
(p. 34-35)

## Eastern Michigan University

The following procedure shall be followed should EMU determine to reduce the number of Faculty Members within a department or program owing to its curtailment or elimination, owing to a reduction, reallocation, or elimination of financial resources within a department, college or the University, owing to programmatic changes, owing to a bona fide financial exigency, or owing to an enrollment decline or a reasonably anticipated enrollment decline. (p. 12)

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Consultation

In seven of the contracts, the administration is required to consult the faculty on some aspect(s) of layoff. The extent and manner of this consultation varies.

Consultation may be required in determining need for layoff, method to be used in reduction, and alternatives to layoff. In two contracts, consultation is required in all three areas, four require it in two area, and one contract refers simply to "consultation" without reference to areas.

The faculty are allowed a specific time period in which to respond in five contracts. Two require that the administration provide the faculty with the data used to determine the need for layoff.

The manner in which the faculty makes input and the weight accorded that input varies from simply being informed and allowed to make comments to being allowed to make a recommendation which must be given priority or be normally followed by the administration except for serious and compelling reasons.

Various faculty bodies may be involved in consultation. All of the seven contracts which provide for consultation with the faculty involve the Association, most also involve departments, and some include other collegial committees.

Taking all these factors into account, four general levels of faculty involvement may be observed. The

strongest faculty role, at two institutions provides for consultation about the need for, methods of and alternatives to layoff and, further provides that the faculty recommendation has great weight. A somewhat lesser role is allowed the faculty at four institutions, where the scope and/or strength of the faculty recommendation is somewhat less. At one institution, the faculty has a relatively limited advisory role. At two, consultation within the faculty is not required in layoff decisions. These variations are summarized in Table 16.

Table 16. Consultation in Layoff Decisions

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Extent of Involvement of Faculty	Institutions
Strongest faculty roll	Central Michigan University Northern Michigan University
Intermediate faculty involvement	Oakland University, Wayne State University, Michigan University, Western Michigan University
Most limited advisory roll	Ferris State College
No consultation required	Lake Superior State College Saginaw Valley State College

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In interpreting the differences among advisory roles of the faculties at these institutions, one should take into consideration the extent to which administrative authority is limited by conditions under which the contract allows the

administration to layoff faculty members. If these conditions strictly limit the latitude of administrative authority, as in restricting layoff to a financial crisis, extensive consultation with the faculty during a contemplated layoff may not have the impact that such consultation would have where the administration is not so restricted. In effect, in restricting administrative authority in the contract, a faculty influences layoff prior to the event; where consultation is used rather than contractual restriction of administrative authority, the faculty exercises its power at a different point in time. There are some advantages to a faculty influencing layoff decisions during contract negotiations, prior to contemplation of any particular layoff, rather than having an advisory role when layoff is being considered. First, the two parties have formally equal authority within the process of contract negotiations. Any decision requires the agreement of both. The layoff procedures in the contracts examined here give the administration decisive authority in deciding to lay off faculty members. Acting within the requirements of the contract, the administration may choose not to follow the advice given by the faculty during the process of consultation. In short, the faculty's position is stronger during negotiation.

Secondly, when an actual layoff is being contemplated, the faculty may be more easily divided because

usually it is known what department and even which members are likely to be sacrificed. During contract negotiations, because this knowledge is less certain, a distinction between secure and threatened departments and members is less likely to be made. The more united a faculty, the stronger is its position.

For these reasons, the faculty gain more through limiting the conditions under which an administration may lay off faculty than through gaining a stronger advisory role when layoff is undertaken.

Regardless of contract provisions, consultation during layoff may occur at any institution and has occurred at some of the nine examined here. Even if there is no provision for layoff conferences, the parties may meet in an attempt to settle grievances which the Association may file over layoff actions of the administration. Settlements have included reducing the number to be laid off and finding alternatives, including forgoing raises.

#### Layoff Order

All of the nine contracts specify the bases of the order, usually within departments, by which faculty members will be laid off. Tenure is given as the first consideration in three of the contracts. Seniority is the first consideration in two and the second in two. Rank is

mentioned in four. Qualifications or ability of the remaining faculty is mentioned as a consideration prior to other bases in three contracts. One university allows each department to decide its own basis for layoff order and has produced among the departments a variety of priorities. All but one give two or more bases which are to be considered sequentially; for example, first tenure status is considered and then, among the non-tenured, the least senior member of the department is to be laid off first.

Some bases for layoff allow administrators greater authority to select the individuals to be laid off. When layoff order is based upon the qualifications of the members to be laid off or the remaining members of the department, and these qualifications are to be determined by administrators, the administration has greatest authority. Rank as a basis for layoff order provides the administration somewhat greater control than does tenure. Although typically administrators have final authority to grant both promotion in rank and tenure, the rank allows more latitude to administrators because the four ranks permit administrators to differentiate among the faculty more so than the two variations of tenure status. Most importantly, almost all contracts limit the length of time a member may be retained as non-tenured, whereas with rank there is usually no such time limit. Of all the bases for layoff

order, seniority allows administrators the least latitude in deciding who to lay off.

The institutions are ranked in Table 17 according to the extent of authority the contract of each allows administrators in determining which faculty members to lay off.

Table 17. Bases of Layoff Order

Rank Order <sup>1</sup>	Institutions	Bases of Layoff Order <sup>2</sup>
1	Central Michigan University	Each department determines order <sup>3</sup>
2	Lake Superior State College	Seniority, Qualifications
	Saginaw Valley State College	Seniority
3	Ferris State College	Tenure, seniority
	Wayne State College	Tenure, seniority
4	Eastern Michigan University	Tenure, rank, seniority
5	Western Michigan University	Qualifications of the remaining members of the department, tenure, seniority, rank
6	Northern Michigan University	Qualifications of the remaining members of the department, tenure, rank, seniority of the
	Oakland University	Qualifications of the remaining members of the department, tenure, rank, seniority

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<sup>1</sup>Given in order of increasing administrative authority

<sup>2</sup>The order given represents the order in which each is to be considered.

<sup>3</sup>This basis is qualified by the requirement that tenure commitments be honored.

For what reasons might an administrator want to select which member is to be laid off rather than use some unequivocal system such as seniority? Legitimate concerns might include desire to retain, among a group of members all qualified, those members who show greatest promise or who are most suited to fit into future plans for the institution. Less legitimate might be desire to retain the lowest paid members, those most loyal to the administration, or those least involved in the Association or otherwise less troublesome to the administration.

#### Recall Rights

As with layoff order, recall rights restrict the ease with which an administrator may use layoff to replace a troublesome or merely adequate faculty member with one less troublesome or more than adequate. Such replacement is difficult to accomplish if the laid off faculty member has the right of first refusal, or exclusive recall rights, i.e., must be offered the former position before another may be hired for it.

An administrator may retain some authority by negotiating (1) a short recall period or (2) limitation of recall rights. Length of the period during which the laid off faculty member has the right of first refusal for the old position ranges from one to seven years among the nine institutions examined here, with six allowing either two or



three years. Recall rights are limited in three contracts by the stipulation that, together with the recalled member, the departmental faculty must be qualified to handle the programs and courses offered. Ability to determine what "qualified" means may allow administrators to avoid recalling an otherwise eligible laid off faculty member. Table 18 ranks the institutions according to length and types of recall rights.

Table 18. Recall Rights

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Rank	Length of Recall Rights	Institution
Exclusive recall rights		
1	7 years	Oakland University
2	3	Ferris State College Lake Superior State College
3	2	Central Michigan University Wayne State University,
4	1	Saginaw Valley State College
Limited recall rights		
5	4	Eastern Michigan University
6	3	Western Michigan University
7	2	Northern Michigan University

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Concordance among the Measures of Power  
in Layoff and Recall

The four measures of faculty power in layoff and recall are: (1) limitations on conditions under which the

administration may layoff faculty members; (2) extent of involvement of the faculty in layoff and recall decisions; (3) limitations on administration authority to decide layoff order; and (4) faculty rights in recall procedures. These four measures appear to be tapping different aspects of faculty power. The four are not concordant. Furthermore, when compared two at a time, none of the four is associated with any other of the four.

Perhaps these measures of faculty power are not associated because they measure different types of faculty power: limitation of administrative authority, collective faculty power, or individual faculty member's rights. It is also the case that these four measures are in rather different areas of decision-making. The parties may not see them as a single entity, but as relative separate issues. Two other reasons given at the end of the following discussion for the limited association of these measures on other variables may help explain their lack of association with one another as well.

Faculty Power in Layoff and Recall  
and Characteristics of Institutions  
and Faculties

There are a few associations between any of the four measures of power in layoff and recall and any of the other variables predicted to be associated with faculty power.

Positive relationships were found between: high student/faculty ratios and greater restriction of conditions under which an administration can layoff faculty members; high stature of institution and greater faculty involvement in layoff and recall decisions; greater faculty involvement in layoff and recall decisions and low enrollment growth; and greater restrictions on administrative authority in deciding layoff orders and M.E.A. affiliation. Each of these is discussed below.

As predicted, high faculty power in limiting the conditions under which a layoff may occur is associated with a high student/faculty ratio. At such institutions an administration might not be particularly worried about loosing flexibility in agreeing to such restrictions because of the improbability of needing to layoff faculty members.

Greater faculty involvement in layoff and recall decisions is associated both with higher stature type of institution and with lower enrollment growth of institution. The higher status type of institutions are characterized by lower enrollment growth. Two comments may be made regarding these associations. First, at the high stature types of institutions, the universities, a stronger collegial role for the faculty may be a tradition. This may not be the case at the lower stature types, the colleges. Secondly, faculties at the higher stature types of institutions may be able to retain their right to be involved in layoff and

recall decisions despite the adverse enrollment patterns because faculty involvement in this area is advisory, not decisive. An administration wishing to retain flexibility in deciding when to declare a layoff is better able to do so by allowing the faculty to give non-authoritative advice about layoff than it would be by agreeing to contractually restrict the conditions under which layoff may occur.

Greater restrictions on administrative authority to determine the layoff order were found where faculties are affiliated with the M.E.A., the lower status affiliate in this study. It may be remembered that higher status affiliate, the A.A.U.P., was predicted to be associated with higher faculty power. This reversal of expected relationship may reflect the M.E.A.'s extensive experience in public schools, where certification determines whether a faculty member is or is not qualified for a job. In this setting, "superior qualifications" may not be applicable criterion to use in determining layoff order. Consequently, the M.E.A. may be more accustomed to using seniority to determine layoff order and may encourage use of this type of restriction in higher education institutions. Since there is no similar unequivocal criterion to certification for "qualifications" in higher education, requiring that an administration consider seniority, not qualifications, restricts that administration's authority.

With the above four exceptions, there were no other associations, predicted or otherwise, between any of the four measures of faculty power in layoff and recall decisions and any characteristics of institutions, faculties or union. None of these four measures of faculty power in layoff and recall was associated with faculty power in any of the other contract areas measured. The relative scarcity of associations may be explained all or in part by the two circumstances discussed below.

First, according to informants, layoff and recall language is not typically bargained carefully at institutions unless the parties anticipate layoff. Faculty power in the other areas of comparison is probably more carefully examined by the parties since these other areas cover routine decisions made frequently at any college or university. Hence, we might not expect to find association between high faculty power in layoff and recall and in other areas. Similarly, we might expect to find little consistent power in layoff and characteristics of institutions, faculties, and faculty unions.

Second, layoff may be used to solve a number of different problems on different campuses. In some cases, the problem is one of finances or enrollment. Elsewhere, layoff results from the decision to alter the mission of the institution or make program offerings more attractive to potential students. In two cases examined here, informants

report that layoff was used in an attempt to get rid of a particular employee. Given this variation in institutions' reasons for attempting layoffs, consistent relationship between faculty power in layoff and a particular characteristic of institutions, faculties, or unions might not be expected. If all institutions examined here viewed layoff and recall as a response to enrollment problems we might see more institutional characteristics associated with faculty power in this area.

#### Educational Decision-Making at the Nine Institutions

##### The Ideal of Collegiality and Permissive Subjects of Bargaining

Procedures for making curriculum and other educational decisions, such as admission and graduation requirements, vary considerably from institution to institution. At some this area is excluded from collective bargaining altogether or is mentioned only briefly, perhaps by reference to a senate. At some, detailed descriptions are included in the contract for the committee structure and procedures whereby these decisions are made. Because the role of the faculty in educational decision-making may not be covered in the contract, in this area conclusions about differences in faculty power among the various institutions

are more tenuous than those made in other areas, such as evaluation or tenure recommendations, in which the contracts almost always cover procedures in detail.

The reasons for the variability in contract coverage of educational decision-making are two. First, according to the law governing collective bargaining, educational decisions are different from other types of decisions. Secondly, a pre-contractual collegial structure, such as a senate, may be retained because the faculty has found it to be effective or because the administration wishes to retain flexibility by avoiding contractually enforceable faculty involvement. These two causes of contract variation are discussed below.

The first of these reasons for variation in education decision-making procedures lies in the statutes covering collective bargaining. Once a faculty has voted to be represented by an agent for collective bargaining, the administration must bargain with the agent or risk being guilty of an unfair labor practice. In the course of bargaining, the administration is required to discuss wages, hours, terms and other conditions of employment of faculty. As in the private sector, such subjects as pay, fringe benefits, promotion, work assignments and termination are mandatory subjects of bargaining. An administration cannot refuse to meet to discuss these subjects. With the consent of both parties, topics other than the mandatory subjects

may be discussed, but neither the faculty nor the administration is legally required to discuss these permissive topics.

Because of this difference in the legal status of the two areas, the distinction between mandatory and permissive subjects of bargaining is sometimes a cause for controversy. Discussion of permissive subjects of bargaining may infringe upon the administration's managerial prerogatives. Nonetheless, an administration might be willing to discuss its management of the institution in order to solve particular problems or to win the good will and cooperation of the faculty. However, if an administration is unwilling to discuss such topics, a faculty cannot force the issue by refusing to bargain or refusing to make a good faith effort to come to agreement on mandatory subjects, nor can it complain of an unfair labor practice on the part of the administration which refuses to discuss the permissive topics. Consequently, educational decision-making procedures may not be covered in collective bargaining on some campuses.

The other source of variation in contractual provisions for educational decision-making originates in the ideal of collegiality and the extent to which this ideal has been realized on the different campuses. In industrial settings, until recently permissive subjects of bargaining have not been discussed often. In industry, determining the



product and method of production traditionally has been a managerial prerogative. In contrast campuses often have a tradition of collegiality which entails the expectation that the faculty will participate in deciding the content and quality of academic programs. This tradition is sometimes explained by the expertise which faculty members have within their disciplines and which administrators do not necessarily have. Wise decisions about programs and courses require tapping this faculty expertise. Procedures for securing faculty input may be as casual as the dean soliciting the opinions of select faculty members or as formal as an elected senate passing resolutions to recommend that the Board of Control make certain curriculum changes.

A faculty and/or an administration may wish to retain the senate and exclude educational decision-making from collective bargaining. On campuses where the faculty is discontented with its role in educational decision-making, the faculty may have pressed for inclusion of this topic in collective bargaining. Faculties that are generally contented with their role may have decided not to discuss educational decision-making in the context of collective bargaining but rather to leave the pre-contractual procedures of the senate in place. An administration may wish to retain the senate structure for a number of reasons. The senate procedures are not so readily enforceable as are contractual procedures. Where enrollment stagnation or

decline leads to consideration of dropping programs and reducing faculty positions, an administration may wish to have a free hand to make changes it sees as necessary. Also possible is that a senate may be peopled with a strong, entrenched faction of anti-union faculty members whom the pro-union faculty members cannot or choose not to dislodge. The two faculty factions may have the uneasy compromise of "You can have your union; just leave our senate alone." An administration might prefer to deal with such a senate on educational matters and, further, see tactical advantage in keeping a division within the faculty.

A faculty may desire greater faculty involvement in education decisions for reasons other than the ideal of collegiality. Changes of programs and their content may affect wages, job security and work assignments, all of which are mandatory subjects of collective bargaining. The interdependency of these mandatory topics and the permissive topic, educational decision-making, together with the academic ideal of collegiality makes this area an anomaly within collective bargaining. Precisely where the line between managerial rights and mandatory topics for bargaining is to be drawn is less clear in academia than in other collective bargaining settings.

A commonly used guideline is that educational decisions are permissive but their consequences for wages, hours, terms and other conditions of employment are

mandatory. This guideline seems to beg the question and, in any event, does not correspond to the idea of faculty involvement in academic decision-making.

When a faculty which has a senate initiates collective bargaining, the status of the senate and the relationship between the senate and the union may be among the first decisions to be made. Senates, like unions, are part of the political process in that they are structures through which power is distributed on campus. The extent to which a faculty continues to exert its influence through the senate or handles previous senate responsibilities in collective bargaining varies among institutions.

Some regard as ideal the cooperative existence of the senate and the union as separate bodies with different tasks, a system called "dual track bargaining" (Balderidge and Kemerer 1975, p. 95). Under this system, the senate advises the administration on curriculum, admissions and degree requirements and the union negotiates strictly mandatory matters such as wages, fringes, and working conditions. Such a system is likely to evolve where the senate's recommendations have been taken seriously by the administration and where competition between the senate and the union can be contained. This containment is particularly likely where leadership of the two overlap. Four of the nine Michigan institutions have this type of system.

There are a number of problems, however, which make dual-track bargaining difficult. Even the A.A.U.P., a proponent of dual-track bargaining, suggests that when shared governance through the senate does not seem effective, the scope of collective bargaining should be expanded to include topics traditionally handled by the senate (Balderidge and Kemerer 1975, p. 96).

A major reason for failure of dual-track bargaining is the lack of authority of the senate. Perhaps there is a tendency for faculty members to overrate the power of senates because of the belief in the ideal of shared governance. A faculty may become aware of the weakness of its senate only when collective bargaining permits comparison of the influence of the senate with the enforceable power of the union. "Unions, unlike senates, do not depend on the grace of the governing board and the administration in representing employee interests..." (Balderidge and Kemerer 1975, p. 60). The union exists with the force of law and by the will of the faculty. The advantages of this base of power, independent of the administration, becomes clear when the administration does not follow a recommendation of the senate on a matter of importance to the faculty. The outraged faculty may, in subsequent contract negotiations, attempt to have the advisory function of the senate included among the provisions of the contract. The parties may agree that the

procedures of the senate will continue or that the senate will provide advice to the administration for certain types of changes. This inclusion does not require that the administration take the advice of the senate but it does guarantee that the administration must at least be exposed to the senate's perspective. Some contracts go further and require that the advice of the senate be seriously considered and routinely followed except in the case of unusual circumstances. Three of the Michigan institutions have such contractual protection for their senates.

The above types of accommodations of the senate to collective bargaining on the campus may erode with time as the union expands the scope of collective bargaining. This happens for a number of reasons. Routine language clarification and problem-solving tend to expand the range of issues covered in subsequent contracts. In grievance arbitration where language was unclear, the arbitrator's decision may go beyond the original language. Furthermore, when the senate's recommendations to the administration have been ignored, the faculty decide to have the specific issues taken up in the course of collective bargaining so that the administration will be bound to the agreements reached. As a union assumes responsibility for discussing issues previously handled by the senate, the senate may lose its function and eventually be dissolved.

Hostility between the senate and the union are not uncommon and may exist even where dual-track bargaining is otherwise effective. Typically the senate is peopled by more senior, tenured, and higher ranked professors. The less senior, lower-paid faculty members are more likely to take particular interest in the union because the mandatory topics of pay and job security negotiated by the union are usually of acute interest to the junior faculty members (Balderidge and Kemerer 1975, p. 31). If the leadership and affiliation of the senate and the union are divided along such lines of interest, and if the division is quite distinct, conflict may be strongly felt and difficult to resolve. The union supporters may regard the senate as a self-serving elite who lack commitment to democratic principles. Similarly, the senate may view the union supporters as mediocre or inexperienced persons who are concerned with protecting their jobs rather than enhancing the quality of education.

Often senates are not composed of faculty members alone. Students, deans, and department heads may be among the members. Key positions, such as president or executive committee membership, are sometimes filled by the provost or academic vice-president. Such senates may function as company unions, giving the appearance of collegial involvement of the faculty while, in fact, echoing administrative viewpoints. Faculty may be motivated to

participate in order to have contact with and gain favor of higher administrators serving on the senate. Such a structure can be effectively controlled by an administrative minority. Among the Michigan institutions examined here, administrators are commonly among the members of the senate.

Baldrige and Kemerer (1975, pp. 8 and 140), in their study of campus leaders, suggest that the role of the senate as the model of shared governance is overrated and that the average senate probably handles primarily minor issues and readily follows the faculty. They suggest that the faculty becomes involved with important issues primarily at the departmental level. It is at the departmental level that the faculty has the greatest claim to the professional right to make recommendations because the expertise of faculty lies in the disciplinary affiliation at the departmental level.

At some institutions, dual-track bargaining is not attempted. If a senate has been particularly weak, the faculty may choose, with little controversy, to eliminate the senate when they elect to collectively bargain. Committees may be created through collective bargaining to discuss and make recommendations on curriculum matters. Two of the Michigan colleges in this study have such structures.

It is ironic that the one aspect of campus decision-making wherein the faculty may most convincingly argue their authority is that area where they have the weakest claim

under law. The administration is compelled to discuss mandatory topics with the faculty but not necessarily curriculum matters except insofar as these impinge upon the mandatory subjects of wages, hours, terms, and other conditions of employment in minor matters, an administration may defer to faculty recommendations, but typically makes major decisions itself. In curriculum decisions among the Michigan Institutions examined here, the important decisions are generally initiated by the administration. Informants report that the faculty opinion may be sought through formal and even lengthy procedures, but the final outcome reflects the administration's original intentions. This appears to be the case in addition and deletion of programs and in requirements for graduation. Whether the concurrence of faculty recommendation with administrative plans results from faculty acquiescence to administrative judgement or from both parties reaching the same conclusion cannot be demonstrated. In either case, the mission of an institution appears to reflect administrative will.



Comparison of Faculties' Roles in Curriculum  
Decision-Making Among the Nine Institutions

When faculty involvement in curriculum and other education decisions is included in the contract, it can be enforced. When it is not so included, the faculty exercise influence only so long as the board chooses to let the faculty do so. For this reason, inclusion in the contract is a major criterion used here to rank the various contracts according to faculty power in educational decisions. Five of the nine contracts provide such an advisory role for the faculty at the institution-wide level.

A second consideration in ranking the contracts is the strength of the advisory role provided in the contract. Two contracts give the faculty more than a simple advisory role by provisions which require that the curriculum recommendations of a faculty/administrative committee be given great weight and normally be followed. Three other contracts provide a simply advisory role.

Table 19 ranks the nine contracts beginning with those providing the greatest faculty power according to the two above criteria.

Table 19. Faculty Power in Educational Decisions

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Rank	Contractually Provided Advisory Role	Institution
4	Strongest	Saginaw Valley State College
3	Strong	Northern Michigan University
2	Simple Advisory	Oakland University Eastern Michigan University Lake Superior State College
1	Not provided in contract	Central Michigan University Western Michigan University Wayne State University Ferris State College

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The contract at Saginaw Valley State College provides the greatest power to faculty, a veto at two levels. The senate was disabled at the onset of collective bargaining and a collegial body, the Curriculum Committee, created to advise the administration on that subject. The Committee is composed of four faculty members and two administrators. Three of the four faculty members are Association appointees and one an administrative appointee. Proposals from faculty, departments, or other sources are reviewed by the appropriate departments and forwarded to the Curriculum Committee. Either the Curriculum Committee or the faculty may reject a proposal:

All matters recommended for approval by the Curriculum Committee shall be sent to the faculty for action...After ratification by the faculty...the curriculum recommendations...shall be submitted to the College

administration...(for) ratification/rejection as a whole... (Saginaw Valley State College 1981-4, pp. 23-24).

If the faculty does not act upon a recommendation, a unanimous recommendation by the Curriculum Committee is equivalent to ratification. Informants report that this last clause was included in the event that the faculty's participation was difficult to secure on minor curriculum matters. Altogether, the provision gives the faculty two opportunities to veto proposals which it does not want. One weakness of this provision, as pointed out by faculty informants, is that the authority to allocate funds to effect a curriculum change rests with the administration.

The contract at Northern Michigan University gives the faculty influence over budget matters although the faculty's advisory role in curriculum is not otherwise as strong as Saginaw Valley State College. At Northern Michigan University curriculum proposals are considered by the Academic Senate which then forwards recommendations to the Association, not the administration. The senate, composed totally of bargaining unit members, does not deal directly with the administration. The Association has delegated to the Senate the task of formulating the faculty's curriculum and other academic recommendations and the Association agrees to give "full and total" support to the Senate's actions (Northern Michigan University 1980-83, p. 12). A second advisory body, the Educational Policy Committee (E.P.C.), one-half of which are faculty members

appointed by the Association, advises the provost on recommendations for curriculum changes which have been forwarded from the Senate by way of the Association (Northern Michigan University 1980-3, pp. 12-13). The E.P.C. also advises the provost on enrollment patterns, allocation of funds and staffing needs, as well as curriculum changes (Northern Michigan University 1980-83, p. 13). The E.P.C.'s recommendations about reductions and reallocations:

...shall be accorded great weight...and shall normally be followed. However, the Provost may modify...the recommendation ...for serious and compelling reasons... (Northern Michigan University 1980-3, p. 13).

E.P.C.'s recommendations for changes requiring additional funds have somewhat less weight. These:

...are not determinative and may be modified ...for serious reasons ... (Northern Michigan University 1980-3, p. 14).

Of third order with regard to faculty influence are contracts which allow the faculty a simple advisory role, such as those at Eastern Michigan University, Oakland University, and Lake Superior State College. At Eastern Michigan University, the Faculty Council "...provides faculty recommendations to the Provost...on instructional matters...affecting more than one college..." and departments provide advice on other instructional matters (1982-4, p. 31). The original Senate at Eastern Michigan University was dissolved for lack of influence when the faculty elected to collectively bargain, according to

informants. The Eastern Michigan University Faculty Council, created to function much like a senate, is composed of fifteen elected faculty members, the Provost and the Academic Vice President (Eastern Michigan University 1982-4, p. 31). The Oakland University contract provides that the existing advisory policies of the University Senate be continued (1983-5, p. 76). The contract at Lake Superior State College allows the faculty to make recommendations through the department and through the Curriculum Committee wherein four of the nine members are elected faculty members.

Contracts at the remaining four institutions do not provide an advisory role for the faculty at the institution-wide level. There may be no mention of the issue or the faculty's role may be described as other than advisory. For example, the Ferris State College contract's "Past Practice" clause provides that the faculty will be informed of changes in institution policy before these are implemented; that faculty members have the right to "participate in the recommendation of educational policies"; and that the Association may create faculty forums to discuss issues (1981-4, p. 13). The clause does not describe specific procedures which assure that an institution-wide faculty recommendation will be made or, if made, reach the administration.

Delimiting the Senate's authority appears to be the intent of the clause in the appendix of Western Michigan University's contract which provides that the Senate's "freedom of debate and communication shall not impinge on the rights of the...bargaining agent...nor...University..." and that "...neither... shall be bound by any discussion, communication, nor recommendation from the Faculty Senate." (1981-4, p. 67). Wayne State University has adopted a policy of requiring that the President consult the senate (University Council). This policy is not part of the contract and it continues, therefore, at the will of the Board. Central Michigan University's policy closely approximates the dual bargaining model, wherein the Senate and Association have mutually exclusive functions. The Senate is not covered in the contract.

The number of additional factors which influence the strength of faculty power in educational decisions are not considered in the above discussion due to the limited significance of these factors or because data are not readily available through the methods used in this study. One of the factors not considered is the composition of the senate. Senates composed exclusively of faculty members better represent the faculty than do senates which have high-level administrators among their members. A second factor is the method of selection of the faculty members on the senate or other representative body. Generally, faculty

representatives appointed by the Association give the faculty more effective influence than faculty members directly elected by the faculty. Appointment permits consideration of the collective influence of the representations and their ability to coordinate their actions. Election does not.

Departmental procedures are another variable influencing faculty power in educational decisions. Some contracts provide for continuation of past practice or provide that each department develop its own procedures, subject to approval by the administration. In these cases departmental procedures for making curriculum recommendations can not be readily known using the methods of this study. In those contracts wherein they are described, departmental procedures vary from administrative solicitation of opinions of available members of the department to forwarding by the department of its voted recommendation which must originate in the appropriate department.

A fourth, and most important variable, not possible to consider in this study is the frequency with which an administration accepts the faculty's recommendations on curriculum matters. At some institutions, informants report that their faculty has had great influence over most curriculum changes both prior to and since collective bargaining. However, at even these institutions with proud

traditions of extensive faculty involvement in educational decision-making, major decisions are typically initiated by the administration and, when enacted, reflect the administration's original intentions. At each institution informants were asked about one or more important, recent changes at their institutions, such as additions or deletions of programs or major changes in general education requirements. The final decisions reached in these changes were, in effect, the original proposals of the administration. What varied from institution to institution was the extent to which the faculty was allowed to openly debate, discuss and concur with the administration in these changes. Even at the institutions where the faculty's role was extensive, at least some informants described the collegial role of the faculty as acquiescence to the inevitable. When major curriculum changes are contemplated by a university with a tradition of faculty involvement, the extent to which the president can sell the change to the faculty may be important for the Board's evaluation of the president's management style. At the institutions without strong collegial traditions, the president may not be expected to secure the formal concurrence of the faculty for major curriculum changes. Such variations in presidential style may cause variations in faculty participation which may have little to do with actual faculty power. To evaluate the actual extent of faculty power based on



tradition or other non-contractual understandings, one would have to follow a number of changes through the decision-making process. On the basis of the limited evidence here, it appears, as Baldrige and Kemerer (1975, p. 140) surmise:

The average academic senate, we suspect, deals with relatively minor issues and readily responds to administrative rather than faculty leadership.

Although faculty power under the senate structure cannot be properly measured within the scope of this study, the existence of the senate can be considered among the variables examined here. In order to do so, institutions are ranked on the basis of the existence and independence of a senate. In Table 20 three categories of institutions are described.

Table 20. Independent Senate

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Description	Institution	Rating
Independent senate - dual track bargaining	Ferris State College	3
	Western Michigan University	3
	Central Michigan University	3
	Wayne State University	3
Senate not independent- role mentioned contract	Northern Michigan University	2
	Eastern Michigan University	2
	Oakland University	2
No senate-- faculty role covered in the contract	Lake Superior State College	1
	Saginaw Valley State College	1

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Faculty Power in Educational Decision-Making  
and Characteristics of Institutions and  
Faculties

In order to explain the variation among institutions of faculty power in educational decision-making, I have examined a number of other characteristics of the faculties and institutions. Small size of faculty is associated with greater faculty power, as is absence of a senate. Absence of a senate and small faculty size, in turn, are related to a number of other variables. If we examine the constellation of variables associated with senate structure and contractual power in this area, a cluster of relationships emerges. These are associated at the .001 level of probability using Kendall's coefficient of concordance.

Institutions with weaker contractual faculty power in educational decisions generally have:

- (1) an independent senate, i.e. dual-track bargaining;
- (2) little or no enrollment growth;
- (3) more experience with layoff or position losses;
- (4) more days out on strike;
- (5) a longer period of having been organized for collective bargaining;
- (6) A.A.U.P. affiliation;
- (7) more prestigious type of institution;
- (8) a greater number of faculty members; and

- (9) a higher percentage of faculty members with Ph.D. degrees.

Conversely, institutions with stronger contractual faculty power over educational decisions generally have the following characteristics:

- (1) no senate;
- (2) higher rate of enrollment growth;
- (3) little or no experience of layoff or position loss;
- (4) no strikes;
- (5) a shorter period of having been organized for collective bargaining;
- (6) M.E.A. affiliation;
- (7) a less prestigious institution;
- (8) a small number of faculty members; and
- (9) a lower percentage of faculty members with Ph.D. degrees.

The number of variables associated with educational power suggests that this area of decision-making involves professional and bureaucratic concerns. Both are discussed below.

In the ideal type of professional organization of work, the goals of work and methods of achieving these goals are either embedded in traditions passed on to members through long apprenticeships or are determined by the professionals performing the work. Professors claim to

professional stature is hampered by the fact that they work in a bureaucratic structure where the source of funds ultimately lies outside of their control. The extent to which the professional ideal is realized is predicted to vary with the extent to which a faculty meet the criteria for professional stature of (1) possession of the Ph.D. degree by members and (2) being at a prestigious type of institution. In the case of educational decision-making, the existence of an independent senate, the traditional mode of faculty involvement, is associated with a constellation of variables related to professional stature. However, it is not known if use of the senate structure gives a faculty more power than contractual provisions would provide. Furthermore, the relationship between senate and professional attributes is not direct, and a number of variables also part of this constellation of associated variables are not measures of professionalism.

Both bureaucratic and professional factors must be considered to explain concordance among the factors of size, prestige, enrollment, layoff experience, retention of the senate and contractual power in education decisions. In light of these associations, two common explanations for the retention of the senate may be reconsidered. One explanation is that the senate is retained due to the desire of the administration to have flexibility when making hard decisions where financial crises or falling enrollments

necessitate making decisions to eliminate faculty positions. The non-contractual procedures of the independent senate make faculty resistance to such decisions less of an obstacle to the administration attempting position reduction or layoff. This study suggests that if the senate is retained due to administrative preference, this preference is not necessarily the result of enrollment or financial problems. Enrollment changes and existence of an independent senate do not appear directly related and, further, layoff or position loss experiences associated with financial problems do not appear to be directly related to the existence of the independent senate. However, it is possible that an administration may wish to have flexibility to make "hard decisions" for reasons other than financial or enrollment problems. This possibility is supported by the association between layoff attempts and position reductions for whatever reason and the existence of a strong senate. So administrative preference remains a possible explanation.

A second explanation for retention of a senate is faculty preference. At the larger, more prestigious types of institutions, where the faculties tend to have more impressive professional credentials, a faculty may wish to retain an independent senate for at least two reasons. First, the administration may have deferred to the more prestigious faculty in educational decision-making sufficiently often to cause the faculty to support their

senate as an effective method for faculty involvement in this area. A different reason for a faculty to desire to retain the senate at prestigious types of institutions may be that there is a strong, anti-union faculty faction active in the senate which the association-supporting faculty members cannot or do not want to challenge. Informants on some campuses report that anti-union faculty members have been active participants in the senate and that conflict has sometimes occurred between union and the senate. Further support for this explanation can be found in the general association of the variables given above. But the indirect association of both prestige types of institution and percentage of Ph.D.s on the faculty with senate suggests that the relationships are not simple and may be attenuated by some intervening variable(s).

Either of the above explanations remains tenable. Given that the continuation of a senate must be supported, to some degree, by both the faculty and the association, both explanations may be necessary to understand the structure of faculty involvement in educational decision-making on a particular campus. The first explanation, involving administration preference, fits a model of bureaucratic decision-making structure. The second explanation is in accordance with the model of an ideal type professional decision-making structure. The findings in this area of decision-making do not clearly support one

explanation over the other. Given the data of this study, one might argue that to some extent faculty involvement in educational decision-making is associated with professionalism of the faculty. However, the association is not direct. Furthermore, bureaucratic considerations appear to also be associated with the mode and extent of faculty involvement in this area. It would appear that both explanations are involved, as might be expected given that the institutions examined have elements of both types of structures.

#### Conclusions about Faculty Power in Educational Decision-Making

This area of decision-making differs from the other five in that educational decision-making is a permissive subject of bargaining. Administrations are not required to discuss decisions about programs, nor procedures for making these in bargaining. Perhaps for this reason, pre-contractual structures continue to provide advisory roles for faculties on a number of campuses.

Institutions examined have a mixture of contractual and/or senate arrangements. Four institutions have dual track bargaining--the senate is not covered in the contract. Three have both a senate and a contractual discussion of that senate's role. Two institutions have no senate; the faculty's role in educational decisions is covered in the contract.

A cluster of institutional, union and faculty characteristics are related to contractual education power and independence of the senate. Three possible explanations for the variation in faculty involvement in decision-making in this area are offered here. First, administrations may move to retain the non-enforceable senate structures where low enrollment growth may require administrative flexibility in decisions about programs. Also it is possible that at the high stature types of institutions the faculty is able to exert influence over educational decisions through the senate and does not need the protection of the contract. A third possible explanation is a divided faculty. Among the faculty at the more prestigious institutions, the pro-union faculty has been able to get the faculty out on strike for many days but not able to take over the senate's responsibilities. Perhaps there are among such faculties some who are suspicious of "blue collar" unionism and who will tolerate a union if it is a more prestigious union and if it sticks to pay and working conditions as issues and leaves the more sacred area of educational decisions alone. The above explanations are only tentative, of course, but do cover the findings of the study.



Agency ShopIntroduction

This area of faculty power is usually among the first to be discussed in contracts. Unlike other areas of faculty power examined in this section of the study, agency shop provisions are uniquely a product of collective bargaining; they do not come up until a faculty unionizes. This may, in part, account for the relative lack of association between variations in power in this area among the nine institutions and variation in other characteristics examined. This question is discussed below following the analysis of patterns of change in agency shop provisions among the nine institutions. Conflict and controversy within a faculty and between the faculty and administration are commonly associated with this aspect of faculty power, as is apparent in the analysis which follows.

Variations Possible

An important union security issue is whether or not the members of the bargaining unit are required to financially support the union. The union is obligated to represent all members of the bargaining unit in collective bargaining and in grievances. In public institutions the extent to which members are required to support the unions depends upon state statutes and specific contractual

provisions agreed upon by the two parties at each of the institutions.

In Michigan, open shop or agency shop are allowed. With open shop, bargaining unit members may choose to join the union and pay dues or to not join and not pay. Under agency shop, bargaining unit members who do not join the union must pay a service fee to help cover the costs of representation by the union.

Agency shop provisions may vary in enforcement procedures and in alternatives allowed to the payment of dues or a service fee. Various enforcement procedures common with agency shop include enforcement through termination of those who refuse to pay, civil action by the union to recover damages, or brief suspension with pay reduction for non-payers. Among the alternatives to payment of dues or a service fee is a "conscientious objector" clause through which a bargaining unit member who does not wish to support unions in any manner may be allowed to make a donation equal to the amount of the dues to a scholarship or similar fund. Another alternative by which agency shop provisions may be modified is the "grandfather clause", which allows persons who were on the faculty before unionization and who refuse to join the union to be free of the obligation to pay a service fee. Persons joining the faculty after unionization must pay dues or a service fee.

Examples of all of these possibilities may be found among the contracts of the nine Michigan colleges and universities studied here. On the basis of the experiences of these institutions, some generalizations can be made about the consequences of the different types of union security provisions upon relative authority or rights of the parties involved. Some conclusions can also be drawn about the consequences of different types of enforcement provisions for union strength and unity. These are discussed below and summarized in the conclusion of this section.

#### Faculty Influence

Generally union strength is enhanced through agency shop more so than open shop. This common expectation has been realized in the experiences of most of the institutions studied here, according to informants. Union strength and controversy engendered by agency shop both seem to vary with the method of enforcement used.

Of the nine institutions, only three has some form of agency shop in their original contracts. Currently eight have agency shop. The informants at the five schools which changed from open to agency shop after the original contract report that this change to agency shop increased both the revenues for the union and the number of dues-paying union members. The increase was dramatic at three of these five

schools where the proportion of bargaining unit members belonging to the union increased from half or less to generally about 90%.

As a consequence of the increased membership, some informants believed that union influence in bargaining is enhanced. Apparently, the moral authority of the union to speak for the faculty is demonstrated by increased membership, and the possibility of a successful concerted job action, such as picketing or striking, is increased. Some informants report that with increased membership the pool has increased from which union leaders and other workers may be drawn. At two schools, informants report that some vocal anti-union faculty members have joined and become active union leaders with the change from open to agency shop.

There may be some disadvantages to changing from open to agency shop. Observers generally regard the open shop/agency shop question to be potentially the most divisive issue an organized faculty faces (Johnstone 1981, p. 141). This general observation is confirmed in the experiences of some of the institutions examined here. The change at some institutions from open to agency shop was accompanied by heightened conflict among members over the issue. Another problem, reported by one college is that the anti-union faculty members who joined the union under agency shop have retained their anti-union perspective and become a

disruptive element in union meetings. Nonetheless, at this college the informants believe that the benefits of agency shop outweighed this disadvantage. Neither at this school nor any of the others is the fear reported by informants that inclusion of marginally committed members in the union under agency shop might undermine the union or lead to decertification.

The overall conclusion is that agency shop does enhance influence of the union in negotiation, although the change to agency shop does entail some risk of heightened conflict within the faculty.

#### Enforcement of Agency Shop

While faculty informants generally report positive consequences of agency shop for membership, financial security, and the influence of the union, the effect of agency shop upon internal unity is mixed and apparently varies with the mode of enforcement. The union responses to refusal of a member to pay either dues or a service fee vary under different contracts from the harsh alternative of requesting that the administration terminate the non-payer to the less punitive alternative of no action at all or civil action by the union to secure damages from non-payers. Intermediate between these extremes is the provision for a small financial penalty to be automatically deducted from the non-payer's salary. On the basis of the

experiences of the nine schools in this study, it would appear that the most lax enforcement procedures create the greatest internal difficulties and the most harsh create somewhat less conflict. The intermediate alternative of automatic penalty deduction seems to create the least division within the union. The institutions' experiences with these alternative enforcement provisions are described in the following.

At one university, agency shop was added to the contract without any provision for enforcement. As a consequence, there was no mutually accepted course of action for the union to take when several percent of the faculty members refused to make any form of payment. The union was compelled to undertake a long, expensive and somewhat divisive legal battle in order to affirm that all faculty members must comply with the agency shop provisions. Because of this experience, this union negotiated new enforcement procedures under which those who refuse to voluntarily comply are suspended for one and one-quarter days with a proportionate deduction from their salary. In this, as in similar provisions at other institutions, the suspensions are made when convenient to the administration, usually during vacation time. These are not really suspensions from work as such, but are a device justifying the financial penalty leveled against the non-paying faculty member.

Another university instituted agency shop with the provision that the union would enforce payment through civil action against non-payers. Here, as in the above case, it was discovered that the long and expensive legal struggle worsened divisions within the faculty. Informants report the intent to address this issue in subsequent contract negotiations.

In the two above cases, lax or absent enforcement procedures led to long legal struggles to secure payment. These struggles created or exacerbated divisions within the faculty. Both faculty and administrative informants reported these observations.

Fewer problems seem to result when termination is used for enforcement. Of the eight schools with agency shop provisions, four currently have or previously have had loss of employment as the only alternative to paying dues or a service fee. Three retain this provision.

Those contracts in which the possibility of termination is used to enforce the agency shop provisions usually state that payment is a condition of employment, as in Northern Michigan University's contract below.

...every bargaining unit member...shall tender to the Association, as a condition of continued employment..., either...Dues, or, in the alternative, a service charge in an amount not greater than the...Dues...(1980-3, p. 4).

When members fail to comply, the Association first warns them and then notifies the University to terminate any

who still have not paid. Northern Michigan University's language is typical

An employee shall be terminated at the end of the current semester...when:...the Association first has notified the employee by letter...warning the employee that unless such dues or service charge fees are tendered within thirty...days, the employee will be reported to the Board for termination (1980-3, p. 4).

Typically the Association assumes responsibility for any suits arising from the enforcement of such provisions.

These simple agency shop provisions have the advantage of providing a compelling mechanism to encourage compliance of the members of the bargaining unit. The major disadvantage from a union perspective is that some faculty members, including union members, may regard termination as an overly harsh response to the minor offense of refusal to pay. In acting to have faculty terminated, the union may fulfill the common stereotypical expectation that unions destroy individual freedom of choice. If the union does not move to enforce such an agency shop provision, however, the union may be seen as weak in that it has failed to fulfill its contractual responsibilities.

At one of the Michigan universities caught in this dilemma, the union chose not to enforce the contract. It tolerated non-compliance. In the process of negotiating the next contract at this university agreement was reached on a modified agency shop provision which provided both a conscientious objector clause and also penalization by means



of a two-day suspension for those who refused to accept one of the three alternative forms of voluntary payment.

Elsewhere, the enforcement of agency shop provisions through threat of termination has not created major difficulty. At two institutions, recalcitrant members resisted up to the point of termination and then chose to join rather than be terminated. Comparing these experiences with those of the institutions which have used much less punitive methods of enforcement discussed above, four advantages of the termination alternative become apparent. First, loss of employment is sufficiently dreadful to assure eventual compliance in almost all cases. One exception reported by informants is the instance of a non-compliant faculty member who took early retirement, with some financial loss, rather than be terminated or pay a service fee to the union. Second, limitations on the length of time the controversy may continue without resolution are built into the procedures for warning and then terminating the non-paying bargaining unit member. In contrast, the legal battle enacted to enforce less punitive provisions lasted one or more years. Third, the union need not initiate a long, expensive and divisive law suit to compel compliance when termination is used to enforce agency shop. Instead, the onus for initiation of any law suit would rest with the member who refuses to comply and wishes to resist having been terminated. Fourth, when termination procedures are

initiated, the university acts under the direction of the union to do so. The deed is not a unilateral union action. For these four reasons, the harsh alternative of termination seems to produce less discord within the faculty than the less harsh alternatives of provision for civil action or no provision for enforcement.

At one college, an agency shop provision which uses termination for enforcement includes a grandfather clause which allows those on the faculty before the union began to pay nothing if they so choose. Anyone joining the faculty after the union was formed must pay either dues or a service fee as a condition of employment. The rationale for this provision is that it forces no faculty member to support the union. The new faculty members voluntarily accept this condition of employment when they accept a position on the faculty of the college. The extent to which this is really a choice for the candidate for a faculty position depends, of course, upon the availability of other employment for such a person. In practical terms, the grandfather clause reduces the acrimony with which anti-union faculty members might resist the newly formed union. At the college using the grandfather clause, anti-union sentiment has not created any open divisions within the faculty.

Perhaps the least strife-producing enforcement procedures are those involving brief, non-voluntary suspensions and pay reductions for bargaining unit members

who refuse to pay dues or a service fee. Usually the lost pay is retained by the institution. Controversy is reduced by a number of aspects of these provisions. The non-compliant faculty member is allowed to retain the anti-union stance and is not forced to voluntarily acquiesce to the union. At the same time, resentment of members against "freeloaders" (i.e. non-payers) is dissipated by the penalty exacted against the non-payers. Also, non-compliance does not require a case-by-case decision to initiate action against individual faculty members with the debate and controversy which attend such decisions. Finally, the penalty, usually \$200 or \$300, is not a great loss to the non-compliant faculty member and does not appear to constitute sufficient cause for a legal reaction on the part of the suspended.

In their original contracts, none of the nine institutions studied here had a suspension/penalty provision. Currently, of the eight institutions with agency shop, four use some form of suspension and pay reduction penalty as an enforcement procedure for those who refuse to make some form of voluntary payment under the various agency shop provisions. Two of the institutions with suspension/penalty provisions introduced the provisions as a solution to problems experienced enforcing agency shop provisions. Two other institutions introduced this provision when changing from open shop to agency shop.

Table 21 gives the breakdown of the types of union security provisions in the contracts of the nine institutions examined in this study.

The types of provisions in Table 21 are given in the order of decreasing faculty power, beginning with the greatest power provided by the first listed. Unity is a major source of strength for a group of employees engaged in collective bargaining. That union has greatest power which has a contract with provisions which affirm the importance of membership or participation through strict enforcement for failure to provide the minimal support required, such as payment of a service fee.

Table 21. Current Union Security Provisions

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Type of Shop	Enforcement Provisions	Institution
Agency shop	termination only	Ferris State College Northern Michigan University
	suspension and penalty or termination	Eastern Michigan University Oakland University Saginaw Valley State College
	suspension and penalty or conscientious objector status	Western Michigan University
	grandfather clause or termination	Lake Superior State College
	civil action	Central Michigan University
Open shop		Wayne State University

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Non-Compliance

Although the most broad-reaching consequences of union security provision changes are for the balance of power between the faculty and administration, such provisions do have important consequences for the typically small number of faculty members who resist payment of the service fee. The actions of such faculty members and the response of the union members to them can have consequences for union unity-administration relationships.

The options of not paying money is eliminated under agency shop provisions. Under the simple agency shop provisions, the member must support the union through dues or a service fee or face termination. At two of the institutions examined here, support for the union is thus compelled. Under modified agency shop provisions, the non-union faculty members may choose to have the money they pay go elsewhere than to the union. Two options among the institutions examined here are the penalty through suspension and the conscientious objector clause.

At four of the eight institutions which have agency shop provisions, when faculty members refuse to pay dues or a service fee the Association may request that the administration briefly suspend and correspondingly reduce the pay of such faculty members. With this alternative, the money lost to the faculty members goes to the institution,

not to the union. At the institutions with this option, suspension is selected by one to several percent of the faculty. Usually more non-union members pay a service fee than are suspended. At one institution, however, a few faculty members are suspended and penalized, none pay a service fee, and the remaining majority are dues-paying union members.

Where a conscientious objector cause is included, as in one of the institutions studied here, the non-members may choose to have their money go to a scholarship or other similar fund.

The fact that some faculty members refuse to join the union appears to be an issue on some campuses. Generally, administrative informants made few or no unsolicited comments on this or other issues regarding support for the union among the faculty except in the case of department chairs where chairs are members of the bargaining unit. In contrast, faculty informants on a number of campuses spontaneously reported that the motive of the non-union faculty members are or have been a concern among union members. Where there is an agency shop provision, this appears to be less of an issue. It is a more important issue where there is an open-shop provision, under which non-members may avoid paying any fees. Many informants report that among some union members, non-paying bargaining unit members are referred to as "free-loaders" and are

resented because they enjoy the benefits of the union without sharing responsibility for its cost. Informants generally distinguish between "free-loaders" and other faculty members whose refusal to pay is believed to be based on principled opposition to unions in general. These non-paying "conscientious objectors" are generally respected for their stand on principle, whereas the "free-loaders" are disparaged as opportunists. Some union members apparently presume that "free-loaders" refuse to join in order to save the \$200 or \$300 annual dues. Generally, informants expressed the belief that among the non-members on open-shop campuses, the "free-loaders" are more numerous and the non-paying "conscientious objectors" are more scarce.

Informants produced some evidence that there are, in fact, both "free-loaders" and non-paying "conscientious objectors". First, there is sometimes disparity between the number of faculty members who vote for a union in the certification election and the number who subsequently join the newly formed union. At at least two of the institutions, a majority of the faculty voted for the union, but a minority joined and paid dues when the union was certified as the representative of the faculty. This suggests that a number of faculty wish to have a union on campus but do not wish to pay for or join the union. A second indication that there may be "free-loaders" and "conscientious objectors" is the typical increase in

membership when an open shop campus becomes an agency shop campus. At three of the five schools which made this change, the union membership approximately doubled. When compelled to pay, a number of bargaining unit members who had before been non-members chose to pay dues and vote rather than remain non-members, pay a service fee and have no vote. Apparently when compelled to pay a number of faculty members choose to join the union. A third indication of the difference in motive for non-membership was suggested by informants at an institution where service fees were placed in a scholarship fund. At this institution, a small number of members shift regularly from non-membership to membership. As non-members paying a service fee, they reportedly reduce the amount of the service fee from their income tax as a contribution to a scholarship fund. When an important union vote is scheduled, these few join the union and vote.

The existence of the non-paying "conscientious objector", who refuses to join because of principled objection to unions, is evidenced by the amount of difficulty some faculty members endure in the course of refusing to support the union when the open shop campus becomes an agency shop campus. On two campuses, unions have had to undertake lengthy and costly legal battles to secure payment of a service fee from some members. On other



campuses, some faculty members have refused to join until threatened with imminent termination.

The distinction between "conscientious objector" and "free-loader" describes as a dichotomy variables which might otherwise be described as continuous. Pro-union and anti-union sentiment of faculty members could be described as lying on a continuum from the most adamantly opposed to most firmly committed to unionism. Dues-paying members are not necessarily pro-union, but may include a number of faculty members who have joined in order to assume active roles in campus politics or to avoid criticism from pro-union colleagues. A separate continuum might be used to describe variations in the extent to which the payment of the dues or a service fee is regarded as a burden. Some members as well as non-members may find the burden onerous.

#### Administrative Influence

Administrative influence over faculty members is affected by changes in union security provisions even though state law does not allow an administration to take an active role in encouraging or discouraging membership or activity in the union nor to discriminate among faculty members because of the faculty members' union membership (Michigan Public Employee Relation Act, Section 423.210). Comments made by administrative informants seemed in accord with both the letter and the spirit of this law. Administrators

generally made little comment about union membership except in response to direct questions. The only exception to this general attitude of detachment occurred at institutions where department chairs were members of the bargaining unit. At such institutions, administrators are understandably concerned with the consequence of membership in the bargaining unit for the loyalty of the chairs to the administration and for chairs' ability to function as administrators. The administrative informants did provide requested information, usually from memory, about the faculty members, service fee payers, conscientious objectors, etc. Administrative informants did confirm faculty informants' reports that conflict was created within the faculty by threatened termination or lawsuits filed against non-paying faculty members.

In contrast to the detached attitude displayed by administration informants about union security issues, the faculty informants frequently expressed the belief that administrators discriminated on the basis of membership or activity in the union. Generally, informants regarded an active leadership role in the union a liability with regard to securing consideration for promotion, sabbaticals, or other similar requests where the administrators had some discretion in awarding or granting the request. At some institutions, the faculty believe that those who did not join were given preferential treatment. This belief

appeared to be part of the cause of resentment toward "free-loaders", who were believed by some informants to be both saving money and securing preferred administrative treatment by their refusal to join the union. Whether these beliefs are true or not is a question beyond the scope of this study. The beliefs do appear to be part of the cause of certain events, such as the effort on the part of the union to negotiate agency shop agreements. True or not, these beliefs have consequences.

#### Patterns of Change Summarized

At least three tentative conclusions may be drawn from this examination of changes in agency shop provisions. First, institutions tend to shift from open shop to agency shop. Second, modified agency shop provisions have become more common than straight agency shop provisions. Third, the least punitive procedures for enforcing agency shop produce greater divisions within the faculty than do the more harsh alternatives of termination or brief suspension. Each of these is summarized below.

The first pattern is the most pronounced. Among the institutions examined here is movement away from open shop toward some form of agency shop. Six of the nine had open shop in their original contracts. All but one of these has shifted to some form of agency shop. Various explanations may be offered for this movement away from open shop toward

agency shop. It may be that the potentially divisive agency shop is difficult or too risky for the newly-formed union to seek in the first contract. Or perhaps agency shop is not typically among the high priority union demands for the first contract. It is also possible that an administration, in its first contract. It is also possible that an administration, in its first dealing with a union, may feel excessively threatened by the prospect of agency shop. As the administration gains experience in working with the union, agency shop may be less frightening.

The second conclusion is that modified agency shop provisions have become more common than straight agency shop provisions. Straight agency shop provisions allow three alternatives to bargaining unit members: joining the union and paying union dues; not joining but paying a service fee to the union; and termination of employment. Modified agency shop provisions allow additional alternatives to these three. Among the three institutions which had agency shop in their original contracts, two had straight agency shop, only two have straight agency shop provisions. A modification used by four of the eight institutions which have some form of agency shop is to have the bargaining unit member who refuses to pay dues or the service fee suspended for one or two days and suffer a proportional loss of pay. Other modifications used in the current contracts include a conscientious objector clause, a grandfather clause, and

provisions for collecting from non-payers through civil court action by the union rather than terminate the non-payers.

The third, and most tentative, conclusion based on the experiences of these institutions is that greater conflict within the bargaining unit occurs with the use of less punitive procedures for enforcing agency shop provisions, such as no action or civil court action initiated by the union. Somewhat less conflict is produced by the straight agency shop provisions. The least conflict appears to be generated by use of the brief-suspension/loss of pay enforcement procedure. .

Agency Shop and Other Measures of Faculty Power and  
Measures of Professional Stature, Institutional  
Characteristics and Union Organization

There is no significant relationship between faculty power in agency shop provisions and faculty power in any other area of faculty power examined in this part of the study. No significant relationship exists between faculty power in agency shop provisions and either of the measures of professional stature of the faculty. No institutional or union characteristics is associated with faculty power in this area. Indeed, faculty power in agency shop provisions stands out as an isolate among the variables examined here.

There are a number of possible explanations two of which lie in the study itself. First, the method of

measuring and ranking union security provisions may not be a valid way of assessing variables in faculty power.

Second, this aspect of the contract may respond to experiences of the faculty and to past faculty-administration relationships not examined in this study, such as the nature and extensiveness of the controversy which gave rise to collective bargaining on each campus.

Third, agency shop provisions are rather different from the other areas of faculty power examined in this part of the study. Tenure, evaluation, educational decision-making, and department head selection and review all involve areas of decision-making which existed prior to collective bargaining. Union security provisions, such as agency shop, are specifically collective bargaining considerations and are not related to traditional areas of collegiality. The absence of relationship between faculty power in agency shop provisions and in other areas examined here may be explained by this difference.

Fourth, professional stature and faculty power in agency shop may not be related because agency shop is not an area of power central to the concept of professional autonomy and control. Union security provisions have some consequences for the unity among a community of peers described in the professional ideal type. However, this consideration may be of lesser importance to the faculty members than other aspects of professional activities and

organization. Agency shop questions may be seen by faculty members as "merely political", i.e. having to do with techniques for gaining power, and in contrast to more fundamental questions such as criteria for evaluation and authority to alter curricula.

Perhaps some combination of the above can explain the absence of relationship between faculty power in agency shop provisions and other variables examined here.

### Analysis: Findings II

#### The Measures of Faculty Power

The second part of this study has investigated (1) the extent to which current faculty power is positively associated with the professional stature of the faculty, or (2) the extent to which alternate explanations of bureaucratic considerations of the administration or union strength explain variations in faculty power. To this end, six areas of faculty power were selected, and current contracts at the nine institutions were analyzed in order to rank the nine institutions by the extent of faculty power in each of the areas to answer the above two questions.

The six areas of power and the separate measures used in the areas which were composite measures are given below.

- (1) Faculty power over the department head, which is measured as:

- (a) membership of the department head in the bargaining unit,
  - (b) faculty involvement in selection of heads,
  - (c) faculty review of department head performance.
- (2) Evaluation of faculty members, which is measured as:
  - (a) peer review in
    - 1) developing criteria,
    - 2) approving criteria, and
    - 3) conducting and reporting and discussing evaluation; and
  - (b) end to the apprenticeship period, measured as
    - 1) maximum length of probationary period given and
    - 2) limits on routine evaluation of tenured faculty members.
- (3) Faculty involvement in tenure decisions.
- (4) Faculty involvement in curriculum and other educational decisions.
- (5) Faculty power in layoff and recall decisions, which is measured as:
  - (a) contractual limitations on conditions under which an administration may layoff,



- (b) extent of collective faculty involvement in layoff and recall decisions as required by the contract,
- (c) contractual limitations on administrative authority to determine the layoff order, and
- (d) faculty member's rights in recall decisions.

(6) Agency shop provisions.

The first four of these areas were selected because they are central to the definition of a profession, as well as being controversial and key decision-making areas. The latter two areas of power were selected because they involve key decisions and are controversial.

Faculty Power and Professional Stature  
of the Faculty

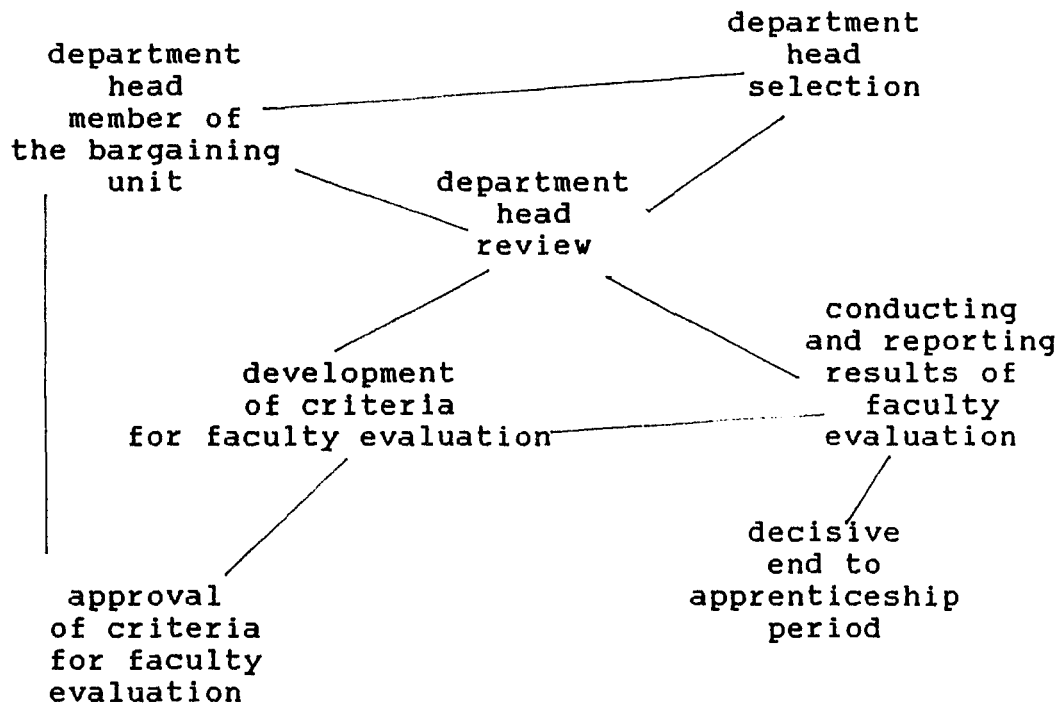
In two of the six areas of decision-making, faculty power is clearly associated with the professional stature of the faculty measured as the percentage of faculty members holding a Ph.D. or equivalent degree. These two areas are (1) evaluation of faculty members and (2) faculty power over the department head. Both of these are positively associated with the percent of faculty members holding the Ph.D.

It should be noted that these two are among the four areas of decision-making selected because they are central

to the definition of a profession. Power in either area promotes a peer-system of relationships within the basic work unit, the department, and helps faculty members gain control over their discipline, the major focus of professional identity in academia.

These two areas in which faculties with more Ph.D.'s have higher power, evaluation and power over the department head are themselves positively associated. These two are composite measures. Many of the seven separate elements which comprise the two areas are also positively associated, as can be seen in Figure 4.

Figure 4. Faculty Power over Department Head and in Faculty Evaluation



Items connected by lines are associated positively at the .05 level or less using Spearman's rank correlation coefficient.

When professional stature is measured as the stature of the type of institution, there are fewer associations between professional stature and faculty power. Stature of type of institution is not associated significantly with faculty evaluation or selection and review of the department head. Stature of type of institution is associated positively with one of the four components which make up the composite measure of faculty power in evaluation, faculty power in approval of criteria for evaluation. However, type of institution is not associated with faculty power in the other three components of evaluation power.

Clearly, the two measures of professional stature--percentage of Ph.D.'s and stature of type of institution--do not stand in the same relationship to faculty power. Furthermore, these two measures of professional stature are not significantly associated with one another although, as can be seen from the following table, the direction of differences is as one might expect--the higher status types of institutions have a greater percentage of faculty members with the Ph.D. or equivalent degree.

Table 22. Measures of Professional Stature

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Type and Name of Institution	Percentage of Ph.D. Holding Faculty	Average Percent Ph.D.'s by Type
State College		
Ferris State College	30%	47%
Lake Superior State College	31	
Saginaw Valley State College	80	
Regional State University		
Northern Michigan University	55	67%
Eastern Michigan University	57	
Western Michigan University	64	
Central Michigan University	69	
Oakland University	90	
Major Research University		
Wayne State University	85	85%

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Two institutions have a much higher percent of Ph.D.'s than others of their types. Oakland University, with 90% of its faculty holding the Ph.D. degree, is atypical of regional state universities. Saginaw Valley State College with 80% Ph.D.'s is similarly unlike others of its type of institution, state colleges. When these two atypical institutions are excluded from the sample, among the remaining seven institutions those of higher stature type have a higher percentage of faculty members with the Ph.D. or equivalent degree. At the .01 level of probability using Spearman's rank correlation coefficient, stature of type of institutions and percentage of Ph.D's are positively associated.

Probably the reason for the unusually high percentage of faculty members with the Ph.D. degree on the faculties of these two institutions is the recent origin of the two institutions. Most of the other institutions included in this study were founded long ago and have hired faculty members without the Ph.D. degree, especially during earlier periods of expansion. Oakland University and Saginaw Valley State College were founded after the period when there was a relative shortage of professors and were able to hire when Ph.D.'s had become more readily available. Hence, their faculties include more members with Ph.D.'s than one might expect for their type of institution.

We may conclude from the above that although the two measures of professional stature do not measure precisely the same aspects of professional stature, there may be some overlap in what they are measuring. Of the two, percentage of Ph.D.'s on the faculty is related to high faculty power more extensively than stature of type of institution.

Both empirically and theoretically, percentage of Ph.D.'s seems to be the appropriate measure of professional stature. Formally certified possession of a body of knowledge is the basis of professional autonomy and power theoretically. Among the institutions examined here it apparently is important for securing power.

Thus far I have discussed the positive relationship between professional stature of the faculty and faculty power (1) in faculty evaluation and (2) over the department head. However, the four other measures of faculty power are not associated with professional stature, nor are any of these four associated with any other of the six areas of faculty power. Among these not associated are two which were selected for reasons other than their importance for the ideal type definition of a profession. Faculty power in agency shop provisions and faculty power in layoff and recall decisions are both power areas which are not of major theoretical importance. In neither area of decision-making is there convincing evidence that professional stature is associated with high faculty power.

The other two areas of faculty power not associated with professional stature, tenure and educational decision-making, are theoretically important aspects of professional standing, as are faculty evaluation and power over the department head. However, institutional circumstance seem to obscure whatever influence professional stature might have upon power in these two areas. Educational decision-making procedures may be excluded from the contract because this is not a mandatory topic of bargaining and also because faculty involvement in educational decisions has traditionally been handled by senates. Since the senates are not necessarily mentioned in the contract, the faculty's contractual power in educational decisions is low where there is an independent senate. Assessment of faculty power through the senates is beyond the scope of this study. For these reasons, it is not possible to accurately measure faculty power in educational decision-making.

Faculty power in tenure decisions is not related to any characteristics of faculties, institutions or unions examined here. Power in this area is not associated with faculty power in other areas of decision-making. There are a number of factors probably acting upon faculty power in this area, none apparently decisively. On the basis of the theoretical definition of a profession, the professional stature of the faculty should be related to faculty power to decide who is to be admitted to relatively autonomous and



secure positions with the discipline. But bureaucratic considerations of administrations also provide convincing arguments for administrative control over these decisions because tenure entails a long-term commitment of funds. Administrative consideration may become more important than professional prerogatives where the proportion of faculty tenured, or sluggish enrollments, or administration plans to revise the institution's mission may make administrators particularly reluctant to let faculty have a significant role in tenure decisions. Perhaps the interplay of a number of important factors together with the small size of the sample in this study has produced the absence of any clear explanation for variations in faculty power in tenure decisions.

We may conclude that professional stature, at least as measured by percentage of Ph.D.'s is associated with faculty power in some key areas which are central to control of work and the workplace. In a number of other areas, however, bureaucratic or other considerations apparently have greater sway in determining what amount of power the faculty of a particular institution can secure. In these other areas, faculty power may be great or little, but it is not associated with the faculty's professional credentials.

Alternate Explanations for Variations  
in Faculty Power

Among the seven characteristics of institutions, unions and faculties examined as possible alternative explanations for variations in faculty power, some appear promising and others do not.

Of the three factors associated with union strength, the number of years organized for collective bargaining is more often related to high faculty power. Faculties which have been organized longer have greater power in selection and review of department heads and their department heads are more often members of the bargaining unit. Longer organization is also associated with having a decisive end to the apprenticeship period and less regular evaluation of tenured faculty members. Long organization is also associated with greater faculty gains in successive contracts.

Another factor thought to be related to union strength, number of days out on strike, is not associated with variations in faculty power in any area.

The third aspect of union strength, high status representation, is associated with two areas of power. American Association of University Professors affiliation, defined here as the higher status affiliation, is positively associated with greater faculty power in developing criteria to be used in faculty evaluations. But high status affiliation is also associated with lower faculty power in

the area of protection of individuals through unequivocal criteria in deciding layoff order.

Overall, only length of organization among the union factors is convincingly associated with greater faculty power simply because the general direction of power changes under collective bargaining is gains for faculty, according to this study.

Among the three measures of a strong union, only two are associated with one another--more days out on strike and high status affiliate (A.A.U.P.). Neither of these is clearly associated with high faculty power. The third, long period of organization, is frequently associated with power and not associated with the other two union variables. If these are measures of union strength, clearly they are measuring different aspects of union strength. Years organized seems to be the better prediction of faculty power. Perhaps other faculty gains not measured here, are associated with the other two union variables. For example, strikes may shorten the time spent negotiating or increasing benefits secured.

In retrospect, perhaps a more direct measure of union strength would have been percentage of bargaining unit members who are union members. This measure would tap unity, probably the most important characteristic for union strength.

Bureaucratic factors influencing administrators include size of faculty, percent of faculty tenured enrollment growth, layoff experience and student/faculty ratio.

Size of faculty is associated with only one aspect of faculty power. Faculty power over educational decisions through contractual provisions is relatively low at the larger institutions. This may be, in part, because the larger institutions are more likely than the small to have retained the independent senate. A possible explanation for this may be that size of faculty influences the number of campus activists. Perhaps on the smaller campuses, there are simply not enough faculty members interested in being active in governance above the departmental level to fill the ranks of both a union and a senate.

The percentage as expected of faculty tenured is associated positively with low faculty power, but not in many areas. Where the percentage of faculty members tenured is high, faculty have relatively low power in the selection of the department heads. As discussed in the section on change, low faculty gains in power is associated with a high percent of faculty tenured. It was proposed that having a high percent of the faculty tenured may increase the job security of the faculty as a whole, but does not necessarily create a greater desire among the faculty to be involved in decisions on campus. Furthermore, as administrators become

worried about managing a tenured-in faculty, they may not give up much power. Whatever influence this factor may have, it is of minor importance.

Two variables measure different aspects of the institution's financial soundness and job security of the faculty: enrollment growth and layoff or reduction experience. Both were predicted to have some consequences for faculty power. The consequences found are few and mixed. High enrollment growth is associated positively with faculty power, as predicted, but in only one area of faculty power. At institutions with high enrollment growth, the department head is likely to be a member of the bargaining unit. High enrollment growth is associated with low faculty power in collegial involvement in layoff and recall decisions, a reversal of the relationship predicted. Freedom from layoff experience is, as expected, associated positively with power, but only in one area. Faculties at institutions with little or no layoff or reduction experience have high power in approval of evaluation criteria.

The absence of many and consistent relationships of other factors with enrollment growth and layoff experience may be caused by two circumstances discussed above in the section on layoff and recall power. According to informants faculties and administrators do not tend to pay much attention to layoff and recall provisions until the wolf is

at the door. This might produce variations in power which are less patterned than those in other areas of power. Also layoffs may occur under very different circumstances because of the variety of reasons for which layoff provisions may be used. The absence of relationship between enrollment growth and layoff and reduction experience in these findings attests to the variability of layoff circumstances.

A high student/faculty ratio was predicted to be associated with high faculty power. It was found to be so in five separate measures of faculty power:

- (1) restrictions on conditions under which the administration may declare a layoff,
- (2) a decisive end to the apprenticeship period,
- (3) faculty power in selection of department heads,
- (4) faculty involvement in review of department heads, and
- (5) department head membership in the bargaining units.

This alternative factor was more frequently related to faculty power than any other alternative factor. Perhaps a high student/faculty ratio does produce the combination predicted of (1) job security for faculty but job dissatisfaction due to perceived overload, together with (2) relative lack of concern among administrators about

flexibility because of understaffing, and also (3) a desire on the part of the administrators to give something to the faculty less expensive than more colleagues.

### Conclusions

Overall, two areas of power stand out in this analysis. Faculty power in evaluation of faculty members and faculty power over the department heads are both relatively frequently associated with professional stature of the faculty. These two are also relatively frequently associated with the other institutional, faculty, and union characteristics examined as possible alternative explanations to professionalism for variations in faculty power. These two areas of power and the elements which compose them are also frequently associated with one another. Table 23 shows the measures of professional stature and alternative factors which are associated with some aspect of faculty power.

Table 23. Variables Associated with High Faculty Power

Variable	Type of Faculty Power
Professional Stature	
High Percent Ph.D.'s	department chair is member of the bargaining unit  faculty select department chair  faculty review department chair  faculty develop criteria for faculty evaluation  faculty conduct and report faculty evaluation
High Stature Type of Institution	faculty develop criteria for faculty evaluation  faculty involvement in layoff and recall decisions
Bureaucratic Factors	
High Student/Faculty Ratio	department chair member of bargaining unit  faculty select department chair  faculty review department chair  decisive end to apprenticeship  administration restricted in conditions under which layoff may occur



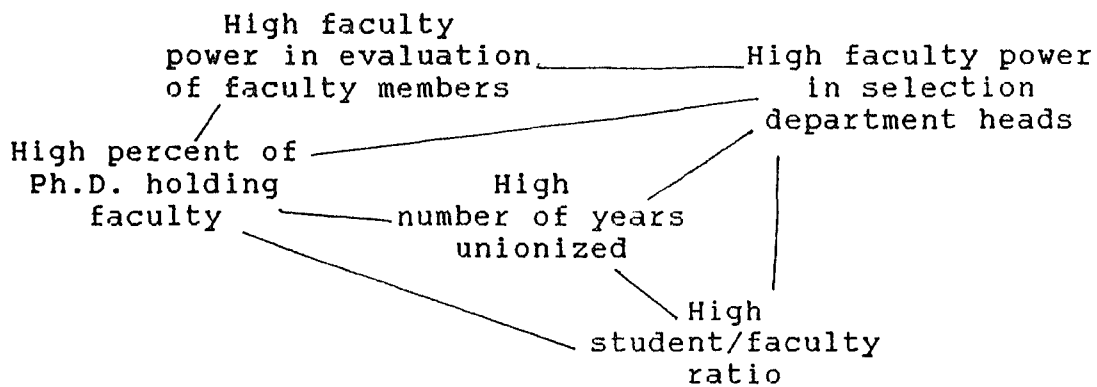
Table 23. (cont.)

High Enrollment Growth	department chair member of the bargaining unit
Low Enrollment Growth	faculty involvement in layoff and recall decisions
Little Layoff or Reduction Experience	faculty approve criteria faculty evaluation
Low Percent Tenured	faculty selection of department head
Small Size of Faculty	faculty contracted power in educational decisions
Union Strength	
Long Time Organized	department chair member of bargaining unit
	faculty select department chair
	faculty review department chair
	decisive end to apprenticeship
High Status Agent (A.A.U.P)	faculty develop criteria for faculty evaluation
Low Status Agent (M.E.A.)	unequivocal layoff order

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Three variables are more highly associated with high faculty power. Faculties tend to have higher power at institutions where a higher percent of the faculty have the Ph.D. degree, the student/faculty ratio is higher, and the faculty has been organized for a longer time. These three variables are themselves highly interrelated. The pattern of relationships among these variables and the areas of faculty power are shown in Figure 5.

Figure 5. Variables Associated with Faculty Power<sup>1</sup>




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<sup>1</sup>Variables connected by lines are associated at the .05 level or better, using the Spearman rank correlation coefficient.

It would appear that having professional credentials enables a faculty to secure high power in two important areas for professional control over work under certain conditions. One of these conditions is having been organized for a long period of time. The other is having

the institutional and job security which exists where there is a high student/faculty ratio.

It may be that in other areas of power, a faculty's professional credentials do not so readily lead to high faculty power because a number of important bureaucratic priorities confuses whatever relationship might otherwise exist between professional stature and control over work and the workplace. These bureaucratic influences do not appear to exert unchallenged influence. The relationship between factors which might excite administrative concern such as enrollment stagnation, are seldom associated with low faculty power. It may be that in these other areas the interplay of influence of professional credentials of the faculty and bureaucratic prerogatives of administrators leads to neither factor having a clear relationship with low or high faculty power.

The relationship between professional stature and faculty power in evaluation and over the department head may occur because control in these areas is a more important professional prerogative than in other areas of power. Perhaps the administrations of institutions with high percentages of faculty members with Ph.D.'s have resigned themselves to letting the faculty have relatively high power in these areas and have sought to retain control over outcomes elsewhere. For example, an administration can allow faculty members to have considerable control over

evaluation of one another but retain control over who gets tenured or, that failing, over the proportion of the faculty in a department who will be tenured. Similarly, if department heads are peers of faculty members and not administrators, duties and power which might have been given the department head may be given to the dean.

Perhaps in other decision-making areas, administrators do not have readily available alternative methods to retain control over outcomes and therefore have not backed down so readily when faced with a faculty composed of a high percentage of Ph.D.'s who demand more power.

## Chapter 5

### CONCLUSION

#### Introduction

Erosion of worker control over work and the workplace does not seem to characterize recent changes in academic decision-making. The unionized faculties examined here generally gained power over time. However, bureaucratic considerations built into the structure of academic institutions appears to limit the extent to which academic decision-making can be democraticized. In the concluding discussion which follows, results are brought together from Findings I, about change, and from Findings II, about variations in current power.

Overall, the results are heartening for faculty involvement. Generally faculties gain power in the course of collectively bargaining successive contracts after the original contract. The analysis comparing current power among faculties at the nine institutions also has produced some encouraging results. On a number of campuses, faculties do have considerable influence in decisions. High professional stature of the faculty is associated with greater faculty power in some areas. Long term organization for collective bargaining is associated with greater faculty power in some areas and with greater overall gains in power

over time. In some areas of decision-making, however, faculties have less power. In some areas faculty power is not associated with professional stature. Administrative considerations, particularly under adverse conditions, seem to diminish the relationship between the professional stature of the faculty and faculty power. These generalizations are discussed in the following paragraphs.

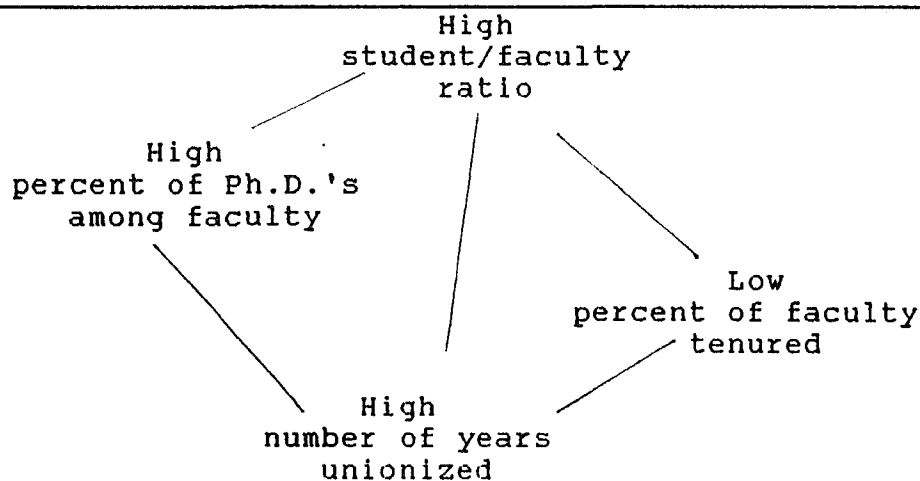
Variables Associated with High Faculty  
Power and Gains in Faculty Power

In Findings I, it was noted that three variables are associated with current high faculty power: (1) high percentage of Ph.D.'s, (2) high student/faculty ratio, and (3) high number of years organized for collective bargaining. When the data discussed in Findings I, on gain in faculty power, are added to the measures of current faculty, another institutional variable emerges as associated with high faculty power: low percentage of faculty members tenured.

Figure 6 shows the characteristics of faculties, institutions and union organization which are associated with gains in power and/or high power for faculties. All but percent of Ph.D.'s are positively associated with high gains in faculty power overall or in two of the three areas of gains: collective faculty power, individual rights and restricting administrative authority. All four characteristics are associated with relatively high faculty

power in two to five areas of current contracts. In the paragraphs which follow, tentative explanations are given for the association of these characteristics and high faculty power.

Figure 6. Variable Associated with Faculty Power<sup>1</sup>



<sup>1</sup>Variables connected by a line are positively associated at the .05 level or better using Spearman's rank correlation coefficient.

As can be seen in Diagram 5, low percentage of faculty tenured, is associated with a high student/faculty ratio, both of which factors were predicted to produce greater faculty power. This association suggests that tenuring-in does lead to relative over-staffing. The institutions with a high percent of faculty tenured have relatively lower student/faculty ratios. Low percent tenured and high student/faculty ratios are both associated with having been organized for a long time, a characteristic

itself associated both with high power and greater gains in power. A high percent of Ph.D.'s on the faculty is also among this constellation of characteristics associated with high faculty power.

Of these four characteristics associated with high faculty power, only high percentage of Ph.D.'s is not associated with high faculty gain. Apparently faculties which have solid claims to professional stature based on a high percentage of Ph.D.'s are able to secure relative high power in their original contract and retain this higher power through successive contracts but do not necessarily gain more power than do faculties with fewer Ph.D.'s.

Having a high student/faculty ratio may give a faculty job security but also more work associated with large classes and/or many classes. More work might lead to discontentment and to a faculty pressing for more power. The administration may be willing to grant some of this power because the institution is relatively understaffed and the administration has, therefore, flexibility in staffing; a major cost area. Furthermore, to retain the savings produced by relative understaffing, an administration might prefer to grant contract gains in power rather than hire more faculty members.

Low percent tenured is similarly associated with greater faculty gains. Perhaps a relatively recently hired and probably younger faculty is more likely to still have



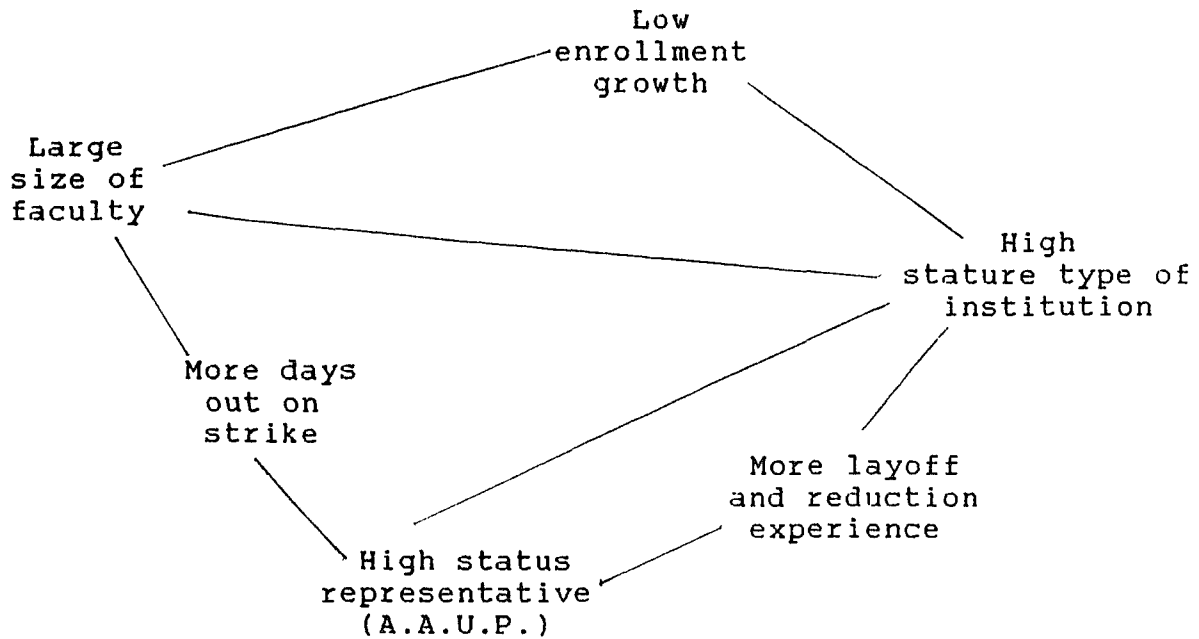
relatively high expectations for faculty involvement, born of graduate school experience in larger, more prestigious institutions than the one in which they are teaching. Perhaps an administration which does not fear tenuring-in of faculty may grant more power than it would were more of the faculty members tenured.

Years organized for collective faculty power is associated with both high faculty gain and greater current faculty power in a number of areas. This is expected, given that faculties generally gain power in successive contracts. The more contracts bargained, the greater gain would be expected.

Variables Seldom Associated with High Faculty  
Power or Gains in Faculty Power

A number of institutional, faculty, and union characteristics are not associated with faculty power or are only infrequently associated with faculty power measured either as current power or gains in power over time. These are shown in the following figure.

Figure 7. Variables Infrequently Associated with High Faculty Power<sup>1</sup>




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<sup>1</sup>Variables connected by a line are positively associated at the .05 level or less using Spearman's rank correlation coefficient.

High stature type of institution seems to be a central characteristic. As one might expect, faculties of the higher status institutions are larger. Also expected, these faculties tend to select the higher status, more traditional higher education bargaining agent, the A.A.U.P., to represent them in collective bargaining. A possible explanation for the limited association of high stature of type of institution and power may be found by the following examination of enrollment changes and days out on strike.

These high status types of institutions have had more layoff and reduction experience and also have had greater

problems with little or no enrollment growth in recent years. Perhaps at such institutions the faculties do press for greater power because of their high professional stature. However, the administrations of such institutions have serious management problems associated with enrollment stagnation and cannot give up much control without losing the flexibility they believe necessary to respond to the problems. Conflict may ensue based on the competing demands for control, with the demands of each party justified within the context of the two different frames of reference--the professional prerogatives of the faculty and bureaucratic authority of the administration.

Evidence of this conflict can be seen in the greater number of days out on strike associated with large size of faculty and high status representative. but days out on strike is not associated with greater current power nor with greater gains in power for faculty. Perhaps the strikes help faculties prevent loss of power where adverse conditions lead administrators to press for greater contractual authority. This tentative explanation does cover the findings that the higher stature types of institutions, where one might expect faculties to have great power, appear to be characterized by enrollment problems and higher power in only two components, little gain in power over time and longer strikes.

In summary, it appears that both professional and bureaucratic considerations are involved in the distribution of power and in changes of power in institutions of higher education. Professional stature appears to allow faculties to have extensive power in some areas. However, where there are institutional problems, the concerns of the hierarchical authority structure competes with the professional prerogatives of the faculties and prevents faculties from securing greater power.



FACULTY POWER UNDER COLLECTIVE BARGAINING AT  
PUBLIC, FOUR-YEAR COLLEGES AND  
UNIVERSITIES IN MICHIGAN  
VOLUME II

BY

LESLIE ANN DOBBERTIN

A DISSERTATION

Submitted to  
Michigan State University  
in partial fulfillment of the requirements  
for the degree of

DOCTOR OF PHILOSOPHY

Department of Sociology

1989

## Appendix

### CHANGES AT CENTRAL MICHIGAN UNIVERSITY

#### Introduction

Central Michigan University was founded in 1892 as a normal school and has emphasized teacher education through much of its early history. Today, C.M.U. offers a liberal arts education with advanced degrees in over forty areas, including a doctorate in psychology.

Enrollment growth at C.M.U. has been somewhat more favorable than for the state's public four-year colleges and universities. From 1960 to 1970 C.M.U. grew by 134% while the state's average grew by 100%. From 1970 to 1980 C.M.U. grew by 16% and the state's average by 13%. Enrollments fell by 6% at C.M.U. from 1980 to 1983. The average fell by 7%. The budget difficulties and the decline in growth experienced state-wide have been managed by C.M.U. through reorganization. Faculty reductions have been accomplished largely through attrition and use of temporary faculty has allowed flexibility (Michigan Department of Higher Education, 1960-1983).

When the C.M.U. faculty voted to certify a representative for the purpose of collective bargaining in 1969, C.M.U. became the first four-year public institution in the U.S. with a unionized faculty. Five successive

contracts have been written which cover the years 1970-71, 1971-74, 1974-77, 1977-80, and 1981-84.

The faculty at C.M.U. has never gone on strike. The faculty enjoys a relatively strong collegial role in departmental affairs, employment decisions and curriculum matters. The latter are handled through the Academic Senate which co-exists with the Association. In addition to being the forum for the faculty's collegial role in education matters, the Academic Senate provides an internal grievance procedure by which a faculty member grieves an alleged contract violation or a problem not covered by the contract.

Fifty-two changes in rights or authority have been made in the four contracts which have been negotiated since the ratification of the first contract. Most of the changes entailed either decrease in administrative authority, increase in the collegial authority of the faculty or increase of the individual rights of faculty members. These three types of changes occurred in about equal number. There were a few instances each of gains in administrative authority, decrease in collegial authority of the faculty and decrease in the individual rights of the faculty members.

Of the fifty-two total changes, fourteen were of major significance. Ten of these fourteen were gains in collegial authority of the faculty.



About half of the fifty-two changes occurred in the fourth contract (1977-80) and about a third were made in the fifth contract (1981-84). That the bulk of the changes occurred in the later and not the earlier contracts suggest that the changes were not items omitted in the original contract due to the inexperience of the two parties with contract negotiations and subsequently added, but were actual changes in the procedures and relationships developed in the course of negotiations.

Twenty-nine of the fifty-two changes were made in employment policy. Of the fourteen major changes, seven occurred in this contract area. Six of these were gains in collegial authority of the faculty. These six increased the faculty's involvement in shared decision-making in various aspects of layoff and provided greater authority to the faculty in various department-level decisions.

Among the notable changes were the additions of the right of C.M.U. to file a grievance, a managements right clause, binding arbitration, agency shop, and a faculty review committee with final and binding authority in grievances about various employment decisions. Merit pay raises distributed solely by the administration were dropped and equity/market raises made by the administration with faculty recommendations were added.

Overall, the general direction of change has been to increase both the collegial involvement of the faculty and

the individual rights of the faculty members while restricting administrative authority. A discussion of changes as well as of their causes and implications follows.

#### Changes in Association Rights at C.M.U

Since the original contract was negotiated, a number of additions have been made to the provisions for Association rights. Two of these are minor restrictions of the administration's authority, two are minor restrictions of the faculty's rights, and one is a major increase in the faculty's collective authority. These are discussed below.

First, the contract provides that "no member shall be subject to harassment, intimidation, or interference because of membership in and support of the Association" (1981-84, p. 2).<sup>1</sup> Similar but not identical protection is given in Michigan's Public Employment Relations Act (PERA) (Michigan Compiled Laws, 423.310.1a). The new contract provision, however, describes the protected actions somewhat differently than does the statute, and inclusion of this protection within the contract allows faculty recourse to grievance procedures as well as redress under the statute. This and the following changes are restrictions in administrative authority.

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<sup>1</sup>All citations in the Appendix refer to the collectively bargained agreements unless otherwise indicated.

Second, C.M.U. has agreed not to give "special advantage...to any person or group which has an expressed purpose undermining the Association..." (1981-84, p. 2). This provision goes beyond the protection provided by PERA.

The third change restricts faculty's responses to administration action which are both contractual violations and Unfair Labor Practices under the Michigan statute. The Association has agreed that it will either file a grievance or charge the administration with an Unfair Labor Practice, but will not do both (1981-84, p. 3). Without this restriction, the Association could both charge and grieve, a combination of options possibly more advantageous to the Association than either one by itself.

The fourth change has also reduced the authority of faculty to some extent. It is now required that in the event of a strike of similar action, the Association President or other representative will ask the striking members to cease and to resume work upon the request of the administration (1981-84, p. 61). Without this provision, representatives of the Association could choose whether or not to take this action.

The major change in Association rights is the addition of an agency shop. In the original contract faculty members who did not join the Association were not required to pay a service fee. In the third contract, an agency shop clause was added which requires all bargaining unit members to

either join the Association and pay dues or to pay a service fee equal to the dues to cover the costs of representing them (1981-84, p. 3). Those who do not pay a service fee are liable to civil damages. This change increases faculty authority considerably and is classified as a major change in this study.

This change created much controversy and led to a challenge of the Association's right to represent the faculty. A recertification vote was held in May, 1977 which reaffirmed the right of the Association to represent the faculty. Nonetheless, a number of faculty members still refused to join or to pay the service fee. The Association is currently engaged in a suit to secure payment.

The addition of the agency shop clause and the consequential law suit are actions variously described by informants as an error in judgement on the part of the Association, as a great victory for the Association, or as unavoidable but unpleasant actions necessary to strengthen the Association's position. Membership in the Association has increased as has financial support for the Association.

#### Changes in Management Rights at C.M.U.

Added in the recent contracts is a relative strong management rights article which contains both a general statement and many specific examples of rights retained by management (1981-84, p. 2). In the absence of such an

article, the management would still retain authority to manage in any area not modified explicitly by the contract. Nonetheless, inclusion of this article does strengthen any administrative claim to authority in the event of challenge by the faculty. Chances of the Association expanding their rights through arbitration over unclear language elsewhere in the contract is reduced by the addition of this management rights clause with its specific references to many areas of administrative authority. The addition of this article is a major increase in administrative authority.

#### Changes in Employment Policies at C.M.U

Faculty at Central Michigan University exercise strong collegial role in many employment decisions through their involvement in making recommendations and their involvement in the appeals process. In part, this may be traced to collegial practices which existed prior to the organization of the faculty. However, the earlier collegial role of the faculty was not uniform across campus, it continued at the will of the administration and the Board of Trustees, and it was substantially less than faculty enjoy under the current contract. Successive contracts have added to the faculty's collegial role. Without exception, the twenty-nine changes in contract provisions for employment policy made since the original contract have increased collegial or individual

faculty rights or have reduced the latitude of administrative authority. These changes have been made in many areas: promotion, tenure, reappointment, reassignment, just cause, layoff and recall, personnel files, and selection of department chairs.

Many provisions combine different types of employment decisions under a single set of procedures, as in the articles titled, "Tenure, Promotion, and Reappointment Policy," and "Department Procedures, Criteria and Bylaws" (1981-84, pp. 20, 16). Where procedures for tenure, reappointment and promotion are outlined in a single provision, i.e. within the same paragraph or sentence, a change in a provision which would involve all three types of employment decisions is treated in this analysis as a single change.

#### Promotion, Tenure and Reappointment

Discussed below are seven changes, each of which alters policy for all three types of employment decisions. The general implications of these changes are two: (1) the individual faculty member may now take a more active and informed position in the process by which the member's employment status may be changed and (2) the faculty have greater influence over criteria and procedures used as the basis of recommendation for such changes.

The most significant of these changes is the increase in the authority of the department over criteria and procedures to be used in promotion, tenure and reappointment recommendations. All contracts have provided that faculty evaluation shall be the responsibility of the department (1970-71, p. 24). The original contract permitted the department to develop criteria which had to be approved by the dean and provost (1970-71, p. 24). In the event of disagreement, the provost could request "...a person from the pertinent discipline from the academic community-at-large to preview the criteria and make recommendations" (1970-71, p. 24). Ultimate authority to accept or reject that person's recommendation or that of the department's rested with the administration.

In the more recent contracts, new procedures have been developed for resolving conflict between a department and the administration over criteria and procedures for promotion, tenure and reappointment recommendations, as well as procedures for deciding assignments, allocation of departmental funds and sabbatical leave recommendations (1981-84, p. 16). Under the new procedures the department forwards its recommendations on criteria, procedures, and bylaws to the administration for approval. The department may be asked to resubmit these two times. If, after two resubmissions, the administration has not approved the department's recommendations, a Standing Review Committee

"shall adjudicate" (1981-84, p. 16). This bipartite committee is composed of three appointees each by the President and the Association. The seventh member is selected by the first six, with the approval of the Association and the Administration. This is a major improvement in faculty rights because it qualitatively changes the power allowed the department. Before, the department voted on an advisory recommendation. Now they share decisive authority with the administration in this key professional area.

A long and stormy dispute, which was resolved through a Michigan Supreme Court decision, produced the following contractual change. Under the new procedures a department is not required to use student evaluations to assess a faculty member's teaching competence, and "choice of evidence demonstrating teaching competence shall reside primarily with the various departments" (1981-84, p. 28). This change which is a minor improvement in the faculty's collegial authority, is explained below.

This new provision resulted from a conflict which began with the initiation of a teaching effectiveness program. This program was to be used in evaluation of faculty for employment decisions, and it required student evaluations among its criteria. The Association filed an unfair labor practice charge, claiming that the imposition of this teaching effectiveness program was a unilateral alteration



of employment conditions by the administration. The Association claimed the program was a mandatory subject of bargaining and, therefore, had to be negotiated by the Association and the administration. In the series of decisions and rulings which followed, the Association's position was supported. The Michigan Employment Relations Commission (M.E.R.C.) ruled for C.M.U., as did the Court of Appeals. In the final decision, the Michigan Supreme Court ruled for the Association, saying that the program impinged upon both education and employment relations and because of the latter must be regarded as a condition of employment which influenced an employee's status. The Michigan Public Employee Relations Act requires that "the employer and the representative of the employees meet...and confer in good faith with respect to wages, hours, and other terms and conditions of employment..."(Michigan Compiled Laws, Section 423.215). According to the court, the use of student evaluations must be negotiated (Public Employee Bargaining, Topical Law Reports 1979, p. 178).

This ruling does not reflect unanimous opinion within labor law. In an earlier ruling by M.E.R.C. and a Court of Appeals decision, the University of Michigan was not required to bargain with the Employee Relations Committee over a new system of student evaluation because this was found to lie in the educational sphere and to therefore be

subject to managerial authority (Public Employee Bargaining, Topical Law Reports, 1979, p. 179).

The collegial authority of the faculty was improved through the two changes discussed above. Individual rights and administrative authority were altered in the five other changes in promotion, reappointment and tenure procedures which are discussed below. These five changes allow the affected faculty member greater opportunity to participate in and be informed about an employment decision.

First, a negative recommendation against promotion or reappointment will be processed the same as would a positive recommendation up to and including the President, if a member so requests (1981-84, p. 27). In the case of tenure, all negative recommendations will be so processed. Under earlier contracts only positive evaluations were forwarded for any of the three employment decisions (1970-71, p. 27). With this new provision, wider consideration is given to possible promotion, reappointment or tenuring of the member. In the case of promotion or reappointment, the member may decide whether or not to allow this wider consideration.

Informants among the faculty point out another possible consequence of this minor improvement in individual faculty member's rights. Under the current contract provisions, a faculty member given a negative recommendation by the department in the first step of an employment decision, would not file a grievance against the department, but

against the administration which concurred with the department's negative recommendation. Through this provision, a potential conflict among faculty members may be transformed, at least formally, into a conflict between the affected faculty member and the administration.

As a result of a second change, a faculty member may have the opportunity to attempt to change a negative recommendation to a positive recommendation. Under the current contract, a faculty member may request to be informed of any negative recommendations before the recommendations are forwarded up to the next level (1981-84, p. 27). If either the Dean or the Provost reverse a positive recommendation from the level below, the member shall be offered a meeting at which the reasons for the negative recommendation will be explained before the recommendation is forwarded to the next level (1981-84, p. 28). The original contract provided that the member would be granted a conference at the level at which the denial occurred (1970-71, p. 25). Because this earlier provision did not require that this conference occur before the recommendations were forwarded, the earlier language did not necessarily provide the faculty member with an opportunity to influence the recommendation finally forwarded. The new provision does allow the faculty member this chance to alter the Dean's or Provost's negative recommendation.

In a third minor improvement in individual rights, the faculty member now is to be informed of any evidence used in making recommendations which is not among the evidence the member has submitted (1981-84, p. 28). The member is to be so informed two weeks before the recommendation is forwarded to the next level. The member is permitted to address this evidence, which may include student comments (1981-84, p. 28). In this manner, members will be given a chance to express their points of view about the new evidence and conceivably affect the impact of the evidence upon the recommendation. This procedure was not in the earlier contracts.

The fourth change permits the faculty members to be better informed about their progress toward promotion, tenure, and reappointment. All of the contracts require that an annual conference of the non-tenured faculty member and the member's Dean and department chair be conducted for the purpose of "assisting and evaluating each non-tenured bargaining unit member" (1970-71, p. 24). The recent contracts further provide that at these meetings the non-tenured members be clearly informed of the criteria being used and of their progress toward reappointment, tenure or promotion (1981-84, p. 30). The Dean has major responsibilities at this meeting. The Dean is to review the department, school, and university criteria and tell the member in writing, "how well he or she is meeting the

criteria" (1981-84, p. 30). The department chair who is a member of the bargaining unit at C.M.U., reviews the information in the department records "as to whether the faculty member is or is not meeting the department criteria" (1981-84, p. 31). Following this meeting, the Dean will give a written response to any question the member raises about the criteria or their application. Also, under the new provision, the chair of the department committee which handles recommendations may also be present (1981-84, p. 30). With these new requirements the faculty member should be better informed of chances for being retained and advanced and should know what obstacles need to be removed to receive a favorable recommendation. Thus informed, the faculty member can more effectively make and execute career plans.

A fifth change in recent contracts, provides that consultations between tenured or non-tenured faculty members and their Deans may be waived at the member's request and with the Dean's approval (1981-84, pp. 30-31).

Within the specific contract changes discussed above, there are two distinct consequences for consultation procedures. First, greater specificity is required regarding criteria and progress. Second, faculty members may request that the consultations be waived. The former restricts administrative authority, and the latter increases individual rights.

Some administration and faculty informants state that these changes in the consultation procedures work, but not as well as was hoped. The central problem is that the consultation may not fully inform faculty members about how well they are meeting criteria or what they must do to be promoted, etc. Various explanations for this problem are given by informants. One problem mentioned is the absence of any formal procedure by which the faculty members must document statements about activities and accomplishments. Without such documentation, the Dean may have to review the member's standing without full or verified information. Lacking adequate information the Dean may produce a guarded or vague statement about the member's progress. Another problem mentioned is that the Dean may also make a noncommittal statement if the faculty member brings an Association representative to the consultation because resultant adversarial atmosphere and anticipation of a future grievance may make the Dean overly cautious. Another explanation given for lack of specific feedback is a general hesitancy to give written commitments and an inclination to defer the employment decision to a later date or higher authority.

Another type of explanation given by some informants for unclear feedback to the faculty member is the separation of information from authority. The Deans, or their assistants, have primary responsibility for conducting the

consultations and producing the written statements to the involved faculty members. Deans, however, often are not as well informed about the faculty members' work as are the members' department chairs. But department chairs are not part of management, they are members of the bargaining unit (1981-84, p. 1). Chairs are appointed with the recommendation of the members of the department, who review the chair at least every five years. Compensation for the position of chair is only a \$2,000 annual supplement for performing administrative duties throughout the calendar year. For these reasons, some chairs may regard themselves as colleagues rather than supervisors of faculty members and may defer to the Dean's authority during the consultation. Thus the faculty member under consideration may not benefit from the chair's more extensive knowledge about the member's performance during the consultation.

The evaluation and consultation procedure is complicated by the number of different sources of recommendation and by the importance given to that of the department. Each department develops its own procedures and criteria for making employment decisions. These may be any of a number of arrangements including delegation of responsibility for making a recommendation of the department and judgement of the department chair. The contract states that "departmental colleagues are best informed and are in the best position to arrive at special criteria..." (1981-

84, p. 20). Further, "the primary responsibility for judging...rests with the department" (1981-84, p. 21). Although the Dean is informed of and has approved the criteria and procedures used by the department, the Dean's review of a particular faculty member's performance may not coincide with the recommendation eventually made by the department.

For these various reasons, there appears to be less than complete satisfaction with the consultation procedure. It should be pointed out that the new procedures are generally seen as improvement. Some informants believe that the procedures are working well and most regard the process as decidedly better than earlier methods. Because procedures vary among the departments as do administrative styles among Deans, satisfaction with these procedures also varies.

#### Just Cause

A number of types of employment decisions are affected by the addition of the just cause article. In recent contracts, just cause is the standard to be used for disciplinary action taken against any faculty member and for termination of non-tenured members during their term of contract (1981-84, p. 29). Tenured faculty may be terminated only for just cause, medical reasons, a bona fide program discontinuance, an extraordinary financial exigency



or because a member has reached a mandatory retirement age. In preface of the earlier contracts, both parties "recognize the principles" of the A.A.U.P. 1940 Statement of Principles on Academic Freedom and Tenure and the 1968 Statement of Academic Freedom and Tenure. This affirmation of the A.A.U.P. statement indicates intent but does not bind parties to any specific action. Further, the A.A.U.P. statement does not cover the same conditions as does the current contract. This change is a major reduction in administrative authority which reduces the chances of arbitrary or prejudicial grounds being used to terminate or discipline faculty members. The provision helps insure the academic freedom of faculty members.

### Promotion

Requirements for promotion have been made clearer in two minor restrictions of administrative authority which were made in recent contracts. First, recent contracts provide that

in general, the minimum time required in a rank before promotion to a higher rank is four (4) years, although a department may nominate a person for promotion...at any time that it deems necessary (1981-84, p. 23).

Second, the terminal degree is now generally regarded as "a minimum expectation for appointment or promotion to professorial rank, particularly the ranks of Associate Professor and Professor" (1981-84, p. 23). The earlier contracts did not comment on these criteria. When criteria

are made more specific the faculty member is better informed of expectations and can more effectively make career plans.

Informants report that the four year probationary period has been used as a standard by which to determine the maximum length of employment for temporary employees. Use of temporary employees is one of the methods by which C.M.U. has been able to maintain programs and avoid laying off tenured faculty despite budget and enrollment uncertainties in the state.

#### Reassignment

When a member is reassigned to a different department, prior service, credit, tenure status and rank are all retained so long as the member is reassigned to a discipline which is given on the member's initial letter of appointment (1981-84, pp. 36-37). This added provision is a minor increase in the rights of individual faculty members in that it extends the protection of tenure to circumstances not addressed in the earlier contracts. This provision is the result of questions raised during a recent campus-wide reorganization.

#### Layoff and Recall Provisions

There were no provisions for layoff and recall in the earliest contracts. Procedures added in subsequent contracts include nine changes in authority or rights which

have given faculty a collegial role, have described the rights of individual members, and have restricted the latitude of administrative authority in a number of areas.

The most significant additions were allowing faculty: (1) to recommend ways of effecting a reduction short of a layoff, (2) to be consulted on the need to declare a financial exigency, and (3) to make the original recommendation regarding layoff of individual faculty members. These are discussed below.

First, when it is necessary to reduce the number of faculty positions, the administration will notify the department and specify the reasons (1981-84, pp. 31-32). The department may consider a number of alternatives to layoff, among which are attrition, early retirement, reconversion of graduate assistantships to faculty positions, and using summer school or off-campus teaching assignments as a part of the regular loads (1981-84, p. 32). The administration decides if these changes are sufficient or if layoff is necessary (1981-84, p. 32). In the event of a layoff, the department "shall be prepared to give its reasons to the individual and the Dean why options [listed above] were not exhausted" (1984-84, p. 33). Having secured the right to recommend alternatives to layoff is a major gain in collegial rights for the faculty. Faculty have gained the authority to make a voted recommendation in an

area in which they had no formal collegial role under the earlier contracts.

Second, the Association will meet with the administration in "joint consultation to consider the need to declare financial exigency" before the Board declares a financial exigency (1981-84, pp. 32-33). The Association will be given at least 30 days notice of the possible declaration and will be given, by C.M.U., financial information upon which to base its judgment (1981-84, p. 33). This is categorized as a major gain in collegial rights for the faculty because the faculty has acquired an advisory role in an important institutional decision wherein the faculty had no collegial role before.

Third, after the administration has determined that layoff is necessary, "decisions concerning individual faculty reductions are based upon recommendations originating in departments, which play an initial role in the determination" (1981-84, p. 33). In making these decisions, "no single set of directions or criteria guides or restricts the recommendations of the departments, with the notable exception that tenure commitments will be honored..." (1981-84, p. 33). The department "will consider the full range of options..." and will make a recommendation based on the best interests of students (1981-84, p. 33). The addition of this provision which calls for a recommendatory role for the faculty in an area which the

faculty had no authority before is a major gain in collegial authority for the faculty.

In order to implement this new faculty role, each department is to review its personnel policy and develop additional processes, if necessary, so that the department is prepared to make a recommendation in the event that layoff becomes necessary (1981-84, p. 33). Departments have developed various procedures including such alternatives as deferring the decision to the Dean, providing alternatives short of layoff of tenured faculty members and providing for layoff order in the reverse of order of seniority. Neither layoff order by seniority nor by tenure status is necessarily a general rule across campus.

Layoff of tenured faculty may be regarded as a remote possibility. No tenured faculty member has been laid off at C.M.U. despite the statewide problems of declining enrollment, budget cutbacks and deficits. These problems have been dealt with in a number of other ways, including campus-wide reorganization and changes in personnel policies. In a general reorganization two years ago, C.M.U. streamlined administration and combined or dropped twenty-nine programs in an effort to reduce costs. Retention of tenured faculty has been made possible through the use of temporary faculty members, attrition and, to a lesser extent, non-reappointment of non-tenured faculty members. In the latter event, if the faculty member is not

reappointed for reasons other than lack of competence or promise of the faculty member, the non-reappointment is defined as a layoff under the current contract (1981-84, p. 33). Other than this infrequent occurrence, there have been no layoffs.

In addition to the expansion of collegial rights, a number of changes have been made in the course of developing provisions for layoff and recall. Two minor restrictions have been made in administrative authority. One is the added provision that procedures for layoff are implemented when it "is necessary to reduce the number of faculty employment positions by the equivalent of one or more full-time positions within a department" (1981-84, p. 31). This implies that there will be no layoff of less than one position within a department, i.e., no reduction of a member from full- to part-time. A second restriction has been added which states that the administration cannot displace faculty through use of "a source outside the University," through independent contractors or temporary faculty (1981-84, p. 37).

Individuals who are threatened with layoff or who have experienced layoff now have a wider range of alternatives opened to them due to the following three changes. First, C.M.U. will take a number of steps to locate another position at C.M.U. for the member threatened with layoff (1981-84, pp. 34-35). This may provide an alternative to

having to relocate in another community. Second, at their request the names of laid off members will be placed on a list for two years (1981-84, p. 35). For two years, the listed member will be given first consideration in each department for any position for which the department believes the member qualified (1981-84, p. 35). Further, the position of a listed non-tenured member will not be filled for two years unless the member has been offered and has declined re-employment in the position (1981-84, p. 35). Third, upon re-employment, the laid off member will receive full past service credit toward tenure, sabbatical leave and applicable benefits (1981-84, p. 36). This provision assures that a faculty member's pre-tenure period will not be made longer because the member has been laid off. These three provisions, added in recent contracts, are minor improvements in the rights of individual faculty members.

#### Personnel Files

Changes in personnel file policies have made the files more useful for faculty members, restricted access of others to the files, permitted faculty members to know who uses their files and allowed members to add material to their files. The original contract did not discuss personnel files. These changes have been made in the third and fourth contracts.

Administrative authority has been restricted to a minor extent in three of these changes. First, anonymous material cannot be retained in the files (1981-84, p. 18). Second, all the written material used by the Dean and the Provost in making recommendations for promotion, etc. will be contained in the file at the time the recommendation is being made (1981-84, p. 18). Third, only C.M.U. employees and authorized agents may use the files; if a government agency examines the files, the Association and the member will be informed (1981-84, p. 18).

Three other changes increase to a minor extent the number of courses of action permitted individual faculty members with regard to their personnel files. First, the member may examine the personnel file, which cannot contain confidential material added after the original appointment of the member (1981-84, pp. 18-19). Second, the members have the right to make reasonable additions to their files (1981-84, p. 18). Third, at the member's request, for one year all persons using the file will sign and date a form in the file (1981-84, p. 19).

#### Selection and Appointment of Department Chairs

Department chairs at C.M.U. are members of the bargaining unit (1981-84, p. 1). Usually an administration attempts to have department chairs excluded from the bargaining unit so that the chairs will function as



supervisors. However, when the faculty at C.M.U. voted to certify the Association as its representative, the administration did not contest the inclusion of department heads in the bargaining unit by requesting a M.E.R.C. ruling of the question. According to informants, the administration wished to expedite the vote, which the administration believed would be against certification. Also, the administration believed that the inclusion of department chairs in the bargaining unit would increase the number voting against certification because it believed that the department chairs would vote against certification (Duryea 1973, p. 161). With the vote in favor of certification, the department heads became members of the bargaining unit.

A number of changes made since the first contract was written have continued to move chairs away from a supervisory role and toward the role of a colleague who serves and represents the faculty of the department. Department chairs may be new or current members of the department appointed to serve three-to five-year terms, and their selection is "based on the recommendation of the department and approval of the Dean...Provost and...Board. In the absence of a departmental recommendation, the Dean may approve an acting chairperson" (1981-84, p. 19).

The original contract specified that past practice would continue (1970-71, p. 27). According to past

practice, as reported by informants, the administration had final authority to appoint chairs without restriction as to length of term. The viewpoint of the departmental faculty might or might not be sought, but in any event was not decisive. Requiring the department's recommendation is a major improvement in the faculty's collegial authority. It provides a structure at the departmental level which closely approximates the professional ideal type of a community of peers.

This major change is supported by two related minor improvements in the faculty's collegial authority. First, the appointment letter to the chair must indicate the "duties assigned by C.M.U. and the expectations of the department for its chair which are consistent with their assigned duties" (1981-84, p. 19). Second, the department may initiate a review of the chair and must develop some method of annual feedback from members to the chair (1981-84, p. 19).

Taken together, the major and minor changes make the chair more accountable to the faculty within the department. This structure complements the provisions elsewhere which give the departmental faculty considerable authority over procedures, bylaws, and criteria to be used in employment decisions, work assignments and spending of departmental funds (1981-84, p. 16).

Administration and Association informants report that as a whole department chairs have, in fact, become more responsive to the faculty members of the departments, less authoritarian in style, and less supervisory in function. These informants also report that chairs are appointed with the recommendation of the departments, as required by the contract. As allowed within the new provision, the administration appoints acting chairs without departmental approval only when necessary, as when the department is conducting an extensive outside search for a new chair and needs someone to fill the position temporarily.

Informants report that the role shift for chairs was accomplished gradually. Shortly after contractual changes were made in their role, a number of the department chairs began to meet regularly on an informal basis to discuss the nature of their new role. At the earlier stages of this change, some department chairs were confused about the extent to which they were to exercise authority and how they could operate as peers among the departmental faculty while meeting their responsibilities as chairs. Adjustment to the new role has been made, in part, by turnover among the department chairs. When the style of the chair and the expectations of the department were at odds, some departments did not recommend chairs for reappointment; and some chairs declined to seek reappointment. The department chair with the greatest longevity in that position is chair

of the department which informants all describe as the most democratic department on campus.

Another minor contractual change in this article protects the rights of department chairs. Now department chairs may not be removed during their three to five year terms except for grounds for termination of tenured faculty members as discussed above (1981-84, p. 19). This added provision can protect the chair from removal by the administration and consequently permit the chair to represent the department in the face of administrative opposition.

#### Working Conditions

Thirteen changes have been made in provisions which describe continuation of past protection, assignments, leaves, outside employment and determining salary adjustments. Most of these changes have increased faculty rights or authority or have reduced administrative authority. The most significant change was in procedures for determining which faculty receive pay adjustments. These changes are detailed in the following sections.

#### Continuation of Previous Working Conditions

A provision added in the current contract requires that conditions of employment may not be reduced below those provided in the prior 1977-80 contract (1981-84, p. 2). In

effect, this clause extends for three more years conditions of the 1977-80 contract which are not covered in the current contract. The provision restricts administrative authority to a minor extent.

### Assignments

Departments, by majority vote, make recommendations for procedures to be used in making assignments as well as distributing departmental funds and making recommendations for sabbatical leaves (1981-84, p. 16). If the administration and the department cannot come to agreement over the procedures the department is to use, the Standing Review Committee, a bi-partisan committee, makes the decision. This committee, described above under "Promotions, Tenure and Reappointment", allows the faculty to share decisive authority with the administration. Previously, the faculty had no formal authority in this area. The original contract did not discuss procedures for making assignments, which varied from department to department and was under administrative authority, according to informants. This is a minor gain in collegial authority.

### Leaves

Five minor changes have been made in policies for leaves of absence. Three are in provisions for sabbaticals,

a fourth in funeral leave provisions and the fifth in procedures upon return from leave.

The original contract mentions that sabbaticals will be granted for the mutual benefit of the University and the faculty member. Subsequent contracts have expanded upon this. With the current contract, three minor changes have been made in authority or rights involved in sabbatical leave provisions. First, collegial authority of the faculty has been enhanced through the addition of the provision that "review of proposed sabbatical leave projects occurs at departmental, school and University levels" (1981-84, p. 45). Faculty have gained an advisory role here. Faculty are involved in review at each of these levels, but especially at the departmental level. Second, it is now required that faculty be given reasons in writing for denial, together with suggestions for improvement of the proposal at whatever level denial has occurred (1981-84, p. 45). This provides information which should help the faculty member succeed in securing a sabbatical in the future. The change also makes the administration account for its action in denials. This is a minor restriction on administrative authority. Third, in a letter of agreement in the current contract, reference is made to isolated situations of denial of sabbatical primary for institutional convenience (1981-84, p. 74). It is agreed that efforts will be made to accommodate these requests in the subsequent

year when the request has been approved on its merits (1981-84, p. 74). The change is a minor restriction on the authority of the administration in that it reduces grounds for denial.

The fourth change in leave provisions is the addition of parents-in-law to the list of persons whose funeral a faculty member may take leave to attend. This is a minor increase in faculty rights (1981-84, p. 50).

The fifth change involves return to work after taking a leave of absence. After maternity leave a member may have been required to furnish a physician's statement according to the earlier contracts (1970-71, p. 17). Recent contracts have expanded this requirement so that now a person returning from "a leave of absence of any kind" may be required to furnish a physician's statement and may have "reasonable conditions" placed on employment if the member's condition "would interfere with performance" of duties (1981-84, p. 51). Elimination of sexist language was part of the reason for expanding this requirement. However, the provisions has become more restrictive than necessary simply to eliminate sexist implications. Expanding the requirement to all types of medical leave would have met the legal requirements with regard to sexist language. Inclusion of all types of leave, medical and other, goes beyond this and must be regarded as a minor expansion of the authority of the administration. With this new provision, a faculty

member returning from sabbatical leave might be asked to furnish a physician's statement in the absence of any evidence of deteriorated performance or medical problem. The working conditions of such a member might be altered.

#### Outside Employment

The restriction of supplementary employment continues to be an issue, according to administrative and Association informants. The original contract did not address the subject. In a recent contract a number of restrictions were placed on outside employment (1977-80, pp. 51-53). Among the new restrictions was a limitation on the amount of supplementary work faculty members could perform at C.M.U., which included a rule that faculty members could not earn more than 140% of their base salaries through supplementary work at C.M.U. This particular restriction was dropped and is not part of the current contract. Two other types of restrictions on supplementary income have been added in the current contract. First, prior permission is required to take a job teaching elsewhere while assigned teaching duties at C.M.U., and teaching for other Michigan institutions requires prior approval of the chair, Dean and Provost (1981-84, pp. 39-40). Second, the intent to engage in any work which "might reasonably be considered to interfere with C.M.U. duties" must be reported to the chair and the Dean, and all other outside work must be reported annually (1981-



84, p. 39). Finally, one day per week per semester of outside employment is normally the maximum allowed. These are three minor restrictions on individual faculty member's rights.

Although the overall direction of changes since the first contract has been toward increased restriction of supplementary work by faculty members, the more recent contract changes have reduced such restrictions. The 1977-80 contract restricted supplementary employment both on and off campus. The current contract addresses only off campus employment.

Currently at issue is the extent to which the administration has the authority to monitor and restrict supplementary employment at C.M.U. in the absence of contractual provisions for this. Removal of the provision describing this restriction is arguably an indication of intent to stop the practice. On the other hand, the management rights clause might be cited to support the right of the administration to so restrict faculty members.

#### Determination of Salary Adjustments

A series of changes have been made in methods for adjusting individual faculty salaries beyond the across-the-board raises. Administrative authority has been reduced by the elimination of the original contract's merit pay provision under which each Dean distributed raises according

to criteria set by the Council of Deans and the Provost (1970-71, p. 26). In subsequent contracts the faculty has gradually become more involved in this process through the development of advisory collegial committees (1971-74, p. 26, 1974-77, pp. 33-34). Recent contracts have eliminated merit pay altogether. The overall consequence is a major reduction in the authority of the administration in this area.

No provision was made for either merit pay raises or market/equity adjustments in the 1977-80 contract. The current contract provides that equity/market salary adjustments will be made by the administration (1981-84, p. 60). A committee of six, three appointed by the Association and three by the Provost, advise the Provost (1981-84, p. 60). This bi-partite committee is to review methods for distribution and to recommend and participate in any modifications (1981-84, p. 60). The faculty has gained an advisory role and the administration has gained increased authority through these new provisions. Both are major changes.

The issue of merit pay is not yet resolved according to faculty and administration informants. The parties agreed to handle market adjustment and equity adjustments by different methods and agreed to designate half of the \$40,000 allocated funds for each. The administration exercises authority over market adjustments, providing

various Deans with portions of the \$20,000 to distribute to faculty members in targeted areas. No problem with this procedure was reported by informants. Equity adjustments procedures, however, have caused disagreement. The advisory committee was formed, and it developed a formula for selecting persons to recommend for equity raises. The formula took into consideration such factors as years of service, experience, rank and education. Merit was not a factor. The committee recommended about 34 persons for equity raises. In almost all cases the administration followed the recommendations of the committee. But with a few individuals, the administration did not provide the recommended raises because of merit considerations, according to informants from both parties. Merit pay remains an issue.

#### Education Policies

The faculty is allowed a strong collegial role in recommending curriculum changes through the departments and the Academic Senate. Curriculum changes are covered in department and Senate procedures for the most part. In the contract, reference is made only to the question of who determines which courses shall be taught off-campus.

C.M.U. has a number of off-campus course, including continuing education programs in neighboring communities and at an Institute which carries C.M.U. credit courses to such

sites as military installations and firms as far away as Hawaii (1981-84, pp. 40-43). Past contracts provided that departments approve the credentials of faculty hired to teach off-campus, as does the current contract, but past contracts did not cover course approval. This has been added in recent contracts, and now the departments have an advisory role regarding courses taught in the School of Continuing Education and Community Service Courses (S.C.E.C.S.C) (1981-84, p. 41). For courses taught within forty-five miles of campus, the department and S.C.E.C.S.C. jointly determine which courses will be taught and when and where these will be taught (1981-84, p. 41). Disputes are resolved by the Provost (1981-84, p. 41). This provision permits departments to protect enrollment in courses and programs which are taught on campus and also offered at the nearby off-campus sites. For course at the Saginaw Center, which is more than forty-five miles from campus, the department will be consulted by S.C.E.C.S.C. and the Provost will make this determination in the event of departmental objection to the schedule of S.C.E.C.S.C. (1981-84, p. 41). This is a minor gain for the faculty in collegial authority.

Selection of staff for off-campus courses appears to be a greater issue than selection of courses according to administrative and faculty informants. Faculty must approve of persons who teach C.M.U. courses at the off-campus sites, and faculty have the right of first refusal for those off-

campus courses which they are qualified to teach (1981-84, pp. 40-44). Actual assignments are made by the off-campus installation involved (1981-84, pp. 40-43). Departments have sometimes failed to endorse instructors proposed by the off-campus installations, and the off-campus installations have sometimes preferred to be able to hire a non-faculty instructor rather than a faculty member who wished to teach the course. Issues of quality are given as the basis for both positions according to informants from the faculty and administration. In addition, some faculty members wish to secure additional income, and the off-campus installation worries about having adequate staff. Despite these issues, no changes have been made in contractual rights or authority in this area since the original contract was written.

#### Grievance Procedures

Within the grievance procedures, four changes of rights or authority have been made. Two which are of major significance are the addition of binding arbitration and the provision for review by the Faculty Review Committee as a final step in an alternative grievance process. Allowing C.M.U. to file a grievance has also been added.

In the recent contracts, arbitration is provided as the final step in grievances which cannot be resolved at lower levels (1981-84, pp. 14-15). The arbitrator is selected from a list provided by the American Arbitration

Association, Michigan Employment Relations Commission, or the Federal Mediation and Conciliation Service (1981-84, p. 14). The arbitrator cannot "add to, subtract from or modify" the contract nor can the arbitrator make academic judgments, as in granting tenure, promotion, or reappointment. The arbitrator may make compensatory or procedural awards in such employment issues (1981-84, pp. 11-15). In the earlier contracts, grievances ended with a written decision by the University Conference on Contract Grievances, which was not final nor binding upon the administration (1970-71, p. 10). The University Conference on Contract Grievances was composed of two representatives of the Association and two representatives of the administration. The four of whom could select a fifth member from the academic community at large if they could not reach agreement among their original membership of four (1970-71, p. 10). This earlier method of resolving grievances has been retained. It provides a method for resolving non-contractual or contractual issues without arbitration. Provision for binding arbitration is a major improvement in the faculty's collegial authority. Without binding arbitration, the faculty would be quite limited in actions it might take should the administration violate the contract. The addition of binding arbitration is the single most significant change made in the C.M.U. contracts.

The second major change in grievance procedures is the creation of the Faculty Review Committee, which may hear promotion, tenure and reappointment grievances (1981-84, pp. 11-13). This committee has "...full power to settle the grievance, including the authority to award tenure, promotion and reappointment". The Committee's decisions are "final and binding on all parties". The right of the Faculty Review Committee to grant tenure is limited by the provision that the awards of tenure within any department cannot exceed the maximum announced by the administration without agreement of the administration to exceed the maximum (1981-84, p. 12). The maximums are established using projections based upon enrollment and staffing patterns over recent years. Informants from the administration and the Association report that this method for setting maximums is generally regarded as equitable.

This Faculty Review Committee is composed of seven bargaining unit members selected from a group of eleven members who are drawn at random from among the bargaining unit and reduced by two peremptory challenges each by the Association and the administration (1981-84, p. 11). The addition of the Faculty Review Committee is a major improvement in the collegial authority of the faculty. It permits the faculty to have final, decisive authority over grievances of the three most important employment decisions. This method of deciding such employment questions

approximates the professional ideal according to which the professional peers have final authority in decisions about the acceptability of the credentials and performance of members of their profession.

In practice, the Faculty Review Committee does not overturn decisions to deny promotion, etc. which have been made by the administration according to administration and faculty informants. Some believe this practice is the result of deference to the authority of the administration. Others suggest that the extensive review process prevents any errors from going uncorrected to the final stage of grievance. Whatever the cause of the Committee's disinclination to alter employment decisions, the uniform concurrence may undermine confidence in the procedure.

The remaining two changes made in the grievance procedures are of minor significance. One restricts individual rights, and the other allows C.M.U. to file a grievance.

In the first, a grievance charging illegal discrimination may be dismissed by C.M.U. before the grievance process has been completed if the grievant files a charge or complaint for the same alleged violation with a court of government agency (1981-84, p. 13). In effect, the grievant can no longer pursue the complaint through two channels, as was allowed in earlier contracts. This is a minor curtailment of individual rights.



The University may now file and pursue to arbitration a grievance alleging that the Association has violated the terms of the contract (1981-84, pp. 13-14). In the employer/employee relationship, grievances have generally been used by employees, who otherwise lack formal authority to question the decisions of the employer. The managerial authority of the employer generally permits the employer to translate his preferences into lawful requirements with which the employee must comply. If the managerial authority of the employer is curtailed or reduced, recourse to third part authority through the grievance process may become useful to management. In some situations, an administration might prefer to file a grievance. Using the grievance process might avoid the risk entailed in some disciplinary actions of an accusation that the administration acted in retaliation to Association activities. The grievance procedure also allows a method by which the administration may take issue with a faculty group, such as the Association or a department, over contractual violation. Informants report that C.M.U. has not yet filed a grievance. This change is a minor increase in administrative authority.

#### Total of Changes at Central Michigan University

When the original contract is compared with the current contract, a total of fifty-two changes in power are observed. When the major changes are given a weight of two,

in contrast to minor changes which are weighted one the total becomes sixty-five changes. Most of these changes (83%) are faculty gains. Among the nine institutions examined here, this institution had the second highest percentage of faculty gains.

## CHANGES AT EASTERN MICHIGAN UNIVERSITY

### Introduction

Eastern Michigan University is located in Ypsilanti, Michigan, about thirty miles from Detroit. Eastern draws about 85% of its students from this urbanized southeastern corner of Michigan (Eastern Michigan University, 1983, pp. 9-11).

Eastern was founded as Michigan State Normal College in 1849 for the purpose of educating teachers. Teacher preparation was Eastern's major function for its first one hundred years and education continues to be among its major programs. In the last few decades, Eastern's enrollments and programs have expanded greatly. Eastern was made a university in 1959. Today it offers several masters degrees, has a college of technology and one of the largest business colleges in Michigan.

With a fall headcount of about 19,000 students (about 14,000 full-time equated), Eastern has the fifth largest enrollment of Michigan's fifteen public, four-year colleges and universities (Michigan Department of Education, 1983). During the 1960's Eastern Michigan University grew rapidly, tripling in enrollment during a time when overall enrollments in Michigan four-year public institutions about doubled. From its peak enrollment years of 1970 to 1983, Eastern has had an enrollment decline of about 17%. During the same time period overall enrollment in Michigan's

public, four-year colleges and universities has increased by about 5%. In the last year, however, Eastern's enrollment has increased by about 4%.

Among the causes for the period of declining enrollments are the problems of the auto industry, which predominates in the area from which Eastern draws many of its students, and the importance of teacher training at Eastern, an academic area of little growth recently. Eastern Michigan University has responded to the enrollment declines with diversification of programs, merging of departments, program review and staffing adjustments through attrition, aided by early retirement incentives for the faculty (Eastern Michigan University, 1982).

Eastern Michigan University's faculty organized for collective bargaining in 1974 and selected the A.A.U.P. as their representative. They have negotiated four contracts: 1974-76, 1976-78, 1978-81, and 1982-84. During negotiation of the 1978-81 contract, about 80% of Eastern's 636 faculty members went out on strike for seven days due to stalled negotiations (Detroit News, September 13, 1978, p. B11). The faculty returned when a tentative agreement was reached by negotiation teams (Detroit News, September 22, 1978, p. A1; N.C.S.C.B.H.E.P., December, 1983, p. 3). The cause of the stalled negotiation and the consequential strike were reported by Association representatives as the administration's attempt to eliminate the faculty's role in curriculum, promotion, tenure, evaluation criteria and

workload (Detroit News, September 14, 1978, p. B1). Informants state that fear of losing the protection of the grievance and arbitration provisions and rumors about increasing workloads were key elements.

In the course of negotiations the three successor contracts, 41 changes were made in rights and authority. Seven of these changes were of major significance. The faculty's authority was increased in four of these which: added agency shop, gave faculty greater authority in approval of departmental criteria for recommendations, required that the administration consult the faculty in making program reduction in layoff and allowed the faculty to advise the administration on academic matters through the Faculty Council. Administrative authority was increased through allowing the administration to grant discretionary raises to faculty members and through increasing the conditions under which the administration may layoff faculty members. Individual rights were reduced by the added requirement that faculty members must produce new knowledge in their disciplines to be evaluated favorably.

Altogether, the most frequent types of shifts in power were increases in individual rights (38%); second, increases in faculty authority (28%) and third, increases in administrative authority (18%).

Most changes were made in two areas; in the procedures by which employment decisions are reached (48%) and in working conditions (40%). A few changes each were made in

agency rights, education policy-making, and grievance procedures.

Among the more unusual new provisions was the shift from individually accumulated sick leave days to a shared pool of sick leave days for those needing more than a moderate number of days in a given year. Also unusual was the added requirement that all faculty members, despite typical teaching loads of 12 hours, engage in original work. Keeping up in the discipline is no longer adequate demonstration of professional development.

#### Association Rights

Two changes have increased faculty authority. One, minor in significance, is the expansion of the bargaining unit. The second, more significant, changes the open shop to agency shop.

In the first change, collective faculty authority has been increased by the addition of coach/teachers and media service managers to the bargaining unit (1982-84, p. 2). In two Michigan Employment Relations Commission rulings (#R75J-427 and R76A-1), it was determined that these employees share a body of interest with the faculty and the professional librarians, who were originally in the bargaining unit.

When the Faculty Association at Eastern first attempted to require payment of all bargaining unit members, whether members of the Association or not, it had to undertake a

lengthy and expensive civil court action to enforce payment. In subsequent negotiation a more easily enforceable agency shop provision was agreed upon.

As is typical in original contracts, Eastern's did not require any financial support from those members of the bargaining unit who did not wish to join the Association (1974-76, p. 4). By the negotiation of the third contract, during which Eastern's faculty went out on strike for seven days, a number of the Association members came to believe that members of the bargaining unit should all bear the cost of representation (N.C.S.C.B.N.E.P., December 1983, p. 3). To this end, a modified agency shop provision was bargained which required that non-members pay a service fee "...or contribute an equivalent amount to the general membership fund" (1978-81, p. 5). The scholarship provision, called a conscientious objector clause, was included for those faculty who had principled objections to supporting a union. It was supposed that under open shop some refuse to join due to their political beliefs and some to avoid the cost of membership. This agency shop provision does not allow persons to evade the cost, but does allow principled non-support.

A particular feature of the provision which the Association later had cause to report was the provision that "...the only means for enforcement...are civil action..." (1978-81, p. 6). A number of faculty members refused to pay either the dues, the service fee, or the scholarship

contribution; so the Association initiated civil court action. The lengthy and expensive legal battle ended in a decision upholding the Association's case. To avoid such confrontations in the future, the Association has negotiated in a subsequent contract a modified agency shop provision requiring that all pay either dues or a service fee or suffer the penalty of suspension and loss of pay (1982-84, pp. 5-7). The 1 1/4 day suspension occurs at administrative convenience, usually during breaks. The amount withheld from the salaries of the suspended faculty members is retained by Eastern. As a large majority of the faculty are dues-paying members of the Association, a minority pay the service fee and a still smaller minority choose to be penalized with the annual suspension and pay reduction. This overall change from open shop to modified agency shop is a major gain in the authority of the organized faculty.

#### Employment Decisions

Nineteen changes have been made in procedures by which employment decisions are made. These cover many areas. Four of these changes are of major significance. Faculty now share authority to approve modifications in departmental standards for evaluation. Faculty members must now produce new knowledge to meet the requirement of professional development. The conditions under which the administration may lay off faculty members have been increased. Finally,



the faculty must be consulted now in major program changes involved in layoff.

A number of changes in the area of employment decisions are reactions to an arbitration award which stated that great weight must be given to the recommendations of faculty committees in reappointment, promotion and tenure decisions. A recent arbitration award appears to have defined the faculty's recommendation as effective in these areas so long as the formal departmental criteria and procedures have been used. The parties are still sorting out the implications of this award.

### Evaluation

Faculty are now more involved in the process of approval of departmental standards used in evaluating faculty members. The original contract provided that within the colleges the faculty approve by secret ballots procedures for "meaningful faculty involvement in the area of selection and evaluation of faculty members, curriculum development and utilization of financial resources..." (1974-76, p. 48). After approval by the faculty of a college, a plan for faculty involvement went to the administration to be approved was returned to the college with reasons given for disapproval and expectation for revision (1974-76, p. 49).

In subsequent contracts, first, a faculty/administration committee was created to advise the Vice

President for Academic Affairs on personnel matters (1976-78, p. 41). In a later contract, this committee was replaced by an ad hoc faculty/administration committee which was created to establish departmental guidelines for evaluation (1978-81, p. 46). This ad hoc committee has become the Standing Committee, composed of half Association appointees and half administration appointees, which must approve all new or revised departmental standards used in evaluating faculty members in the course of making recommendations for reappointment, promotion, or tenure (1982-84, p. 32). Departments forward their proposed criteria and procedures to the Standing Committee which may approve the proposals or return them for revision. If a department does not propose standards which the Standing Committee approves, applicants from the department "...shall be evaluated against such standards as the University may deem appropriate" (1982-84, p. 32). The faculty now has shared authority to review and approve of evaluation standards proposed by the academic units, previously solely an administrative task. This is a major increase in faculty authority.

The creation of the Standing Committee is part of an effort to upgrade standards. Increasing emphasis upon research is another element of this effort. Earlier contracts gave three criteria for evaluation for reappointment, tenure and promotion. The "required and most important" was and still is instructional effectiveness

(1972-74, p. 40). In the earlier contract, the second requirement listed was that the faculty member serve the University, either through work on committees or in the department (1974-76, p. 41). The third requirement was that the member demonstrate professional development either through maintaining a high level of knowledge and expertise or through advancing knowledge in the field and publishing or otherwise disseminating the results (1974-76, p. 41).

According to the current contract, faculty members no longer have the option of demonstrating professional development by either keeping up in their fields or creating new knowledge. Except for very limited circumstances involving retraining, "professional development shall not be an acceptable substitute for scholarly/creative activity" (1982-84, p. 37).

Teaching effectiveness is still described as the most important criterion, as would be expected at this institution where the normal teaching load is 12 credit hours per term and faculty members are to keep 10 office hours per week (1982-84, pp. 18-19). Despite the priority of teaching, many more words are used in the contract to explain and to reiterate the importance of research by all faculty members than are used to explain teaching effectiveness. Informants point out that this addition is not a "publish or perish" clause. The new insight or knowledge which faculty must generate may be disseminated other than through publication as in the classroom, within

the discipline, or within the larger community (1982-84, p. 37).

Some faculty informants suggest that this new requirement may be, in part, a response to arbitration awards. The several arbitrations which have occurred at Eastern have been largely over personnel decisions. Typically the Association position has been upheld and administrative denial overturned. From the first, all contracts have allowed an arbitrator to "have authority to determine substantive questions," such as promotion, tenure or reappointment, and have not limited the arbitrator to deciding only procedural questions, as do some contracts (1982-84, p. 12). Arbitration awards have tended to give primary consideration to the recommendations of the faculty departmental committees, which prepare evaluation reports when employment decisions are being considered (1982-84, p. 42).

From an administrative perspective this grievance procedure, which gives authority to arbitrators to promote or reappoint or tenure, is a hindrance because it reduces administrative authority over personnel decisions. In fact, in the 1978 contract negotiations, controversy over whether to retain or to remove this provision was among the issues which caused the faculty to strike. The language was retained, and a recent arbitration award described the departmental faculty recommendation in personnel decisions as having great weight. The arbitrator concluded that

administrative review following the departmental faculty recommendations should not be conducted "de novo," but should be based upon departmental criteria and evaluation. Informants report that a possible interpretation of the arbitrator's award is that a recommendation by a department to promote etc., cannot be denied by the administration so long as the department has followed the approved criteria and procedures.

Seen in this light of this arbitration award, the requirement that the faculty all engage in scholarly investigation may be viewed as a change through which the administration may regain authority over personnel decisions. This more stringent evaluation criterion may have the consequence of reducing the number of candidates for reappointment, promotion and tenure. Candidates who are recommended for promotion etc., by the department and who do not meet the evaluation criteria may be denied by the administration, with little likelihood of reversal through arbitration.

There are, of course, other interpretations of the causes and consequences of the new requirement that faculty engage in scholarly investigation, such as the desire of the institution to improve its standing and the increasingly competitive job market for college professors. The new provision may have arisen from a mixture of intentions. The implications of the new language will be decided in application and perhaps through arbitration.

Whatever consequences the change may have, if any, for the relative authority of the administration and the departmental faculty, the change does clearly reduce the alternatives available to the individual faculty member. Previously the faculty member could choose to meet the requirement for professional development by keeping up in the discipline or by creating new knowledge. Now the faculty member must create new knowledge to meet the third criterion for evaluation. This change alters the professional activities expected of the faculty member and is a major reduction of individual faculty members right to determine their professional styles.

The new provisions for evaluation have greatly increased paperwork, according to informants. The problem is currently under study in an attempt to find ways to reduce the amount of time consumed in evaluation and recommendation.

#### Appointment, Reappointment, Tenure and Promotion

Three minor changes have been made in procedures for basic personnel decisions, all of which either reduce faculty authority or increase administrative authority.

First, the administration has gained some authority over the use of a type of non-tenure track faculty members, lecturers, who are not members of the bargaining unit. Previously, lecturers could be given full-time appointments "not to exceed two years" (1974-76, p. 37). Currently, the

two year limitation does not apply to use of lecturers who replace faculty members on leaves or on grants, in which cases the lecturers appointments may be "without limitation" (1982-84, p. 37). In the case of early retirement, the administration has "sole and exclusive discretion" in deciding if and how to replace the retired member for up to four years after the retirement (1982-84, pp. 67, 70, 74). The replacement may be made with lecturers. Administrative informants explain that allowing the use of less expensive lecturers permits the administration to recapture money lost through early retirement incentives paid out. This is a minor gain in administrative authority.

Second, years in rank which a faculty member must serve at Eastern before becoming eligible for promotion may no longer be waived (1982-84, p. 36). Earlier contracts permitted waiver of the years in rank "in extraordinary cases" (1974-75, p. 42). Informants report that this clause was dropped because the department faculty committees who prepared recommendations for promotion were beginning to routinely define cases as extraordinary and eligible for waiver. This change is a minor reduction in the authority allowed the departmental faculty.

Third, now the department head must make a separate recommendation from that of the departmental faculty committee in all employment decisions, not just in promotion decisions or those in which the head disagrees with the committee, as provided in earlier contracts (1982-84, pp.

41-42, 1974-76, p. 43). Department heads are not in the bargaining unit and therefore are formally administrators (1982-84, p. 2). Although this change is a minor reduction in the authority of the faculty committee, both parties saw an advantage in the change because it streamlines the grievance procedure. Grievances are not filed against a bargaining unit member by a bargaining unit member. They are filed in response to an administrative action. Requiring the administrative action of the department head's recommendation at the department level permits any grievance to be handled at this level rather than at the college or University level.

### Transfers

Three minor changes in provisions for transfers all increase the authority of the departmental faculty in deciding who becomes a member of their department and under what conditions new members are to be added to their department. All involve the transfer of faculty members or other E.M.U. employees into a department. Among the reasons for these changes were questions which arose when retrenchment was under discussion.

The first change is the addition of the provision that a faculty member requesting transfer to a different department will be considered by that department in the same manner as outside applicants for the position would be considered (1982-84, pp. 17, 34). Excepted from this



provision are members on layoff, who have the right of first refusal for positions for which they are qualified. Informants report that this problem has not arisen, but that the language was added to underscore the authority of the department in decisions about new members.

The second added provision requires that transfers which involve appointments with tenure in the new department must have the "...specific approval of both a majority of the faculty in the 'new' department and approval of E.M.U. at each review level" (1982-84, p. 34). Informants report that the intention here is as in the change above, to give the department authority over who becomes a member.

The third change addresses questions which arise when administrators transfer into the bargaining unit. E.M.U. employees with faculty rank who are not currently members of the bargaining unit and who are transferring into the bargaining unit within a department must serve the regular probationary period before consideration for tenure unless the departmental faculty and E.M.U. agree to waive the time requirements (1982-84, p. 34). This applies to persons who were formerly members of the bargaining unit as well as those who have never been members (1982-84, p. 34).

#### Discharge and Discipline

A minor reduction of administrative authority has been made in cases of termination for medical reasons. The original contract required "clear and convincing medical

evidence" before such termination was allowed (1974-76, p. 48). The current contract has expanded the restriction to require "clear and convincing medical evidence that the Faculty Member cannot perform his/her professional responsibility" (1982-84, p. 45). Although the additional words connecting the medical evidence to job performance might have been understood, this relationship was not specified and so not necessarily enforceable.

#### Layoff and Recall

Six changes have been made in these areas. Of greatest significance is the expansion of the conditions under which the administration may layoff. Also important is the added provision for faculty recommendation in major program changes which might be entailed in layoff decisions. Recall rights were enhanced through four minor changes.

The most significant change here is broadening of the conditions under which layoff may occur. The original contract provides that the administration may layoff faculty members due to "curtailment or elimination" of a program or department or "owing to a bona fide financial exigency" (1974-76, p. 13). The current contract allows layoff under the above conditions and also

...owing to a reduction, reallocation, or elimination of financial resources within a department, college or the University, owing to programic changes...owing to an enrollment decline or a reasonably anticipated enrollment decline (1982-84, p. 12).

These additions have greatly increased the conditions under which the administration may layoff faculty members. This is a major increase in administrative authority.

Informants report two specific reasons for this change, which are in addition to the general administrative concern with adaptation to shifting enrollment patterns and scarce resources. A number of years ago the administration attempted to layoff four faculty members but was unsuccessful because it could not demonstrate bona fide financial exigency. Administrative informants explain that without the increased administrative authority to layoff, staffing programs which are losing students will prevent needed expansion of programs which are gaining students. Administrative informants also pointed out that no layoffs have occurred because the administration, since the above incident, has been committed to keeping faculty and avoiding layoff through use of attrition.

Association informants point out that the new layoff language provides the administration with a method for controlling the size of the faculty which is not provided through procedures for making reappointments, promotions and tenure decisions. As explained in the section on reappointment, promotion and tenure above, a recent arbitration award gives great weight to departmental faculty recommendations for these decisions. The contract elsewhere does not allow establishment of tenure ratios nor fixed proportions of faculty ranks (1982-84, pp. 35-36). The

administration's ability to adapt to changing patterns of enrollment through tenure or reappointment denials is limited. The broadened layoff language provides a different such mode of adaptation.

Another important change in this area is the addition of the requirement that the administration

shall seek the recommendation of the Faculty regarding the need for, and plan for, effecting such curtailment, merger, reorganization or elimination through the Faculty input procedures specified in Article XIII... (1982-84, pp. 12-13).

Procedures for creating these committees are approved by the faculty and the administration. Also described in the article is the Faculty Council which makes recommendations to the administration on a number of instructional matters. This Council consists of 15 faculty members elected by the faculty and two administrators who serve as ex officio members. The original contract did not provide for faculty involvement in program changes resulting in layoff. Provision for the advisory role for the faculty in this area in which the faculty has not such a role before is a major increase in the faculty's authority.

The four other changes made in this area are minor improvements of the recall rights of the individual faculty member. First, when a laid off faculty member accepts a position in a department other than the member's original department, now the member retains recall rights in the original department (1982-84, p. 17). Second, the opportunity of laid off faculty members to the right of

first refusal for openings for which they are qualified has been expanded by the additional provision that when a lecturer's appointment ends, that position is open to a qualified faculty member on layoff. Third, a provisions has been added that a tenured faculty member who has been recalled retains previous service credit earned (1982-84, p. 17). The fourth change alters the length of time during which the laid off faculty member is eligible for recall. Earlier contracts made no distinction between tenured and probationary faculty, allowing two years for both. The current contract provides that tenured faculty are eligible for recall for four years and probationary for one year (1982-84, p. 17; 1974-76, p. 15). This change enhances the protection afforded by tenure. A majority of the members of the bargaining unit are tenured.

#### Personnel Files

Added to the procedures for handling personnel files is the provision that a member may petition to have material removed from his personnel files if the material is "factually in error" (1982-84, pp. 47-48). The member must bear the burden of proof in establishing that the material is in error. The Executive Director of Human Resources makes a decision which "shall be final and binding...and is hereby expressly excluded from the grievance and arbitration provisions..." (1982-84, pp. 47-48). This change is a minor improvement in individual faculty members rights.

Informants report the provision was added to keep the contract in line with the Freedom of Information Act and that there have been no incidents regarding this provision.

### Retirement

Individual rights of faculty members have been enhanced to a minor extent by the addition of early retirement options. These were all offered on a one time only basis to encourage decisive action on the part of the members. About 24 members decided to take one or another of these options, and these will probably be offered in the next contract according to informants. One option allows the member to teach half-time with 60% pay for up to three years after 26 years of service (1982-84, pp. 67-70). Another option allows members with 20 years of service to retire and then receive half pay for two years (1982-84, p. 63-70). A final option, available as an alternative to layoff of another member is early retirement with one year's salary paid over a period not to exceed five years (1982-84, pp. 70-74).

With the provisions for early retirement is the added administrative authority to fill or not fill the retired member's position or to use as replacements bargaining unit people or non-bargaining unit people, at the administration's discretion for a period of four years (1982-84, pp. 67, 70, 74). Any replacement after four years must be with bargaining unit faculty members. This change is a minor increase in administrative authority. Informants

report that this added authority permits the administration to balance the financial loss caused by the incentives paid out for early retirement. The authority also permits the administration to reduce the size of the faculty or of the bargaining unit without enacting layoffs.

#### Department Heads

Department heads, who are not members of the bargaining unit, are subject to both administrative and faculty review. The authority of faculty members to evaluate their department head has been increased somewhat. The original contract provided that the tenured faculty members would be given the opportunity to evaluate the department head "with such effect as the Dean shall determine" (1974-76, p. 44). The current contract provides that this evaluation will occur every two years (1982-84, p. 44). The frequent evaluation by members of the department underscores the department head's responsibility to the members of the department.

Informants report that although the evaluation by the tenured members of the department is advisory, it is sometimes effective. On a couple of occasions, department heads were removed following negative evaluations by the department. But in another case a negative faculty evaluation was ignored, and the department head retained. Informants report that although department heads are faculty members first and foremost, their duties and accountability

do give them an administrative role. Department heads are expected to teach at least one course per semester. They also perform administrative duties in evaluation and recommendation of department members for promotion etc. When the position of department head is vacant, the faculty within the department usually conducts the search for a new head. Informants report that the department's first choice is usually not rejected by the administration. Often the head comes from within the department. Informants report that in recommendations for personnel actions, the department head's recommendation does not usually differ substantially from that of the departmental faculty committee. Earlier, some administrative consideration was given to changing the department heads to chairs and hiring additional assistant deans to perform part of the work done by the heads. In addition to increasing efficiency, it was hoped the possible change would address the perceived problems of lack of experience or insufficient orientations toward administration on the part of department heads. No action has been taken in this direction as yet, and none may be.

#### Working Conditions

In this area sixteen changes have been made in rights or authority, all of which are of minor significance. Most of these changes were made in provisions for various types



of leaves. The most prevalent type of change in this area is improvement in individual rights.

### Professional Responsibilities

Two changes were made here, one increasing and one reducing responsibilities of faculty members. First, the list of duties which faculty members must perform has been increased. In addition to teaching, advising, participation in orientation, registration, committee activities, convocation and commencement and keeping posted office hours; faculty members must now also actively participate in scholarly activities, meet assigned classes, assign and submit grades, provide requested information such as corrected class lists and report all absences (1974-76, p. 16; 1982-84, p. 18). All of these tasks are routinely expected of and usually performed by faculty members, according to informants. Infrequent lapses in performance led to the addition of these duties to the contract. This is a minor reduction in the rights of the individual faculty members to direct their own professional activities.

The second change releases faculty from any requirement that they be on campus during holiday or school breaks. Again, the routine practice was to not require faculty presence on campus during breaks, but in at least one department they were required to be so. This provision was added to prevent recurrence of this departure from custom.

This is a minor increase in the rights of the individual faculty members.

#### Academic Freedom

Added in the second contract is the affirmation by both parties of the principle of academic freedom in both teaching and research (1982-84, p. 1). This is a minor increase in individual rights. Inclusion of this provision in the contract permits recourse to the grievance procedure in the case of alleged violation, a procedure which is often more speedy and less expensive than seeking redress in court.

#### Leaves of Absence and Sabbaticals

The ability of the administration to protect the investment entailed in granting of sabbatical leaves has been enhanced by two minor increases in administrative authority. First, the administration may now more easily enforce the requirement that a member return to work for Eastern for two more semesters immediately following a sabbatical leave or return compensation received from Eastern for the sabbatical leave. This is accomplished through the added provision that Eastern may take civil action for damages or use other available remedies (1982-84, p. 31). Informants report that this provision has been used.

Second, the requirement that a member returning from a sabbatical leave file a report has been made enforceable. Two new provisions state that the member's pay will be withheld until the report is filed. Faculty members going on sabbatical leave must fill out a payroll authorization for such withholding prior to leaving. Informants report that this provision was added because a few members failed to file reports. This provision has not been used.

#### Sick Leave

Altering sick leave provisions was an important issue in the negotiation of the third contract. The administration wanted to save the money it had to pay out to retiring members for half of their accumulated sick leave days, which might be the maximum of 200 accumulated days as provided in the earlier contracts (1974-76, p. 29).

The compromise reached in negotiations introduced a new procedure but allowed members to keep benefits already gained under the original system. A grandfather clause was added under which current faculty members retain previously accumulated sick leave days, may use these, and will be compensated for unused days upon retirement, as under the earlier contracts (1982-84, pp. 61-74). Effective with the new contract, six-non-cumulative sick leave days are granted to each faculty member per year in place of the previously granted thirteen days per year.

Under the old system, sick days could accumulate over the years to a maximum allowed of 200 days (1978-81, pp. 30-31). The new system does not allow the accumulation of sick days. Instead, a sick leave bank was added. Persons who need more than their six sick leave days allocated for the year and who do not have sufficient days accumulated under the earlier contract can draw upon the sick leave bank. This bank consists of a total of 300 days granted by the administration each year (1982-84, pp. 21-22). An issue not yet settled is what will be done if and when the sick leave bank runs out. Currently many members still retain and use sick leave days accumulated under the earlier contracts. This reduces the use of the sick leave bank. As members' accumulated sick leave days are used, members will increasingly draw upon the bank, which may some year become depleted. The contract provides that if and when the bank runs out, "EMU and the Association shall meet in a Special Conference to consider the possibility and method of replenishing the bank" (1982-84, p. 22).

As it stands, some faculty members with over five years of service have experienced a reduction in the sick leave available to them and consequently have less freedom to choose to stay home with pay when experiencing a long term illness. For all members there is some uncertainty as to whether or not any will have more than six sick leave days if and when the sick leave bank is drained. This is a minor reduction in the rights of the individual faculty members

because this change impinges upon faculty members decisions about how to handle their professional responsibilities when ill.

Informants report that depletion of the sick leave bank is not expected to occur in the near future. Informants also report that faculty members use of sick leave days for illness was not an issue. Faculty here as elsewhere tend to come to work when ill rather than let classes fall behind.

Replacing the accumulation of sick leave with the sick leave bank has reduced the individual faculty rights in another way. Previously, a faculty member could use accumulated sick leave days to stay home and care for a sick family member (1974-76, p. 31). Under the current contract, a member may not draw upon the sick leave bank for this purpose, but must use whatever, if any, of the individually granted six days are left. Informants report that the restriction was added because colleagues should not be expected to share the family responsibilities of one another, as would be the case in use of the bank for a family member's illness.

Two minor changes in the allowed use of sick leave have increased the rights of faculty members. First, the definition of "immediate members of the family" has been expanded by the inclusion of grandparents (1982-84, pp. 22-23). Now a family member may take sick leave to care for sick grandparents and also bereavement leave in the case of the death of a grandparent (1982-84, pp. 24, 31). Second,

it is no longer required that a member staying home to care for a sick family member make a request for such leave in advance to the department head (1974, p. 31; 1982-84, pp. 22-23).

#### Personal Days

Requirements for approval of personal leave have changed. All contracts provide that faculty members may use two days per year for personal business. In the original contract, it was not stated whether or not prior approval was required for these (1974-76, p. 32). Subsequent contracts provide that all leaves except for sick leaves are subject to the convenience and approval of E.M.U. (1976-78, p. 50; 1978-81, p. 39). The current contract provides that personal business leaves, among others, "...require administrative approval, which approval shall be given in all instances where the terms and conditions of this Agreement have been satisfied" (1982-84, p. 26). The individual members rights have been increased to a minor extent by guarantee of approval.

#### Unpaid Leave

Two minor changes have been made in the provisions for unpaid leaves of absence, both of which increase the number of alternatives available to individual faculty members. Leave to serve in an elected political office was allowed "for a period not to exceed 12 months" in the original

contract (1974-76, p. 35). The current contract has added the possibility that a faculty member may request an extension of this leave for the term of office (1982-84, p. 26). In the case of unpaid leave to care for a member of the family with a long term illness, the original contract restricted this leave to care for a minor child (1974-76, p. 34). The current contract permits such leave for care of any member of the immediate family, which includes spouses, siblings, parents or parents-in-law or grandparents (1982-84, p. 23).

#### Return from Leave

Under the provisions of the original contract, a member who failed to return on time from a leave of absence "shall be considered to have voluntarily resigned" (1974-76, p. 37). Exceptions might be granted by E.M.U. Under the current contract, exceptions are permitted as above and also "...in those verifiable limited situations where the Faculty Member was prevented from returning by circumstances (e.g., Acts of God, emergency hospitalization, etc.) beyond his/her control" (1982-84, pp. 27-28). The individual faculty member has gained the right to exercise judgment in the extraordinary circumstances. This is a minor change.

### Outside Work

Examples were given in the original contract of the types of outside work faculty members were permitted to perform. The original contract provided that

supplemental employment for teaching faculty, includes counseling, advising, research, honorariums, demonstrating, teaching, and other such services...Such supplemental employment may be permitted... (1974-76, p. 16).

Like the original contract, the current contract requires administrative permission for outside work, but the list of types of work has been dropped (1982-84, p. 18). With the new provisions, the nature of the work permitted is not restricted to professional activities. This reduction in restrictiveness permits somewhat greater freedom of choice for faculty members seeking outside employment. Informants report that type of work was not a major issue. The primary concern has been that extensive outside employment might interfere with on-campus performance, not that faculty may engage in non-professional outside work.

### Salary Determination

An added provision in the current contract allows the administration "the right to further increase the salary of any Faculty Member" beyond the amounts specified in the contract, which are minimum terms (1982-84, p. 48). It is further provided that such a raise or absence of such a raise cannot be grieved. This provision expands the administration's authority significantly. Now the



administration may increase salaries of selected members of the faculty at administrative discretion.

Informants report that making market adjustments was the primary need which gave rise to this clause. There is some question as to whether or not the administration had this authority before the clause was added. Some informants believe the action was allowable before because it was not explicitly excluded in the original contract.

#### Miscellaneous Working Conditions

The Association gained some influence through membership of the Association President and another member on the University's Health and Safety Committee. This Committee advises the administration about unsafe working conditions (1982-84, pp. 74-75). The Committee may send a report of unsafe conditions to the Director of the Physical Plant. The faculty's advisory role has been expanded through this minor contract change.

Informants report that this is a new committee and that faculty members are usually allowed to serve on such committees. Informants report that a major concern in this provision is the health risk of asbestos used in buildings in which faculty work.

Education Policies

Two changes have been made in collegial involvement of the faculty in decisions about educational practices and programs. The first is the creation of a Faculty Council, and the second is the removal of the long range planning committee from the contract.

A Faculty Council, in a recent contract, advises the Provost and the Vice President for Academic Affairs on instructional matters, including admissions, grading, general educational requirements for the degrees and curriculum changes which involve more than one college (1982-84, p. 31). This committee replaces some structures created during the earlier period of organization. One of these earlier structures was a Faculty Senate. Active in the Faculty Senate were a number of faculty members who had reservations about unionization and who wished to use a structure outside of the collective bargaining process to exercise collegial advisory functions. Informants report that the attempt was not effective because the Senate lacked formal authority. In the third contract, an advisory committee was created which was eventually replaced by the Faculty Council (1978-81, p. 41). The creation of this structure, which gives faculty advisory authority in instructional matters, is a major increase in the authority of the faculty.

The original contract provided that the President would appoint a committee to "consider long range university

planning and other areas he deems appropriate" (1974-76, p. 49). This planning committee is not mentioned in subsequent contracts. Informants report that the committee completed its mission and was disbanded. Recently a similar committee has been created which has the responsibility to advise the President on institution planning. Two faculty members serve on this committee. The new committee is extra-contractual. The loss of the contractual protection for involvement in this collegial advisory process is a minor loss of the faculty's authority.

#### Grievance Procedures

The Association now has the right to have a representative present at the first step meeting with the department head. Earlier contracts provided that the presence of the Association representative was at the discretion of the grievant (1974-76, p. 10). Now, the presence of the Association Grievance Officer is required (1982-84, p. 9). This is a minor increase in the authority of the collective faculty. Informants report that the change encourages settlement at an early stage of the grievance process, assures that matters raised by the faculty members are matters covered in the contract and serves to protect the rights of faculty members who may not be aware of the same.

Another change is the addition of a provision stating that the agreements reached in grievance hearings prior to

arbitration cannot serve as a precedent in future interpretations of the contract without mutual agreement of the two parties (1982-84, pp. 7-8). With this new provision, the parties in a grievance hearing may more easily reach agreement knowing that the compromise made will have limited application. Also, the parties are not bound in future grievances by the decisions reached by particular administrators and particular faculty members, so lengthy consultation with each party is not necessary. With the burden of precedent lifted, the parties may resolve grievances more easily and at earlier stages. Although this change was sought by both parties because they share interest in facilitating settlement of grievances, the change disadvantages the faculty not the administration. Grievances are initiated by the faculty in pursuit of faculty interests. The administration does not grieve, but serves its interests by taking direct action which the faculty may possibly grieve. Under the new provision, a successful grievance against a particular type of administrative action will not prevent repetitions of this type of administrative action in the future. Even if the administration agrees with the faculty perspective in a single instance, the administration may repeat the same type of action in the future. Greater vigilance, more grievances, and possibly missing some potential administrative violations are likely results of this new

provision which weakens to a minor extent collective faculty power.

Total of Changes at E.M.U.

Since the original contract was signed at E.M.U., forty-one changes in power and rights have been made through negotiations of successive contracts. When the major changes are given a weight of two, this total becomes forty-eight. Of the forty-eight weighted changes, 65% have been faculty gains. With regard to proportion of faculty gains, Eastern is about average among the Michigan institutions examined in this study.

## CHANGES AT FERRIS STATE COLLEGE

### Introduction

Ferris State College, founded in 1884, offers a variety of undergraduate programs. Its particular strengths include undergraduate programs in business, technical, and health-related fields (Barrons 1976, p. 368).

Ferris has grown considerably more than the other Michigan public four-year colleges and Universities during the last two decades (Michigan Department of Higher Education, 1960-1983). The other schools, on the average, doubled in enrollments from 1960 to 1970 during which time Ferris almost tripled. From 1970 to 1983 the other schools grew by an average of 5.4%, Ferris grew 19% in enrollment. The 1983 fall headcount at Ferris was 10,767 students.

The faculty at Ferris voted to become organized for the purpose of collective bargaining in 1972 and selected as their agent the Michigan Education Association, which is affiliated with the National Education Association. Concern for job security has been identified by some as clearly the major cause of this move, with secondary issues including a greater voice for the faculty in shared governance, a salary increase, and reductions in classes sizes (Owen 1979, pp. 156-8). Among the precipitating factors for the decision to organize was the public comment of the President of Ferris in which he referred to "deadwood" at Ferris, a comment not

only insulting, but also threatening because professors in Michigan faced a poor market for their profession, shrinking resources for education, and the possibility of falling enrollments (Owen 1979, p. 156).

During its ten years of organization, the Ferris Faculty Association has negotiated four contracts with Ferris State College encompassing the years 1973-75, 1975-78, 1978-81, and 1981-84. In 1978, the Faculty Association went out on strike for two days due to stalled contract negotiations (NCSCBHEP Dec. 1983, p. 3).

#### Association Rights at Ferris

In the contractual areas of basic rights to organize and definition of the bargaining unit there was only one minor change directly bearing on rights and authority. In the second (1975-78) and subsequent contracts new language was added in which the college agreed not to "aid, promote or finance any group...which purports to undermine the Association..." (1981-84, p. 10). This change makes the position of the Faculty Association somewhat more secure by adding the protection of the contract to existing legal protection (MEA 1974-5, p. 3). The additional language, which restricts options open to the administration, is categorized as minor because of the rarity of the event and the already existing restraint on administrative action provided through law.

Administration and faculty informants explained the conflict which gave rise to this change. A number of A.A.U.P. members on campus had originally vocally resisted unionization. At a later time the local A.A.U.P. organization attempted to have the faculty vote again on whether or not to be organized under the Michigan Education Association. The A.A.U.P. group were not able to secure the interest of 30% of the bargaining unit, as is necessary to call another vote. Since that time, the A.A.U.P. members have not presented a serious challenge to the Association. Informants report that while A.A.U.P. members occasionally criticize Association actions, some of the former A.A.U.P. members are now seeking to become more active in the Association.

Size of membership is not a problem. A great majority of the bargaining unit members are Association members, according to informants. In the original contract, Ferris agreed that the Association could have agency shop if the faculty so voted by secret ballot scheduled for May of 1974, several months after the signing of the original contract (1973-75, p. 5). The bargaining unit members voted to have agency shop. Included in the second contract is the provision that all bargaining unit members must either become members of the Association and pay dues or pay a service fee as a condition of employment (1975-78, p. 5). Several faculty members have challenged this provision in



the past; and the Association has taken steps toward having the members terminated, although the final step proved unnecessary. Currently several faculty members are having their service fee held in escrow while they pursue a legal decision about the agency shop provision.

#### Employment Decisions at Ferris

Employment decisions involve changes of the faculty member's status within the institution and include hiring, reappointment, tenure, promotion, retirement, termination, dismissal, transfers and layoff. Also included are procedures that are often involved in the above changes: discipline and evaluation.

#### Initial Appointment

The faculty made a minor gain in collegial involvement in this area. In all contracts at Ferris, the faculty have had a role in the selection of candidates to fill faculty positions. In hiring, the faculty at the department level exercise the weakest collegial role--that of having their advice solicited by administration without voting a majority recommendation. In the first contract, faculty views "...should be solicited...about...the appraisal of new candidates...whenever possible and appropriate..." (1973-75, p. 11). This language has changed little in the subsequent two contracts. In the current contract, however, the

description of the process is expanded and explicitly includes review of credentials, interviewing, and evaluation (1981-84, p. 20). Furthermore, the involvement of more of the department faculty is made likely by the provision that "...members...who are available shall be invited to review..." (1981-84, p. 20). This change from the less demanding "should" to the imperative "shall", together with the dropping of the qualification that administration seek faculty views "...whenever possible and appropriate", make it more likely that the faculty in the department will be able to effectively give their various opinions about new candidate for a position. This strengthening of the faculty's collegial role is categorized here as of minor significance.

#### Reappointment

Collegial rights were enhanced by changes in reappointment procedures. In the original contract, the faculty is given no role in reappointment decisions, which "rest solely with the College and are not subject to grievance review" (1973-75, p. 5). From the second contract on, the departmental faculty selects three tenured members who sit with two administrators on a review committee which hears any appeals made by probationary members who are not reappointed after their third year (1981-84, pp. 10-11). The decisions of this review committee are final and not

grievable (1981-84, p. 10). This movement--from having no collegial role to sharing a decisive role with the administration--is categorized as a major gain in faculty collegial power.

In addition to expanding the faculty's collegial role, this change also enhances the rights of individual faculty members. It provides recourse for those denied continuing employment who otherwise would have no formal means to have the decision reconsidered. Furthermore, this review brings a second perspective, that of faculty, to bear upon an administrative action.

According to some Association informants, this change provides some of the protection of tenure for probationary faculty who have completed two-and-one-half years at Ferris. Probationary faculty who are notified of non-reappointment after February 1st of their third year at Ferris come under the protection of the predominantly faculty review board, which generally uses the just cause standard by which decisions to terminate tenured faculty are made. In the case of retrenchment, however, probationary faculty members are more vulnerable than tenured members because probationary faculty members are laid off before tenured (1981-84, p. 21). In effect, the establishment of this review board has created a new category of faculty members whose job security is somewhat greater than that of probationary faculty members but somewhat less than that of

tenured members. Administrative informants point out that this was a past practice, a policy followed before inclusion in the contract. As past practice, however, the policy could not be enforced. Ferris' original contract refers to continuation of past practices in education policies, not personnel policies (1973-75, p. 7). Rights or authority allowed the faculty under past practices which are not provided for under the contract continue at the will of the administration. These are not rights or authority in the same sense as are contractually enforceable rights and authority.

A second change in this section improves the rights of probationary faculty members. The first contract gives no indication of what shall be the basis of the decision to reappoint or not to reappoint. Subsequent contracts specify that this decision is to be based on the annual performance evaluation (1981-84, p. 10). Specification of criteria restricts the basis upon which the administration determines whether or not to reappoint and permits the probationary faculty member to more effectively act to improve his or her chances for a favorable decision. The new provision also gives a basis from which to argue and appeal in the event of an unfavorable decision after the third year. This is categorized as a minor reduction in the authority of the administration.

The implications of specifying the basis of evaluation of probationary members has been tested in a recent arbitration according to Association informants. A faculty member who had received favorable evaluations but who had been notified of non-reappointment successfully grieved the non-reappointment as a violation of this clause. On the basis of the subsequent arbitration award, it would appear that probationary faculty members with good evaluations must be reappointed. According to this interpretation, probationary faculty at Ferris have unusually strong job protection.

### Tenure

Two changes have been made in tenure procedures over the ten years during which the Ferris faculty has been organized. One increases collegial involvement in tenure decisions; the other reduces the rights of individual faculty members.

The first two contracts do not provide for any collective faculty involvement in tenure decisions. The silence of the contracts on procedures for tenure means this authority rests with the administration, according to the doctrine of retained rights of management (Michigan Compiled Laws 1973, Section 423.210.1b) As contained in the new management rights clause of Ferris' contract, the College "...retains and reserves unto itself, without limitation

except as herein provided; all power, right, authority, duties, and responsibilities..." among which are "...the right...to hire all employees, and...determine...the conditions for their continued employment..." (1973-75, p. 8). Even in the absence of such a clause, the Administration would have the right to make tenure decisions.

Beginning with the third contract, the tenured members of a department determine criteria, review performance, and decide whether or not to recommend members for tenure by their fifth year of probationary employment (1981-84, p. 11). The recommendation is considered by the administrative chain of authority, beginning with the department head, who is not a member of the bargaining unit, and ending with the President. Faculty members "...recommended for tenure shall be granted tenure by the President" (1981-84, p. 11). This qualitative change from no collegial role to one of making effective recommendations is categorized as a major gain in collegial power. Faculty and administration informants agree that this is a significant change. Faculty have, in effect, a decisive voice in who becomes tenured. Administration informants point out that the administration was not necessarily opposed to having the faculty assume some responsibilities in this area.

With regard to tenure, individual rights were decreased by a change in the provision for length of time a faculty

member might serve in a probationary status. Apparently this has been an issue in each negotiation because the language on this topic is altered in each successive contract. The first contract provides that the probationary period is "...not to exceed five (5) years" (1973-75, p. 5). The second contract repeats this provision but contradicts itself by referring to the possibility of a faculty member receiving notification of non-reappointment in the sixth year of probationary status (1975-78, pp. 5-6). The third contract repeats the above quoted five year limitation and even more affirmatively adds the statement that any member who has completed five or more years "...shall be deemed to have tenure status" (1978-81, pp. 10-12). The current contract regresses by providing no maximum for the length of time faculty member might be probationary. Under the current contract, the probationary faculty member must be considered for tenure by the fifth year, and "...non-recommendation for tenure shall not be used as a basis for terminating an individual's employment (1981-84, p. 11). It is, however, contractually possible for a faculty member to serve any number of years on a probationary basis. These changes could reduce procedural protections and academic freedom and exclude some faculty members from the collegial groups which require tenure. Because of its potentially broad implications, this change is categorized as a major loss of individual faculty rights.

Faculty informants believe that this loss is countered, to some extent, by the gains in protection for probationary faculty members. As explained above, a provision has been added which allows probationary faculty who are beyond their third year to appeal non-reappointment to the predominately faculty review board, whose decisions are final. The combined result of these two changes is to permit faculty to remain probationary longer than before but to have greater protection as probationary faculty members. Administrative informants concur that the administration must, in effect, decide whether or not to retain a particular faculty member during the member's first three years. Faculty informants point out that faculty members who have been retained as probationary under the new provisions might otherwise have been terminated, not tenured. During such times as these, when administrators are preparing for possible reductions in enrollment, an indefinite probationary period may provide a longer period of employment than a mandatory early tenure decision.

#### Promotion

The first contract specifies that the Association will form a committee to study and recommend to the administration policies for promotions. The contract provides that promotions during the first year proceed under the "existing" policies (1973-75, p. 9). The subsequent



contract (1975-78) provides for study committees to be formed in each school with members of both the administration and the bargaining unit participating in making recommendations for promotions policies which would be forwarded to the various Deans for implementation. In the interim, the "current" procedures were to be used and the number promoted were to be "...in general accordance with recent levels" (1975-78, p. 23).

According to informants, the pre-contractual policies, which were continued under the first two contracts as the "existing" and "current" policies, did not provide a collegial role for the faculty. Until the procedures of the third contract were developed, the faculty did not have a formal role in promotion decisions.

According to the third and the current contracts, two faculty committees produce recommendations for promotions (1981-84, pp. 44-45). Each school maintains a School Promotion Committee, whose composition and procedures are determined by the Dean and the Faculty of the school. These committees make recommendations for promotions within the school. The School Promotions Committees each send a rank order list to the All-College Promotions Committee, composed of bargaining unit representatives, who determine the rank order list of all members recommended for promotion. The list is then presented to the Vice-President for Academic Affairs who "...shall recommend to the President the

promotion list arising out of the All-College Promotion Committee" (1981-84, p. 44). The President, in turn "...shall recommend to the Board...at least the promotion list provided by the Vice-President..." (1981-84, p. 44). Any deletions must be explained in writing by the President to the person deleted and to the All-College Promotion Committee. A minimum of 34 promotions must be granted each year so long as the Committee recommends at least 34 (1981-84, p. 45).

Beginning in 1978, the faculty acquired this relatively strong collegial role in promotions. This change is a major gain in collegial rights for the faculty. Administrative and faculty informants report that this is a significant change. As a matter of course, the administration has granted promotions to the top 34 faculty members on the list of recommendations for promotion prepared by the All-College Promotion Committee. This implies that the administration agrees that the faculty's recommendations are to be effective in promotions.

#### Changes and Transfers

The faculty gained the right to review qualifications of persons requesting transfer into a department. In the first three contracts, the faculty did not have a role in reviewing transferees; qualified faculty could transfer "...with the consent of Ferris..." (1973-75, p. 9). The

current contract adds to the above quoted phrase the provision that the :

...credentials and qualifications of an individual seeking transfer will be reviewed and evaluated by the available members of the receiving seniority group for use by the Department Head and Dean in making their decisions...(1981-84, p. 15).

The faculty have gained an advisory role. The current contract does not specify that faculty vote majority recommendation. It is assumed here that they exercise the less influential collegial role of presenting their various individual viewpoints for administrative consideration. It should be pointed out that an administrator wishing to transfer into a faculty position within a department would also be subject to review by the faculty of that department. The current contract permits qualified administrators as well as qualified bargaining unit members to transfer, with Ferris' consent, and provides for departmental faculty review of individuals wishing to transfer into their department.

Although transfers may not be frequent occurrences, transfers may have important consequences. The quality of a discipline will be affected by the credentials of persons who transfer into that discipline. Transfers influence job security when reductions in programs are being considered and implemented, as has happened at Ferris and at many other colleges and universities in Michigan.

In Ferris' contracts the impact of transfer upon layoff is made less immediate by the stipulation, which is discussed below under retrenchment, that two years must elapse after the faculty member transfers before the member's seniority is transferred to the new department (1981-84, p. 22). Perhaps partly for this reason, this change appears to have had little or no significance at Ferris. Faculty and administrative informants report that the procedure has been used little or not at all and is of minor significance. This is a qualitative change in the faculty's role in transfer decisions, but since it has infrequent application and limited consequence this change is categorized as a minor gain in collegial rights of the faculty.

#### Layoff and Recall

Three changes were made in the provisions for retrenchment. In two of these changes, the faculty lost rights and in one the faculty gained.

Probably the most significant of these changes is the reduction in the extent of faculty involvement in retrenchment decisions. All contracts allow the faculty an advisory role in retrenchment decisions. The College must meet and discuss possible retrenchment with the Association. The earlier contracts required meeting and discussing under more conditions and at an earlier stage of the decision-

making process than does the current contract. In the first contract, conditions requiring meeting and discussion are broadly defined:

...Administration shall meet and discuss with the Association any changes, including those involving curriculum and programs, which might lead to a reduction and/or reallocation of the bargaining unit members..., except...natural attrition...(1973-75, p. 11).

In the current contract, these conditions are more narrowly defined:

Retrenchment may first be accomplished through natural attrition...In the event additional retrenchment becomes necessary...the Administration will meet and discuss with the Association, the contemplated retrenchment (1981-84, p. 21).

Earlier involvement of the faculty is implied in the first contracts, in which the Association meets and discusses with the Administration any changes which might lead to retrenchment. In contrast, the current contract requires that the two parties meet and discuss the situation when retrenchment has become necessary. The latter implies that the decision to retrench will have been reached by the administration before the Association and the administration discuss the problem.

In practical application, the administration would find it very difficult to fulfill the requirements of the first contracts unless it were to discuss virtually all institutional changes with the faculty. There are many changes which might have the unforeseen consequence of reducing enrollment and necessitating layoff. For example,

new recruitment policies, changes in the College's mission, or changes in key administrative personnel might reduce student enrollment and lead to retrenchment. Had the administration failed to meet and discuss these changes with the Association, the Association might hinder retrenchment by grieving that the administration had failed to fulfill its contractual obligation. To avoid this problem, a prudent administration would discuss with the Association any change which might possibly lead to layoff. Thus, the earlier language implies a very extensive collegial role for the faculty.

The earlier language also implied that the Association would have prior knowledge about changes which might lead to a need for retrenchment. Advanced notice about contemplated changes gives a faculty time to gather data, reflect upon it, discuss alternatives, and use publicity to influence the decision. Because the current contract does not provide for early notification, the faculty may not have the opportunity to actively participate in decision-making.

As explained above, the current contract at Ferris has the potential to reduce the scope of topics to be discussed with the Association and reduce advanced notice about changes which might lead to retrenchment. However, the potential significance of this change has not been realized at Ferris. The faculty informants recognize the potential difference between the earlier and the current language, but

report that the faculty did not enjoy the larger role implied in the earlier language. In the retrenchment decisions which have occurred, the faculty has had a relatively limited collegial role, which some describe as closer to being informed rather than being seriously involved in the early discussion and planning stages of the retrenchment decision. The seemingly great change in the contract does not appear to correspond to actual changes in the faculty's position. For this reason this change is a minor reduction in collegial faculty authority.

Faculty and administration informants report that when the earlier language was formulated, the possibility of layoff was remote. As funding and enrollment changes throughout the state made layoff a real possibility, the layoff provisions were more carefully and seriously considered in contract negotiations. The layoff provisions have since been used. Currently there are two academic areas in which layoff notices have been sent to faculty: electronics technology and physical education.

The radio and television repair program is being upgraded to an electronics technician program. Several tenured faculty members whose educational background has been determined not to be appropriate to teach in the new program were notified of layoff. These faculty members were offered the chance to retain their positions if they undertook retraining. For most, this entailed taking

advanced mathematics courses at Ferris in preparation for taking electronics courses at nearby Western Michigan University. At the same time that they were to begin the retraining, a number of faculty members who had been given layoff notices were given new teaching assignments in mathematics which entailed new preparations. Among informants there is some disagreement about whether or not teaching loads of these faculty members were somewhat reduced during their retraining periods. It is expected by informants that most of the threatened faculty members will not be able to meet the demanding retraining requirements for keeping their jobs and that at least a few will suffer hardships as a consequence.

Before the repair program was dropped and the electronics technology program was instituted, all of the departments on campus had engaged in self-study which entailed evaluating and rating their various programs according to the advisability of retraining the programs. This particular change was hotly debated, according to informants, with some faculty in the area for and some opposed to the change. The issue was given extensive consideration by the faculty within the department and the Faculty Council before both concurred in the decision.

The second area in which layoff notices have been sent is primarily with physical education. Faculty and administrative informants reported that the college believed



it necessary to reduce the number of required hours for graduation in order to compete effectively for students with other colleges. Alternatives were considered before it was decided to drop the graduation requirement of three physical education courses. Faculty have an advisory role in such programmatic changes, and the faculty did endorse this change. Differences in interpretation of this endorsement exist among informants. Some believe that the faculty weighed various alternatives and made a recommendation which they anticipated would have consequences. Other informants describe the faculty as going along with a change which the administration had already decided to make.

In this type of programmatic change faculty are often divided. Faculty members in each discipline usually prefer that students take more courses in their areas and believe cuts in requirements should fall outside their discipline. Informants point out that the various schools still have the option of continuing to require the three physical education courses for graduation in the programs in their areas. But thus far it appears that only Allied Health will make this requirement. The faculty has given its consent to this change in one or more ways.

The approximately thirteen faculty members notified of layoff associated with the reduction in requirements for graduation include about nine physical education faculty members and three in other areas. Perhaps many of these

will be placed elsewhere in the college, according to informants. The administration is required to "make every effort" to place affected bargaining unit members in another suitable vacant position within the College (1981-84, p. 21). It would be fortunate if there were enough vacancies at one time for this number of persons with similar backgrounds.

A second change in the layoff order has increased the protection provided by tenure. In the first three contracts, faculty members within a department were to be laid off in the following order: first, temporary, part-time faculty; second, temporary, full-time faculty; third, regular, part-time faculty; and finally, regular full-time faculty (1973-75, p. 12). The least senior faculty member within each category was to be laid off first. Only the current contract considers tenure status. In the current contract, the fourth category is regular, full-time, untenured faculty and the fifth category is regular, full-time, tenured faculty (1981-84, p. 21). This change is a gain in faculty rights because any enhancement of the protection provided by tenure increases the faculty member's ability to exercise academic freedom.

The third and final change in retrenchment is a minor gain in administrative rights. All of the Ferris contracts consider the impact of transfers upon retrenchment order within departments. Transfer and layoff are related because

a faculty member under threat of layoff might request transfer to another department. If the department receiving the transferee becomes overstaffed as a consequence, the threat of layoff is shifted to the least senior member of that department. In the contracts at Ferris, members are given some protection against such "bumping" by the requirement that the faculty member transferring into a department serve for two years in the new department before the transferee's seniority is calculated within the new department. During the two year waiting period, the transferee has seniority in the former department. This protection from bumping is weakened somewhat in the current contract, which provides that department heads are not subject to the two year waiting period if they have taught in the discipline into which they are transferring. Under this provision, department heads may have seniority in a department as soon as they have transferred into the department and can bump a less senior member of that department. Because this new provision allows the administration more flexibility in layoff decisions, it is again in administrative authority. This gain in administrative authority is categorized as minor because the events involved occur rarely and a small number of faculty are involved.

In summary, there has been one minor loss of collegial faculty authority, one minor gain in individual rights and one minor gain in administrative rights within retrenchment.

### Personnel Files

Individual faculty rights were increased or administrative authority reduced through three changes in the language about personnel files.

Two of these changes were made in the second contract. In one of these two changes, new language provides that there will be only one personnel file for each member (1973-75, pp. 6-7). With this new provision, the faculty member's access to their personnel files is made more meaningful. This is a minor reduction in administrative authority.

Also added in the second contract is the right of a faculty member to attach a written statement to any material added to the member's file (1975-78, p. 7). Thus, anyone reading material in a faculty member's file will also be exposed to that member's comments on the material. This is a minor enhancement of individual rights.

Language changes in the second and the current contracts increases the probability that the faculty members will know about any material being placed in their files without having to examine the files frequently. The second contract provides that no new material can be added to a member's file without that member seeing the material (1975-

78, p. 7). This protection is expanded in the current contract by the requirement that the member must receive a copy of the added material and, in the case of disciplinary information or evaluations, must have the opportunity to sign or initial the document (1981-84, pp. 12-13). Probably the use of the signature to demonstrate that the faculty member saw the added material was intended in the second contract which specifies, as does the current contract, that the signature of the faculty member on the added material does not imply agreement with the material (1975-78, p. 7). The current contract strengthens this protection by providing that the administration cannot use the added material in grievance procedures or disciplinary actions unless the administration can demonstrate that the faculty member saw the added material (1981-84, p. 12). These changes make it more probable that faculty members will know what is in their files. Together these constitute a minor reduction in administrative authority with regard to personnel files.

Informants explain that a particular case gave rise to the requirement that faculty members see material added to their files. In the course of an action which was taken against a faculty member, the administration presented material from the member's file of which the member stated he had no knowledge. The new provision was added to the contract to prevent recurrence of this circumstance.

### Working Conditions at Ferris

Included under this general heading are procedures regarding work assignments, academic freedom, leaves of absence, and miscellaneous working conditions. Over the ten years during which the faculty at Ferris has been organized, it has gained the collegial right to make recommendations for sabbatical leave requests and to review complaints about unreasonable work loads. Individual faculty rights have been improved in a number of areas, including academic freedom. No losses of faculty rights nor gains in administrative authority have occurred in working conditions.

### Work Assignments

Two changes have been made in procedures by which work is assigned. The faculty has gained a collegial role in review of workloads, and individual faculty rights have been enhanced by changes in provisions for assigning summer teachings.

Procedures have been developed in the second, third and current contracts which provide for collegial review of workloads. The repeated revision of these procedures suggests that this has been a problem area.

The first contract does not mention any steps which a faculty member might take if the member felt that his/her

workload was excessive. The second contract permits a faculty member to request review by a committee made up of department members who are elected by the department (1975-78, p. 10). In the second contract, if the committee agrees that the workload of the complaining member is "unreasonable or inequitable" compared to that of others within the department, the committee will send a written report to the Dean, "who will make adjustments" (1978-78, p. 10). In the current contract, the Dean is obligated to "make reasonable effort to make readjustments in light of the report" (1981-84, p. 16).

The third contract adds a second review committee, which may compare a faculty member's workload with workloads in comparable disciplines. The second committee is composed of three faculty members appointed by the Association and three administrators (1978-81, p. 17). The current contract makes it clear that this committee may make comparisons with "other institutions of higher education and/or at Ferris" (1981-84, p. 17). This committee reports to the Dean and the Academic Vice-President who "shall consider the recommendations and advise" the faculty member involved and the committee members (1978-81, p. 17).

These two committees involve the faculty in workload review, an area in which faculty previously had no collegial role. This is a major gain in collegial rights.

Faculty and administration informants report that equitability of workloads remains a major problem for many faculty members. None of the contracts provides a clear definition of a full faculty workload. Past practice is to be followed according to the provision on which the administration agrees to continue current workloads, unless the College needs to change these "for the benefit of the College, the student body, or the faculty" (1981-84, p. 16). According to informants the procedures for comparing workloads within a department have been relatively effective. Within departments, workloads are generally regarded as equitable. The procedure for adjusting workloads on the basis of comparison among departments or with different colleges, also described above, has not been effective in eliminating what some faculty regard as inequitability of workloads among different departments. Development of a uniform definition of a full workload has been hampered by the differences of opinion among faculty about how to equate the various types of lecture, lab and internship supervision the faculty perform in the different technical, professional, and liberal arts areas. The creation of review boards has helped, but not entirely solved, this problem. From an administrative perspective, efforts to provide for a uniform workload in the contract carry the risk of necessitating hiring new faculty.



In a second change with regard to work assignments, administrative authority has been reduced to a minor extent by increased procedural formality in assigning summer classes. In the first two contracts, only brief mention is made of this topic. It is listed among several topics with regard to which the administration should solicit views of faculty members (1973-75, p. 11). In the third and current contracts, this language is expanded into a new subsection which provides that summer teaching is to be assigned on the basis of a rotation list within each discipline. The new language also allows a member to decline a teaching assignment during a particular summer, when giving advanced notice, and to decline a less than full summer load without forfeiting a place on the rotation list in either case (1981-84, pp. 19-20). By formalizing the procedures for assigning summer teaching, these changes have made the outcomes more predictable. The faculty member may better organize and plan this aspect of professional life.

Informants report that rotation lists were generally used to make summer assignments before the faculty organized. Complaints from faculty that the practice was not always followed led to inclusion of this procedure within the contract. Compensation for summer teaching is sufficient to make such assignments competitive. Faculty members who teach full loads during the summer are compensated at the rate of 30 percent of the salary for the

nine-month academic year. Availability of summer assignments varies from department to department. In some, faculty members may be able to teach every other summer and in others only once every four or five years.

### Academic Freedom

The rights of individual faculty members have been improved somewhat through three minor changes in provisions for academic freedom.

The first and second contracts require that in the classroom the faculty member "be careful to present objectively the various scholarly views" (1973-75, p. 10). This requirement is described differently in the third and current contracts, according to which the faculty member must "alert students to the various scholarly views" (1981-84, p. 18). This minor change in wording suggests that faculty members need not cover all points of view as elaborately as required before and that a faculty member may now advocate a theory to which the member is committed. Most faculty members would not be affected by this change, but the outspoken advocate of an unpopular viewpoint would have somewhat greater protection under the new wording. This change is categorized as a minor gain in individual rights.

The second improvement in academic freedom is the addition of the provision that faculty are primarily

responsible for decisions regarding instruction (1981-84, p. 18). As in the above change, this improvement would probably have consequences for the minority of faculty, those whose teaching methods or standards violate custom. This is also categorized as a minor improvement in individual rights.

Usually contract provisions for academic freedom include a cautionary statement about the responsible exercise of this freedom. In the Ferris contracts there are three: reference to freedom with "an equally demanding concept of responsibility", mention of the obligation to respect the opinions of others and a suggestion that faculty members make "every effort to be sure that they are not taken to be spokesperson for the College" (1981-84, p. 18). In the first contract, the provision for academic freedom ends with these warnings. In the subsequent contracts, a reaffirmation of academic freedom follows the cautionary statement. This reaffirmation states that the warnings do not limit freedom in teaching or scholarly activity, within the limits of professional standards, and that outside the classroom the faculty member has the "right to support or oppose political causes or issues" (1981-84, p. 18). The latter actions is also protected under the First Amendment. Including a clear statement of this right within the contract permits a recourse to the grievance procedure as an alternative to use of the courts of law, which often move

more slowly and are more expensive than grievance to arbitration. This change is categorized as a minor gain in individual faculty rights.

### Leaves

Faculty rights have been improved through a number of changes in procedures for granting paid and unpaid leaves of absence. Three changes have enhanced faculty rights or reduced administrative authority in sabbatical procedures. A fourth change allows faculty members to decline to fill in for absent colleagues.

Of the three changes made in sabbatical procedures, the most significant is the collegial involvement of the faculty in deciding who will be granted sabbatical leaves. Under the first contract, the administration made these decisions without review by any faculty group (1973-75, p. 18). The second contract created an Appeals Committee, made up of administrators and faculty, to whom a faculty member could appeal for a final and binding decision if denied a sabbatical leave twice for non-financial reasons (1975-78, p. 16). The Appeals Committee has been dropped in the third contract and replaced by two committees which involve the faculty in review of all applications for sabbatical leaves. The new procedure, which has been retained in the current contract, requires that faculty members apply for sabbaticals to their School Sabbatical Review Committee.

Within each of the schools, one of these Committees evaluates the applications and gives a ranked list of applications it recommends to the Dean of the school (1981-84, pp. 30-31). The All-College Sabbatical Review Committee receives the lists from the various schools, minus whatever deletions the Deans have made and composes a single, ranked list of all the recommended applications (1981-84, pp. 30-31). The list then proceeds through the various higher administrative offices, where deletions may be made (1981-84, p. 32). Informants from the faculty and administration report that at the higher administrative levels deletions which are made are done in reverse of rank order of the All-College Committee. The Committee's priority is respected by the administration.

The establishment of this committee structure is a major gain in collegial rights for the faculty. The faculty has moved from having no collegial role to being involved in two steps of the process.

There were two other changes in sabbatical policy. In one, the priority in granting sabbaticals has shifted from giving "primary consideration...to the needs and aims of Ferris" (1973-75, p. 17) to giving "equal consideration" to the needs of Ferris and those of the applying member (1981-84, p. 30). This is a minor gain in individual faculty rights.

The other minor change in sabbatical procedures entails a reduction of administrative authority. Beginning with the third contract, it is required that "barring financial exigency, every effort be made to maintain the level" of sabbaticals to the amount granted "in the recent past" (1981-84, p. 32). Earlier contracts did not specify what amount of sabbaticals should be granted. Faculty informants report that the administration routinely grants twelve sabbaticals a year.

A final change with regard to leaves permits faculty members to decline requests that they fill in for temporarily absent colleagues. The first contract does not address this issue. The second contract provides that faculty "may be asked to fill the vacancy" and adds that should the fill-in assignment be "considered burdensome", the College would "endeavor to obtain a replacement" (1975-78, p. 18). This language does not state that a faculty member may refuse such an assignment. The third contract states that faculty "may be asked, but shall not be required" to fill-in (Addendum 1978-81). The current contract includes this right to refuse and also provides a reward of additional accrual of sick for those who do fill-in for absent colleagues. The right to refuse such assignments is a minor gain in individual rights. The accrual of additional sick leave is an example of a common practice of shifting from requiring certain acts to

encouraging voluntary compliance through rewards. The use of rewards meets the administration's need to be sure that important duties will be performed and also meets the faculty member's need to have some freedom of choice in work assignments.

Informants report that some faculty members regard being asked to fill-in for absent colleagues as unfair because, although they are not paid for doing the extra work, the absent colleague is docked a sick day. Procedures for covering such absences vary among departments. Classes may be cancelled, substitutes hired, or fellow faculty members may voluntarily fill-in. Informants state that with the new language faculty members are less likely to fill-in unwillingly for absent colleagues.

#### Miscellaneous Working Conditions

The original contract provides that the administration will solicit faculty viewpoints in the course of making a number of departmental decisions. The types of decisions which require this solicitation are listed and include: course offerings, scheduling, utilization of funds, departmental objectives and internal functioning. With the second and subsequent contracts, this list has been lengthened by the inclusion of employee working conditions and workload, placement of dangerous equipment and wording

of posted safety notices (1981-84, p. 19). This is a minor gain in collegial rights of the faculty.

### Educational Policies

In the Ferris contracts, educational decision-making is addressed primarily under two different subheadings: educational policy and departmental procedures. The former refers to decisions within the College as a whole or one of its schools. It speaks in general terms about the type of policies faculty may help shape and the nature of the faculty's involvement. In the subsection on departmental procedures, the specific topics are listed which are to be handled collegially. In both subsections, a number of changes in rights and power occurred. Some of the changes reduced and some enhanced the faculty's role in educational decision-making.

From a faculty perspective, most of the changes in this area have been regressive. Since the second contract, the faculty's right to help change educational policy has been reduced in two ways: (1) the range of topics which may be decided collegially has been narrowed, and (2) the effectiveness of faculty involvement in such decisions has been reduced.

All of Ferris' contracts require that the administration inform the faculty of proposed changes in educational policy. The Association provides forums in



which faculty members discuss with the administration issues which have been raised by either the administration or the Association. Through such discussions, the faculty reviews and participates in recommending changes in educational policies.

Two revisions have reduced the range of the decisions in which faculty participate. First, in the original contract, the "Association shall be informed by all changes in policies proposed or undertaken by the administration" (1973-75, p. 7).

The wide range of topics implied above is apparently reduced in the subsequent contracts, which provide for discussion of "proposed changes in and additions to institutional policy affecting faculty" (1981-84, p. 13). Secondly, in the first contract the Association may raise for discussion among the faculty "any policy which the Association believes is of significance to the faculty" (1973-75, p. 7). The subsequent contracts do not specify that the Association makes this determination, but rather permit the Association to discuss "issues to concern to the faculty" (1981-84, p. 13).

Taken together, these two revisions imply a reduction in the range of educational policies which might be discussed collegially. In the first contract, using the word "all" and permitting the Association to define what

policies are of significance to the faculty opened the door to collegial discussion of virtually any policy change.

The practical inapplicability of the requirement that the administration inform the Association of all changes is similar to the difficulty presented by the earlier retrenchment language, which required that the administration discuss any change that might lead to a reduction. The earlier provisions for educational policy, however difficult for the administration, did require faculty involvement in more types of policy changes than are required in the subsequent three contracts.

The extent of the faculty's participation in any particular educational policy decision has been reduced by a number of related alterations in the descriptions of the timing and the nature of faculty involvement. According to the first contract the faculty can participate in "issues that precede the formation and recommendation of educational policy" (1973-75, p. 7). The extent of faculty participation includes "discussion and debate...and recommendation" (1973-75, p. 7). This seemingly active role is reduced in the second and subsequent contracts to participation in "the recommendation" of educational policy (1981-84, p. 13).

These shifts in wording imply that the faculty will be involved at a later stage of the decision-making process. In the first contract the administration will give the

faculty "adequate and timely notice" of proposed changes (1973-75, p. 7). In the current contract, changes "shall be presented prior to implementation for review by the faculty" (1981-84, p. 13). Because the responsibility for creating forums for discussion rests with the Association, it is the Association and not the administration which is responsible to arrange for faculty members to present recommendations. Taken altogether, these revisions in the timing of notification and level of participation of the faculty make it possible that the faculty could be informed of changes in educational policy but not have sufficient time to effectively participate in decisions. One could argue that the administration has met its contractual obligation if the faculty is informed of the changes any time prior to the Board's approval of the changes. The collegial participation of the faculty in making educational policy decisions could be effectively eliminated.

It would seem that these various changes in the contractual descriptions of the scope, nature and timing of faculty involvement in educational decision would correspond to a major change in the faculty's actual role. However, this does not appear to be the case. According to informants' reports, this contractual change has had little or no real consequences. According to both parties' interpretations, this change, at most, entails a minor reduction in the collegial authority of the faculty.

Perhaps this change has had little consequence partly because the original language which give faculty greater authority was in place only two years before being replaced with the language which implies a reduction in the faculty's involvement.

The faculty formally influences educational policies and program changes through the recommendations of the Representative Faculty Advisory Council, an extra-contractual body which predates unionization at Ferris. Informants present conflicting pictures of the effectiveness of faculty recommendations through this body. Administrative informants point out that the administration routinely seeks faculty input when changes are being considered and that this has been a customary practice at Ferris. The recommendations for many program changes originated within departments and schools, administrative informants point out. Faculty informants point out that the faculty's role in educational changes is advisory only. They report that both the customary role of the faculty and faculty members' expectations are that the faculty have little collegial authority over educational decisions. Faculty informants point out that many faculty members seem apathetic about influencing educational policies at Ferris. Perhaps this is partly a consequence of perceived powerlessness. Possibly the bureaucratic ethos which often characterizes business and industrial settings influences

the expectations of this faculty, many of whom teach in applied business, industrial or health areas.

One minor improvement has been made in the faculty's role in helping to shape educational policy. The number of circumstances which release the administration from their obligation to present proposed changes to the faculty has been reduced. The first contract notes that the parties "recognize that sometimes prior consultation is not possible" (1973-75, p. 7). Revisions made over two contracts have resulted in the current language, which requires that the administration give prior notice to the Association "except where extraordinary circumstances prevent such prior review" (1981-84, p. 13). This is a minor increase in collegial faculty authority. There is some indication that the administration recently is more regularly seeking the advice of the Faculty Council, however effective or ineffective the faculty recommendations may be. Some informants believe that the administration may be seeking the Council's advice on educational policy changes more often now because the instigation of collective bargaining has presented the administration with the alternative, the adversarial mode of relationship with the faculty, with which the administration may be less comfortable.

At the department level, there have been two minor improvement in the collegial rights of faculty. First, a

change reduced the probability that the administration will solicit only a few members viewpoints. The original contract states that "faculty views" will be solicited (1973-75, p. 11). The current contract strengthens the faculty role somewhat by its reference to solicitation of the recommendations of "a majority of the available members" of the department (1981-84, p. 18). With the revised wording, it is less likely that solicitation of the views of only one or two members might be construed to meet the contractual requirement. This is a minor gain in the collegial rights of the faculty.

Informants report that this change was made after some faculty members stated that changes were made during the summer in the policies of their department without solicitation of the opinion of faculty members who were not teaching in the summer but who were available in their homes during the summer term. Among informants there is still some difference of opinion about whether or not faculty who are not teaching in the summer need to be consulted about changes made in the summer. Informants also state that the advice may be given individually or in the form of a majority vote, depending upon the issue at hand, the customs of the department involved, and whether the question is raised in a meeting or in individual contact.

Second, a minor change reduces the probability that the administration might bypass the faculty in the process of

making decisions affecting a department. In the first contract, the administration is required to solicit faculty views when changes are made in the topic areas listed "whenever possible and appropriate" (1973-75, p. 11). In the current contract, the administration has agreed that "every effort will be made to observe the above principles," i.e., solicitation of faculty recommendations (1981-84, p. 19). This is somewhat more stringent requirement is a minor improvement in faculty collegial rights.

These two changes in department procedures have strengthened the faculty's collegial role. Now the administration is less likely to bypass the faculty or to solicit the views of only a few faculty members, and the faculty is involved in somewhat more decisions than previously.

#### Grievance Procedures

Two changes have been made in grievance procedures, both of which involved losses of rights of power to the faculty.

The more important change in the grievance process is an added restriction on the Association's right to file grievances. In the third and the current contracts, a clause has been added which allows the Association to grieve only "when the Association's specific rights, as distinguished from the rights of individual members have

been violated" (1981-84, p. 23). The Association's specific rights include such provisions as freedom from interference of the College, the right to post notices and hold meetings on College property, and the right to have the College deduct dues from members' paychecks. Violation of a contract clause in which the Association is named as a collegial body with whom the College will meet and discuss might also be grieved by the Association under this new provision. The Association could not grieve violations of individual rights, nor could the Association grieve violation of the collegial rights of individuals, departments or faculty committees.

Sometimes an individual, a departmental faculty or a faculty committee hesitates to pursue a grievance on its own behalf. Some faculty members are particularly vulnerable to reprisal; for example, probationary faculty members or members who have received reprimands or poor evaluations. Even secure, tenured faculty members may decide not to file because doing so would harm their congenial relationships with department heads or deans. When the collegial rights of a department or committee are violated, the negative consequences may be so diffused that no single faculty member or group of faculty members is sufficiently motivated to pursue a grievance.

If the Association cannot grieve on behalf of reluctant or fearful individuals, departments or committees, the



rights involved may be lost. Faculty rights and power which have been secured through contract negotiation may be gradually eroded. The broadest issues at stake are the integrity of contract provisions and the effectiveness of the negotiation process. Because of its potentially broad consequences, this restriction of the Association's right to file grievances is categorized as a major loss of collegial power.

Faculty and administration informants regard this as a significant change. Faculty informants state that the new provision creates problems in enforcing the contract because some faculty hesitate to grieve violation of their rights for fear of retaliation or because they believe that administrative good will may be more beneficial to them in the long run than winning a grievance. Administrative informants point out that it is inappropriate for the Association to grieve alleged violations when the faculty members involved do not think their rights have been violated.

Informants report that there had been a relatively small number grievances and arbitrations prior to the last academic year, during which there were about thirteen grievances filed and seven arbitrations. Some of these involved layoff and other personnel actions. Administration informants believe the increase may be the result of a tactic on the part of the Association to demonstrate the

need for contract revision in preparation for the onset of contract negotiations this summer (1984). Associations informants believe that the increase in grievances and arbitrations reflects increased faculty awareness or increased problems or violations. Association informants point out that favorable arbitration awards sometimes make contract negotiations more difficult, not easier.

The second change in grievance procedure is addition of a requirement that all grievants be identified (1981-84, p. 23). When a number of faculty members are affected by a particular alleged contract violation, now only those who actually sign the grievance can benefit from whatever favorable disposition or award may result. This change reduces somewhat the contractual protection for faculty members who do not grieve violations of their rights. This is a minor loss of individual rights.

#### Total of Changes at Ferris State College

At Ferris State College a total of twenty-nine changes have been made in power and rights since the original contract was signed. If the seven major changes among this total of twenty-nine changes are given a weight of two and the minor changes a weight of one, the weighted total is thirty-seven. Of this weighted total, 78% involve faculty gains. F.S.C. ranks fourth among the nine institutions in the proportion of contract changes which are faculty gains.

## CHANGES AT LAKE SUPERIOR STATE COLLEGE

### Introduction

Lake Superior State College, with an enrollment of 2,820 and a faculty of 95, is the smallest of the four-year public colleges and universities in Michigan (Michigan Department of Education 1960-1983). Its faculty, who organized for the purpose of collective bargaining in 1978, are the most recently organized among the same institutions.

The College is located in Sault Ste. Marie at the site of old Fort Brady, which had been an army post from 1822 to 1944, when its property was given to Michigan Technological University (Catalogue, Lake Superior State College 1983-4, p. 15). In 1946, Lake Superior State College was established as a branch of Michigan Technological University, an Upper Peninsula institution located about 250 miles from Lake Superior State College. In 1966, the College was authorized to offer four-year degrees, and in 1970 the College was separated from Michigan Technological University and made an autonomous state college. Currently the College offers a variety of bachelor and associate degrees in liberal arts, science, and technical/vocational areas as well as a masters degree in business.

L.S.S.C. has had one of the highest rates of enrollment growth of the colleges and universities included in this study, both in the 1960's and since 1970 (Michigan

Department of Education 1960-1983). From 1960 to 1970, the College's enrollments grew from 486 to 1,668. This increase of 243% is greater than the 100% average growth rate for the public four-year colleges and universities in Michigan. During that period, L.S.S.C.'s status changed twice: from a two to four-year institution and from a branch college to an autonomous state college. From 1970 to 1983, during which period the College's status did not change, the enrollments grew at the rate of 69%, which is much greater than the average rate of growth, 5.4%, for all of the institutions.

The L.S.S.C. faculty voted to become organized in 1978 and affiliated with the Michigan Education Association of the National Education Association (Douglas 1983, p. 17). The faculty and administration have negotiated three contracts covering the years 1978-81, 1981-83 and 1983-86.

The faculty at L.S.S.C. have never struck, but in the course of negotiating the first contract did engage in informal picketing in response to stalled negotiations. Each contract has required several months of negotiations and use of mediation. In the course of negotiating the current contract, fact-finding was also used and was apparently effective to some extent. Of the twenty changes in authority and rights made during negotiation of the current contract, eight (40%) of these changes were tentative agreements reached by the two parties primarily before but also after fact-finding. Three changes (15%)

were tentative agreements reached during the fact-finding sessions. Nine of the changes (45%) were compromises suggested in the fact-finder's written report which the parties finally agreed to through ratification. Fact-finding did not favor either side. There was almost no difference in the extent to which one or the other parties' proposals were accepted when comparing contract changes agreed upon before with those agreed upon after finding.

A total of twenty-one changes have been made since the ratification of the original contract. Only one of these changes was made in the second contract. After several months of negotiation over that contract, during mediation the parties agreed to return to the original contract with regard to provision for rights and authority, making only one minor change.

Of the total of twenty-one changes made in the process of negotiations of the two successor contracts, most (62%) were changes in procedures for employment decisions, primarily in layoff and in evaluation. These were all minor changes. The two major changes were giving the administration the authority to grant discretionary raises and taking away the departmental faculty's veto power in curriculum changes.

### Employment Decisions

A total of thirteen changes, all minor, were made in rights or authority entailed in policies for decisions about employment status. Included among these changes are: alteration of the departmental faculty's role in hiring new faculty members; clarifying which methods may be used in evaluation of faculty members; allowing administration more latitude in granting promotions; and altering the administration's authority in layoff and recall.

Conflicting interpretations of the original contract's language on layoff and promotions gave rise to three arbitration hearings, discussed below, and resulted in some of the changes examined here.

### Appointments

In the procedures for appointing faculty members, three changes have been made, two of which reduce the strength of the faculty's advisory role. Procedures for hiring full-time faculty members have been altered in two of the changes and procedures for hiring adjunct instructors in one.

Under the original contract, when full-time faculty members were to be hired, the department head "shall consult whenever possible with individual faculty members...to advise, and meet with the candidate" (1978-81, p. 13). Under these procedures the department head, who is not a member of the bargaining unit, recommended three candidates

and notified the department of his recommendations. The recommendations were sent to the Vice President for Academic Affairs for administrative action.

Changes in these procedures allow the faculty to make a recommendation which is distinct from that of the department head. First, the current contract provides for a faculty committee to be given at least a week to review all applications and to make a written recommendation to the department head.

Second, the "whenever possible" limitation on faculty involvement is eliminated and the involvement of the faculty is now mandatory. Third, the departmental faculty receive a written statement of the department head's recommendation. With these changes, the departmental faculty, through its committee, makes a written recommendation and receives from the head written notification of the head's recommendation. The result is that now it is a matter of record which candidates who were recommended by each party and to what extent the department's recommendation was followed by the head. This change is a minor increase in the authority of the departmental faculty.

The only aspect of the new provision which doesn't expand the departmental faculty's role is dropping the original contract's reference to the department members meeting candidates in the current contract. This is a minor loss of the authority of the departmental faculty.

A third change in appointment procedures alters the hiring of adjunct instructors. These procedures are used much more frequently than the procedures for hiring full-time faculty, but the institutional impact of hiring an adjunct is less because of the short-term employment of the adjunct. Adjuncts are part-time instructors hired on a course-by-course basis. The strength of the faculty's advisory role in hiring adjunct instructors has been somewhat lessened. Before, departmental faculty approved of each such appointment on a course-by-course basis. Now a list of qualified adjuncts is to be approved by the spring of the year within each department (1978-81, p. 13; 1983-86, pp. 13-14). Under the new provision, unlike the old, the administration may hire an adjunct instructor without departmental faculty approval "in the absence of a current list or if the individuals on the list are unavailable" (1983-86, p. 14). This change is a minor loss of departmental faculty authority.

### Evaluation

Annual evaluations are conducted of all faculty members by the department heads, who are not members of the bargaining unit. Controversy over procedures to be used in evaluation led to three contract changes which either improved individual rights of faculty members or restricted administrative authority.



Classroom visits by the department head have been restricted. In this change, the earlier contract's list of evaluation methods which may be used "among others" has been replaced by a list which the department head "shall" use and which consists of course syllabi, samples of tests and student evaluations (1978-81, p. 15; 1983-86, p. 16). The use of classroom visitations was among the suggested methods in the original contract but is explicitly circumscribed in the current contract. Now classroom visits by the department head may be used for evaluation of probationary faculty members, but not for a tenured faculty member without the consent of the tenured faculty member (1983-86, p. 16). This is a minor increase in the rights of the tenured faculty members.

Added in the current contract are procedures to be used when the classroom visits are made, which include a pre-visit conference during which the head and the evaluatee "will mutually develop a list of weighted criteria to be used in the visit" (1983-86, p. 16). Also added is the right of the evaluatee to append remarks to the visitation report. Classroom visits were not routinely used under the earlier contracts. When visits were used for evaluation in the past, mutual development of criteria and member's written comments were not routinely part of the procedure. These inclusions are a minor improvement in the individual faculty member's rights.

Also added in the current contract is the provision that "student complaints...shall be brought to the attention of the affected member in a timely manner or disregarded in subsequent evaluations" (1983-85, p. 16). This change is a minor restriction on administrative authority.

A controversy over who decides which methods shall be used in evaluations was resolved by specifying in the contract which methods shall be used. This controversy was the result of ambivalent language in the earlier contracts and led to a number of grievances. To support their claim that the department heads had authority to select the methods of evaluation, the administration referred to the clause of the earlier contracts which preceded a list of optional methods: "All evaluations shall be initiated by the department head and among other methods should include ...course syllabi,...visitations, student evaluations...and consultation" (1978-81, p. 15). In contrast, the faculty contended that the department heads must use methods of evaluation for which the departmental faculty had voted approval. The faculty cited the clause in the appendix of the earlier contracts which contained the evaluation form and instructions to the department head for use of the form. Among these instructions was the provision that "The devices used must be approved by a majority of the department" (Appendix C 1978-81, p. 1). Administrators responded to this faculty claim by stating that this section referred

only to the student evaluation form and that other evaluation methods could be selected at the department head's sole discretion. This issue was resolved when the parties reached a tentative agreement during fact-finding. According to the current contract, "forms students use to evaluate faculty must be approved by the majority of the members of the department" (1983-86, p. 16). In conducting evaluations the department head "shall review the faculty member's course syllabi, samples of tests..., and student evaluations" (1983-86, p. 16). This change, which mandates the use of particular methods of evaluation, is a compromise.

This bilateral decision over methods reached in negotiation replaced the unilateral authority which both parties believed the original contract had given to them. It is not known which party actually had the authority. In practice, some departments voted over methods and some did not. The grievance over this issue was unresolved at the onset of negotiations. Due to this ambiguity, this change cannot be categorized as an increase or decrease of the authority of the departmental faculty nor department head.

Before this agreement was reached, evaluation methods had been the subject of much discussion in negotiation of both successor contracts. A faculty/administration committee had been given the task of developing mutually agreeable evaluation procedures during the negotiations of

the current contract. The procedures developed by the committee were significantly different than those of the earlier contracts. This committee's proposed procedures were endorsed by the Association Executive Committee but not by the administration and, therefore, were not incorporated in the current contract.

### Promotions

Provisions for promotions procedures have been the subject of two arbitration hearings. Two changes have been made in these procedures, partly in response to the arbitration awards.

The awards of these arbitration hearings provide some insight into the implicit responsibilities of the members of collegial review committees to act in good faith and the limitations on the final authority vested in the President, which is implied by the existence of collegial review committees. In both hearings the arbitrators found that the administration had overstepped its contractual authority.

According to the contract, a key committee is the All-College Promotions Committee, which reviews evidence and recommends promotions to the administration. The Promotions Committee is composed of three department heads (who are not members of the bargaining unit) and three faculty members elected by the faculty (1978-81, p. 16). The Promotions Committee reviews all faculty members who are eligible on

the bases of years in rank and educational attainment, as well as any other faculty members recommended for early consideration because of their achievements. Upon reviewing the available evidence, the Committee votes on each candidate. Candidates for whom a majority of the Committee recommend promotion are placed on the promotions list. Under the original contract, the promotions list was sent to the department heads and then the Vice President for Academic Affairs, who reviewed and forwarded the recommendations to the President, who presented his recommendations to the Board of Control for their approval.

In the first hearing, the arbitrator's award agreed with the Association's claim that all promotions granted must be from the promotions list recommended by the Promotions Committee. The arbitrator found that the administration was in error to granting, among others, promotions to a few faculty members who were not recommended for promotion by the Committee.

In the second arbitration hearing, during the following year, an arbitrator found that the College violated the contract in two ways. First, the administrative members of the Promotion Committee had not discharged their responsibilities when they unanimously voted to promote all candidates. Second, the President had overstepped his authority in refusing to grant any promotions at all. The award discussed what had happened earlier that year when the

Promotions Committee met. The three department heads who composed the administrative half of the Committee raised questions about the criteria to be used and about the legal liability of the Committee members. The Committee attempted to resolve these questions and developed procedures and a format to use in considering and comparing candidates for promotion, but the three department heads were apparently not satisfied with these decisions. The three department heads refused to discriminate among the thirty-two candidates for promotion and voted unanimously for all thirty-two (Arbitration Award April 30, 1982, p. 8). This left the three faculty members of the Committee to assume the responsibility for reviewing, deliberating and reducing the field to the final fifteen faculty members recommended for promotion and placed on the promotions list.

This list of fifteen faculty members was sent to the department heads for their review and recommendation and was to be subsequently sent to the Academic Vice President for his recommendations to the President. Before the department heads had completed their recommendations, the President notified the department heads and the Board of Control that there would be no promotions that year due to financial constraints (Arbitration Award April 30, 1982, pp. 17-21).

The Association grieved that the contract was violated by the uncooperative actions of the three department head members of the Promotions Committee; by the interruption of

the review process due to the President's untimely refusal to grant any promotions and by the President's citing of financial constraints as the reason for not granting promotions, an explanation with which the Association took issue.

In his award, the arbitrator found for the Association and sustained the grievance. The arbitrator stated in his award that by implication the Promotions Committee is "the primary body in determining who shall be promoted" because this Committee, which represents both parties equally, takes the time to review all evidence on all candidates (Arbitration Award April 30, 1982, p. 31). The department heads and the Vice President for Academic Affairs must also be allowed to make their recommendations prior to the President's decision. According to the arbitrator, the Promotions Committee's recommendations "should be accorded a great deal of weight in determining who should be promoted" and the President must have "strong reasons" to disregard the Promotions Committee's recommendations (Arbitration Award April 30, 1982, pp. 31-33). Simply citing financial uncertainties would not be sufficient. Showing how adverse consequences would result from making promotions and explaining why funds were spent other than for promotions would seem necessary, according to the arbitrator's award. The arbitrator stated that the President's authority in granting or denying promotions "while not explicitly

circumscribed, is certainly implicitly circumscribed (Arbitration Award April 30, 1982, p. 32).

In accordance with the award, the Promotions Committee reconvened and recommended for promotion several faculty members who were subsequently granted promotion.

In this arbitration award, the notion of "good faith" is used to help make the distinction between fulfilling the letter of the contractual provisions and fulfilling the spirit of the provisions as well. The award also demonstrates that the collegial committee may implicitly have effective authority to determine certain outcomes although contractually the formal decision rests with the administration. This award is similar to that at Eastern in which the Faculty evaluation was to be given great weight in personnel decisions.

In the contract negotiations which followed these arbitrations, two changes were made in authority. First, the provision was added that "because of affirmative action or other considerations, the College may add other faculty to this list. If such faculty are added, all faculty on the final Promotions Committee list shall be promoted" 1983-86, p. 18). This change lifts the restriction upon the administration to promote only faculty recommended by the collegial Promotions Committee, and is here classified as a minor gain in administrative authority. The change does address the faculty concern that if the administration



promotes faculty members who are not on the list, these promotions will be made at the expense of those who are on the list. Now if the administration wishes to promote a faculty member who has not been recommended by the collegial committee, all who are so recommended must also be promoted.

In the second change, a new committee with equal numbers of faculty and administrative members, was designated and given the task of establishing "specific judgmental criteria for promotion to the various ranks" (1983-86, pp. 17-18). If this committee fails to complete its task, the criteria will be developed by the Vice President for Academic Affairs and the President of the Faculty Association. The Promotions Committee continues to function as before, except that it does not develop the criteria to be used. Prior to this change, the faculty was involved in determining the criteria to be used in promotion decisions only at one level, the level of the Promotions Committee. Under the new procedures, criteria developed will have broader application, including recommendations made by administrators as well as the Promotions Committee. For this reason, this addition expands the authority of the faculty to a minor extent.

#### Layoff

According to L.S.S.C.'s contracts, a proven exigency is the condition under which a layoff may occur (1978-81, p.

27). This aspect of the layoff provision has not been changed, but four minor changes have been made in procedures which are to be followed in the event that such a condition does lead to layoff.

Three of these changes extend administrative authority. First, added is the provision that non-renewal of a probationary faculty member "shall not be considered layoff" (1983-86, p. 30). In past practice, such non-renewals were not regarded as layoffs. The primary restrictions on the administration with regard to non-renewal are the notification deadlines of March 15th for probationary faculty members in their first year and December 15th for probationary faculty members in the second or subsequent years (1978-81, p. 15). Although in practice non-reappointments in the past did not require declaration of an exigency, the formalizing of the absence of this requirement in the new contract reduces the chance that such practice might be challenged by the Association. Such formalization is a minor gain in administrative authority.

Administrative authority was also increased somewhat by the added provision that if members are laid off within a department, the faculty members remaining in the department may be required to teach four preparations during a term (1983-86, p. 30). Ordinarily, a maximum of three separate preparations may be assigned during a term without the faculty member's consent (1978-81, p. 20).

A third minor expansion of administrative authority relaxes the restriction on administrators teaching courses which a faculty member on layoff could teach. The earlier contracts provided that "non-bargaining unit personnel shall not be contracted to do bargaining unit work if a qualified faculty member who is on layoff accepts the work offered" (1978-81, p. 27). The current contract provides that administrators or other full-time non-bargaining unit personnel may not teach such courses "unless such teaching assignments have been continuous and part of their regularly assigned duties each term" (1983-86, p. 30). The restriction still applies to adjunct instructors, who cannot be hired to teach courses which a qualified laid off faculty member accepts.

Two changes have reduced administrative authority to a minor extent. In one of these changes, the reference to reduction of faculty members to part-time status has been dropped. The earlier contract refers to the layoff order which "shall be considered in laying off or placing a faculty member on part-time status" (1978-81, p. 27). In the current contract, this reference to part-time layoff is dropped. By implication, such part-time layoffs are no longer allowed.

A second minor reduction in administrative authority is the more specific definition of "superior qualifications" which are to be considered by the administration in

determining who will be laid off. All the L.S.S.C. contracts provide that "length of service...and academic qualifications" will be considered in determining layoff order, and that "if faculty members have equal seniority..., the faculty member with the superior qualifications shall be retained" (1978-81, p. 27). In the current contract, superior qualifications are defined by reference to an earlier section of the same contract according to which qualifications are established by the member's minors and majors, professional experience, and "special expertise based on independent study, scholarly publication or documented research" (1983-86, p. 20). This definition does somewhat restrict the criteria which the administration may use in deciding which faculty member to lay off when two or more members have equal seniority.

On only one occasion was a faculty member laid off at L.S.S.C. and that layoff was overturned in arbitration (Arbitrator Award April 30, 1982, p. ). The administration placed a full-time, probationary faculty member on part-time status upon her return from an unpaid educational leave of absence. When she refused to accept the part-time position and grieved the action, she was terminated for failing to perform the assigned work. This partial layoff occurred two months before the onset of the academic year, several months after the December 15th deadline for notification of non-reappointment. The

arbitrator awarded reinstatement and back pay. He based his decision on the availability of more than sufficient course to provide a full-time load for the laid off faculty member. These courses had been assigned to adjunct instructors or as overloads to other faculty members while the member was on layoff. The arbitrator concluded that the grievant had a reasonable basis for apprehension concerning the College's attitude towards her and its good faith with regard to her reinstatement. The arbitrator also concluded that "the College has neither proven that any exigency existed nor has it shown any rational basis for the grievant's reduction to a part-time status". Other than this single action, there have been no layoffs or threats of layoff at L.S.S.C.

#### Working Conditions

Among the six changes made in working conditions, the most significant is that allowing the administration to grant discretionary raises to faculty members up to a total of \$25,000 a year. Most of the other changes were minor improvements in faculty member's rights.

#### Professional Responsibility

Three changes have been made which alter where and when faculty may be assigned to teach and the conditions under which the administration may hire non-bargaining unit people to do bargaining unit work.

Previously there were no restrictions on the time of day during which teaching might be assigned. Now written permission is required before a department head may assign a faculty member courses which cover more than a nine-hour span on any given day (1983-86, p. 23). This addition is a minor increase in the rights of the individual faculty member, who may now decide whether or not to accept an assignment to teach a long day.

Teaching assignments at the nearby prison were the subject of two other contract additions. One of these is the added requirement that faculty members' permission must be secured before they are assigned to teach classes at the state prison (1983-86, p. 23). The previous contracts were silent on the subject. Although faculty members were not usually assigned to teach in the prison against their will, some were. The individual faculty member's rights are extended in that the member may now decide whether or not to accept such assignments.

Associated with this change is the added provision that the administration may hire non-bargaining unit persons to teach half-time or more at the prison without these persons becoming members of the bargaining unit (1983-86, p. 23). Previously, persons hired to teach more than half-time for three consecutive terms had to become members of the bargaining unit, regardless of where they were assigned to teach (1978-81, p. 3). Waiving this restriction on persons

hired to teach college credit courses at the prison is a minor expansion of administrative authority.

Part of the reason that the administration sought this additional authority is the problem which might arise if a large number of faculty members refused, under the above new provision, to teach at the prison. If new instructors hired to staff the prison courses had to become members of the bargaining unit, the College might acquire an obligation to provide continuing employment to persons hired under a limited contractual arrangement between the prison and the College. Should the contract with the prison not be renewed, the College might have an excessive number of faculty members. The new provision eliminates this threat.

#### Professional Development Funds

A change in provisions for use of professional development funds has increased individual faculty member's professional development allocation, \$375 for 1984-85, may now be carried over into the next academic year (1983-86, p. 37). Previously, any remainder became inaccessible to the member at the end of the year (1978-81, pp. 32-33). Now a member may choose to accumulate the annual allotments in order to attend a conference farther from home.

Salary Determination

Under the current contract, the administration may pay up to a total of \$25,000 in raises to faculty members selected at the discretion of the administration (1983-86, p. 43). These raises become part of the faculty members' base salaries. The Executive Committee of the Association has the authority to accept or reject the proposed raises in toto for the year (1983-86, p. 43). The provision is not grievable, except for the clause allowing the Association's Executive Committee to approve or disapprove. Under the previous contracts, no such discretionary raises were allowed. This is a major extension of administrative authority to determine the pay of members.

Provisions for approval or disapproval by the Executive of the Association is not likely in practice to constitute shared authority. If the Executive Committee of the Association wished to prevent one or more of the raises from being awarded, the Executive Committee would have to disapprove of all of the raises proposed for the year. This action would entail a risk that the administration might withdraw all proposed raises rather than revise the list to accommodate the Association. Thus, disapproval of any discretionary raises risks loss of all such raises. For this reason, the Association Executive Committee's authority to approve or disapprove of the raises is not likely in



practice to provide an effective check on administrative authority.

This change was added to allow for market equity adjustments. In order to hire new faculty members in currently competitive disciplines, the administration found that it must offer candidates more than current faculty members with experience were receiving. The resultant inequity compounded with the unusually high teaching loads in such expanding disciplines, created much discontentment of faculty in these areas. It is hoped that the authority to grant raises will enable the administration to reduce this unrest.

Added is the provision that "the individual faculty members with consent of the Association may waive part of the compensation" provided for teaching an overload course when the enrollment in the course is fewer than ten students (1983-86, p. 46). Allowing the waiver was added as a memo of understanding shortly after ratification of the original contract, and the requirement for Association approval was added in the current contract (1981-83, p. 46). Without this provision, the faculty member would be paid at the rate of \$300 per credit hour (1984-85) for teaching an overload (1983-86, p. 45). This would be \$1,200 for a four credit course. Or the faculty member could waive all overload payment according to another provision (1978-81, p. 45). The added provision allows a middle course--partial payment

at the rate of one-tenth of the regular overload pay for each of the first ten students enrolled in the course. Under this provision, a faculty member would be paid \$600 for teaching a four credit course to five students. This change is classified in this study as a minor enhancement of administrative authority to determine pay of the individual faculty member. Generally, department heads exercise the authority to determine what courses will be offered, who will be assigned to teach the courses, which courses will be designated as "overloads" and whether the full rate or prorated formula will be applied.

Various interpretations of the consequences of this addition are possible. One of the possible consequences which was discussed in negotiations is that this addition enhances administrative authority in that the administration may now choose to offer a low enrollment, upper level required course as overload for less than the overload rate of pay rather than assign such a course as part of the regular workload. Faculty members teaching in programs with low enrollments might be faced with the choice of teaching certain required courses at a reduced rate of pay or seeing their programs die for lack of frequent offering of these required courses. An alternative consequence of this addition is that it might expand opportunities for faculty members. A faculty member may be able to teach a small group of highly motivated students in a topic area of

special interest to the faculty member which might not otherwise be approved by the administration because of the small enrollment. In either case, administrative breadth of action has been increased.

#### Educational Policies

Two alterations have been made in procedures for curriculum changes. One significantly decreases and the other slightly increases the faculty's authority.

Under the original contract's provision for curriculum changes, departments considered all proposals for changes in their courses or programs. Only those proposals approved by the appropriate department were forwarded for successive review, by the department head, the collegial Curriculum Committee, and the Vice President of Academic Affairs (1978-81, pp. 31-32). The Board retained final authority. The fifteen member Curriculum Committee is composed of eight faculty members elected by the faculty, four students, two department heads and the Vice President for Academic Affairs, who is the chair of the Committee (1978-81, p. 31). The Curriculum Committee's authority is only advisory. The administration is under no constraint to accept or reject the Committee's recommendations, but the administration must furnish reasons in writing when not concurring with the Committee's recommendations (1978-81, p. 32).

The major change made in these procedures is reduction of the department's authority from a veto power to an advisory role by elimination of one word, "adopted", from the original contract. In explaining the procedures which follow the department's vote, the old contract states:

"the adopted proposal shall then go to the department head" (1983-86, p. 31). With the elimination of the word, "adopted", a proposal now proceeds from the department, through the Curriculum Committee to the administration whether or not the proposal receives any support from the faculty of the department. This is a major loss of authority of the department faculty. The administration sought this change primarily because it anticipated that faculty members within a department would not vote to eliminate a program within their department.

A minor change in curriculum procedures allows the faculty greater access to the Board of Control in order to contest a proposed curriculum change. Added is the provision allowing the dissenting point of view to be presented in writing and by a speaker, who may be an active participant during the meeting of the Board of Control in which the proposed curriculum changes is being considered (1983-86, p. 32). This is a minor increase in faculty authority. In all other circumstances the faculty is allowed no greater participation in Board meetings than is the general public. A faculty member may, as may a member

of the general public, attend open Board meetings and may be allowed to address the Board at the beginning or at the end of a session.

Total of Changes at L.S.S.C.

The total number of changes made in power and rights since the signing of the original contract at L.S.S.C. is twenty-one. When the two major changes among the twenty-one are weighted "two" and minor changes weighted "one", the weighted total becomes twenty-three. Of this weighted total, 48% were gains for the faculty. This is the lowest proportion of faculty gains found in this study. One other institution, Western Michigan University, had the same low percentage of faculty gains. At the other seven institutions the faculties had greater gains.

L.S.S.C., the smallest of the nine institutions, is among the two lowest for percentage of faculty members holding the Ph.D. degree and is the most recently organized for collective bargaining. Of these various factors, only the latter appears to be directly associated with percentage of faculty gains in the sample as a whole. At W.M.U., where the faculty also had a relative low proportion of gains, the faculty also organized relatively recently.

## CHANGES AT NORTHERN MICHIGAN STATE UNIVERSITY

### Introduction

Northern Michigan University began in 1899 as a normal school for training teachers for the Upper Peninsula (Undergraduate Bulletin 1982-84, p. 8). It became a university in 1968. Northern currently offers a number of undergraduate degrees and twelve master degrees, among both of which are degrees in education.

During the decade of the 1960's, Northern expanded from about 2,500 students to about 8,000, a rate of growth double that of the other public four-year colleges and universities in Michigan (Michigan Department of Higher Education 1960-1983). Between 1970 and 1983, enrollments declined slightly (1.5%) during which time the other colleges and universities grew on the average by about 5.4%. These extreme changes in growth rate have created problems. There have been layoffs initiated at Northern based on a financial exigency declared in 1982.

The faculty organized for collective bargaining in 1975 and affiliated with the A.A.U.P. Three contracts have been written, covering the academic years of 1975-77, 1977-80, and 1980-83. The 1980-83 contract was extended with changes in the salary and benefits only. The faculty at Northern have not struck. When the financial exigency was declared by the Board in 1982 and nineteen layoff notices sent to

faculty, many of whom were tenured, the Association and administration were able to negotiate an agreement which required a small pay concession on the part of the faculty.

Since the first contract in 1975, there have been a total of thirty changes in power, rights and authority in the contracts. Only one of these changes was of major significance, that of the addition of agency shop. Half of the changes were in policies for employment decisions. Most of the remaining changes were in working conditions. One or two changes each were made in Association rights, educational policies and grievance procedures.

#### Association Rights

The addition of agency shop is the most important of the two changes made in this section. The original contract states that "the tender of Association dues or service fee shall not be a condition of employment" (1975-77, p. 5). The current contract requires "as a condition of employment", either the payment of the dues or of a service charge of "which...shall be deposited by the Association in the Northern Michigan University Scholarship Fund" (1980-83, p. 4). This change is a major increase in the authority of the faculty.

Informants in the faculty report that the great majority of the bargaining unit members now belong to the association and pay dues. Of those who pay the service fee,

some are ideologically opposed to unions but are not a disruptive opposition. When agency shop was added, membership in the Association increased from slightly over one-half of the bargaining unit to about 90% of the bargaining unit.

The second change, a minor change, was the dropping of the requirement that the individual salaries of bargaining unit members be kept in strict confidence by the negotiation team (1975-77, p. 2). Privacy with regard to salaries had been a custom at Northern, according to faculty informants. Students at a neighboring college had raised the question about access to information about faculty salaries, but a court ruling had not yet been reached when this contract clause, which required strict confidence, was dropped from the contract. The lifting of this restriction on the Association is a minor increase in faculty authority.

### Employment Decisions

#### Appointment

A major area of contention has been the manner in which term appointment faculty members are hired. These full-time, non-tenure track faculty members make up about 10 to 15 percent of the faculty and are members of the bargaining unit. The faculty as a whole is about 79 percent tenured, and there are at least as many and perhaps more term appointment members as there are probationary faculty



members. The terms and conditions of employment of term appointment members are the subject of two changes in the contracts at Northern.

Faculty informants explain that prior to the 1980-83 contract, there were frequent problems with regard to the length of and notification for these appointments. Term appointed faculty members might not know until well into the summer whether or not they would have employment for the subsequent fall. To some extent this problem may have been caused by the budget and enrollment uncertainties, exacerbated by the legislative call-backs. A related problem for some of the term appointees was lack of insurance coverage during the summer. A third problem resulted from the informal understanding that term appointment faculty members would not be continuously employed for longer than the maximum probationary period for tenure-track employees, which is seven years (1975-77, p. 22). In some cases, term appointed faculty members were retained for longer than seven years without violating this understanding by the procedure of not hiring them for one year after seven years of continuous employment. Breaking the continuity of their employment allowed the University to subsequently employ them for seven more years. The Association hesitated to protest this procedure for fear that to do so would cause the University to not rehire them rather than create tenure-track positions for them.

In the negotiation of the 1980-83 contract and through informal understandings, the occurrence of these problems has been lessened. One of the contractual changes attempted to have term appointments more frequently made for two years rather than for a shorter period. To this end, the earlier provision that term appointments "shall be for a maximum of two (2) years" (1975-77 p. 17) has been changed to the provision that term appointments "shall normally be made for (2) years" (1980-83, p. 18). The circumstances under which term appointments may be made for less than two years are listed and include illness, program demands, and similar conditions (1980-83, p. 18). This change is a minor restriction of administrative authority.

Attempts have also been made, through informal agreements between the Association and the administration, to encourage earlier dates of notification for term appointments. In return, the Association agreed to drop the informal understanding that the length of continuous employment of term appointed faculty members could not exceed seven years. Now there is no limitation on the length of time that these employees may be continuously employed.

Term appointed faculty members now are to be given "first consideration for newly authorized two (2) year term appointments" and are also to be given "serious consideration for new probationary positions" in accordance

with their qualifications in both cases (1980-83, p. 18). In the past there was no contractual barrier to such hiring, but neither was there any priority given to term appointed faculty members. This addition to the contract is a minor restriction on administrative authority in hiring.

Faculty informants point out that term appointees currently do not typically become probationary employees. When they do, they may become tenured within a few years because term appointed faculty hired as probationary faculty members may have the length of their probationary period reduced by as much as three years for prior service. Some term appointees do not have the minimal requirements customarily required for probationary positions, such as a terminal degree; but many do. That the faculty at Northern is 79% tenured is a factor which administrators must consider in deciding whether to retain a member as a term appointee or as a probationary faculty member. Administrative informants point out that the administration does not intend to change tenure track positions to non-tenure track positions. Northern does not use part-time faculty members as extensively as do some other institutions which have access to large populations from which to draw such people. To some extent, term appointees at Northern fill the need which might be filled elsewhere by part-time faculty members.

The handling of term appointments at Northern will probably continue to present problems. Faculty members customarily expect to become tenured after several years of service. Northern cannot meet this expectation without risking becoming tenured-in. Should the latter occur, adjustments for enrollment, budget, or program changes would be likely to entail layoff.

Three other minor changes have been made in the provisions for appointments. First, the reference to the department has been dropped from the requirement that the "department, department head, dean and Provost" agree upon the terms of appointment before the letter of appointment is sent out to a new faculty member (1975-77, p. 19). Department heads are not members of the bargaining unit (1980-83, p. 1). Exclusion of the departmental faculty from this decision is a minor loss of collegial authority for the faculty.

Second, in the event that a faculty member resigns and then returns, the amount of service credit granted is now determined by rule and is no longer a matter of administrative discretion (1975-77, p. 22; 1980-83, p. 22). This change is a minor decrease in administrative authority.

The third change provides that the administration may make exceptions to the requirement that persons appointed or promoted to the rank of assistant professor have a terminal degree (1975-77, p. 18; 1980-83, p. 18). Such exceptions

were allowed in appointment to the ranks of associate or professor in the original contract (1980-83, pp. 17-18). This extension of allowing exceptions was explained by faculty informants as the result of tightening up the application of the requirement for terminal degree. Now the requirement is routinely applied, and only in exceptional cases is consideration given to accomplishments other than the degree. This change expands the discretion allowed the administration to a minor extent.

#### Evaluation

All faculty members are to be evaluated annually by a departmental committee of their peers and by the department head, who is not a member of the bargaining unit. Informants from both the faculty and the administration report that there have been some lapses in fulfilling this requirement. According to informants, in some departments the faculty members believe that evaluation by peers is not appropriate unless the faculty member is requesting a recommendation for some particular action, such as the granting of a sabbatical leave or promotion. In such departments the responsibility may fall to the department heads to complete routine annual evaluations and then to comment on whether or not they concur with their department. In some departments, the department heads routinely concur

with the evaluation which has been conducted by the faculty committee and do not make an independent judgement.

Three changes have been made in an attempt to make the peer and department head evaluations distinct from one another. First, the department head is no longer the ex officio chair of the departmental evaluation team and no longer shares with the committee the responsibility for filling out the section of the evaluation report which follows the comments of the evaluatee (1975-77, p. 20; 1980-83, p. 20). Secondly, the provision in the original contract that the department head "may" append a statement to the report has been changed to the requirement that the head "must" append such a statement (1975-77, p. 20; 1980-83, p. 21). The first change reduces administrative authority within the departmental evaluation committee. The second change increases administrative authority within the evaluation process. Both are minor changes.

Two changes in evaluation procedures involve individual rights of the evaluatee. In one of these, student evaluations are made mandatory. The faculty member's consent was required for use of student evaluations in the process of faculty evaluations under the first contract, but not in the current contract (1975-77, p. 21; 1980-83, p. 21). This is a minor reduction in individual faculty members' rights. Informants report that application of this requirement varies among the departments. The departments are not

required to use student evaluation forms. The change of this contract provision is believed by some faculty informants to be related to two arbitrations which followed the termination of a tenured faculty member for cause, allegedly incompetence, in which action student evaluations were important administrative documents. Informants believe that this contract change may have been sought by the administration to lend weight to use of student evaluations in this or any other termination cases. The termination was overturned in an arbitration award and the faculty member reinstated with the stipulation that performance improve. The action is also the subject of a second arbitration hearing for which an award has not yet been returned.

The final change in evaluation procedures allows the faculty member to respond to the dean's written statement about the member's evaluation before the dean's statement is forwarded to the Provost (1980-83, p. 21). In the original contract the faculty member was sent a copy of the dean's statement at the same time that provost was sent a copy (1975-77, p. 21). The new procedure allows the faculty member an opportunity to explain or take issue with the dean's statement. This is a minor increase in the individual faculty member's rights.

Departmental Bylaws

Under all of the contracts each department is to develop bylaws for internal affairs, which include making recommendations for curriculum and employment decisions (1980-83, p. 9). These bylaws must be approved by the deans, the Provost, and the School Advisory Councils, whose members are elected from among the faculty. The contract limits the criterion used in administrative review to accordance with the Agreement (1980-83, p. 9). In the original contract, the dean could reject bylaws and return these to the department, specifying in writing how the bylaws might be changed to agree with the provisions of the contract (1975-77, p. 9). Administrative authority in bylaw review has been enhanced to a minor extent by the new provision which allows the Provost to modify the proposed bylaws so that they do conform to the provisions of the Agreement, rather than returning the bylaws for departmental revision (1980-83, p. 9).

Faculty informants report that many departments have difficulty securing administrative approval of bylaws. When departments attempt to codify pre-contractual departmental policies they have often not produced the precise descriptions which characterize contract language. Consistency in requirements, particularly within each school, was sometimes also a problem. Precision and consistency are important considerations because the bylaws



are contractually enforceable. Largely through the effort of one Association member, the departments were encouraged to revise their bylaws to meet the standard of contractual accord and enforceability.

#### Recommendation Procedures

Four minor changes have been made in the procedures by which recommendations and decisions for tenure, promotion, and reappointment are made. These recommendations originate in the department as part of the departmental evaluation committee's annual evaluation report. The department head adds a statement to this report and the recommendation is subsequently reviewed by the School Advisory Council, the dean of the school, the all-university Faculty Review Council, the Provost, the President, and finally the Board.

There have been four changes made in these procedures. First, the composition of the School Advisory Council has been changed slightly. These members are selected from among the faculty and, according to an addition in the current contract, must be assistant professors or above. A majority of the members must be tenured (1980-83, p. 10). This is a minor restriction on the authority exercised by the faculty of the schools in selecting members for the Councils.

In a second change, negative recommendations will not go forward unless the member is appealing a negative

decision (1980-83, p. 27). A related addition allows a faculty member who has received a negative recommendation from the School Advisory Council, the dean or the Faculty Review Committee to appeal this decision to the next highest level, which may refer the decision back for reconsideration to the level which made the negative recommendation (1983-83, pp. 26-27). The original and subsequent contracts provided that a faculty member could appeal a negative departmental recommendation to the School Advisory Council (1980-83, pp. 25-26). The extension of the right to appeal to other levels of recommendation is a minor gain in the individual faculty member's rights.

The third and fourth changes in recommendation procedures would appear to give greater weight to the lower level recommendations. According to an addition to the second contract, the School Advisory Council "may overrule the departmental recommendations only for serious and compelling reasons which it shall communicate to the department and the faculty member in writing" (1980-83, p. 26). Similarly, the dean may overrule the School Advisory Council and the Faculty Review Committee may overrule the School Advisory Council "only for serious and compelling reasons (1980-83, p. 26). These changes tend to restrict the authority of the higher level individual or body in overturning a lower level's recommendation. The limitation on the dean's authority is a minor restriction of

administrative authority; the restriction of the Faculty Review Committee is a minor restriction of collegial faculty authority.

#### Department Heads

Department heads at Northern are not members of the bargaining unit. Informants report that a determination made when the faculty originally organized placed the department heads outside the bargaining unit. Many of the department heads function as first among peers and readily consult their faculty when making decisions. In other departments, a more managerial style has been adopted by the head and has produced a less collegial structure.

Department heads are, in a sense, caught between the faculty and the administration because they are selected by a procedure which requires the endorsement of both. When a department head position is open, the dean of the school formulates specific guidelines, including whether an internal or external candidate is desired, budgetary considerations and qualifications (1980-83, p. 10). The department recommends a candidate(s) to the dean, and the administration makes the decision or asks for further recommendations from the department. Appointments are made for five years, and the administration may remove a department head at its discretion. Informants report that

this has not occurred during the life of the contracts. There is very little turnover among department heads.

A minor change has been made in these procedures. Now, before the dean formulates guidelines for selection of a new department head, the faculty of the department must be consulted (1980-83, p. 10). This change is a minor increase in the authority of the department faculty.

#### Working Conditions

Eleven changes have been made in the provisions for working conditions. Most of these have been made in procedures for granting various types of leaves, and several have been made in the definitions of the professional responsibilities of faculty members.

#### Professional Responsibilities

Five changes have been made in contractual provision defining the work of faculty members. First, the normal teaching load, which was defined in earlier contracts as twelve hours per semester, is now 24 hours per academic year (1975-77, p. 27; 1980-83, p. 29). This change allows the administration a little more latitude in making assignments which split the 24 hours unequally. This latitude is limited by another clause in the new provision which states that "in most instances, twelve (12) credit hours is the normal credit hour load for each regular semester" (1980-

83, p. 29). This is a minor extension of administrative authority.

Added in the current contract is a definition of a four credit hour directed studies (independent studies) course as equivalent to one-fourth of a credit hour in computing a faculty member's teaching load (1980-83, p. 29). The new provision also states that the dean and department head must approve these assignments and that generally a faculty member is limited to teaching one four-credit hour course of this sort per term (1980-83, p. 29). This addition is a minor increase in the administration's authority over assignments. The contract would appear to give the administration final authority in this and all scheduling and assignments. According to the management rights article, the administration retains the right "to determine class schedules,...and assignments of faculty" (1980-83, p. 8). However, the handling of directed studies had varied among the different departments and schools. Some faculty taught many and others few or none. The directed studies courses were generally taught as unpaid overloads, according to faculty informants, although this varied among schools. With the provision that these be compensated when taught as an overload, a faculty member would receive about \$200 compensation for a four-credit hour course, depending upon the faculty member's base salary. Faculty informants report that there was a considerable decrease in the number of

directed studies courses offered when compensation was mandatory. Gradually more of these have been taught recently, perhaps not always for compensation, informants report.

In a third change, the requirement that faculty members notify their department head when changing the time or place of a scheduled class has become a requirement that the faculty members secure the prior approval of their department head when they wish to do so (1975-77, p. 28; 1980-83, p. 30). This is a minor decrease in the individual faculty member's rights.

The fourth change is an attempt to discourage faculty members from backing out of their commitments to teach off-campus courses. When a faculty member does agree to do so and then rejects the assignments, the member will not receive consideration for additional courses "as a matter of right" for that of the following term (1980-83, p. 54). This is a minor decrease in the individual faculty member's rights.

The fifth change involves credit for University service which faculty members who work for the Association receive in their annual evaluation reports. In the earlier contract provision, faculty members would receive such credit "insofar as such responsibilities are exercised in the best interests of the University..." (1975-77, p. 31). In the current contract, this qualifying phrase has been dropped

and the administration may no longer make this distinction (1980-83, p. 31). This is a minor decrease in administrative authority.

### Leaves

Five changes have been made with regard to approval of various types of leave, most of which involve minor reductions in administrative authority. One of the reductions in administrative authority in the change in the provision for the number of sabbatical leaves to be granted each year. The original contract provided a maximum and minimum within which the administration could decide the specific number of sabbaticals to grant. Recent contracts have stipulated the exact number to be granted, which is currently twelve full-year sabbaticals at half pay for the faculty, which number 300 (1980-83, p. 40). Other combinations are possible, such as a semester with full pay. The change from a range to a specific number of sabbaticals is a minor reduction of administrative authority.

The significance of this change is diminished by the fact that perhaps half of the sabbaticals go unused each year, according to faculty and administrative informants. The general problem cited is the difficulty faculty members experience trying to live on half pay. Although the contract allows for granting of sabbaticals for a year at half pay or a semester at full pay, faculty informants

report that most are the former. Some informants point to the low number of sabbatical applications. Other informants explain that sometimes faculty members apply for a sabbatical while anticipating receipt of a grant. The grant may not come through and the member may then request to return to a regular work load. This is usually possible if a replacement has not been hired, which is often the case.

A second change is the addition of the provision that a member returning from long term disability leave after two years absence will be returned to the former department, evaluated after a year and, if not able to adequately perform, offered another position at the University if there is an appropriate vacancy (1980-83, p. 44). This is a minor decrease in administrative authority in rehiring.

The third change drops the requirement that a member who is taking leave to serve as an expert witness be "available equally to both sides of any court case" (1975-77, p. 42). This deletion is a minor increase in the rights of the individual faculty member to decide when and to whom to offer such service.

The fourth change increases administrative discretion in granting service credit. When faculty take unpaid leave for professional development in order to work toward a degree, now the administration may decide whether or not to allow the time as service credit. This decision may increase or decrease the faculty member's probationary



period as well as the time before eligibility for a sabbatical and similar time periods.

The fifth change involves a reduction in the administration's authority to decide which activities are political. The original contract provided that the President could determine what advising or consulting done by faculty members was a political activity and what was not, and that the President could deem whether or not it was "proper" for a faculty member to take a leave when called to serve on public commissions, councils, boards, etc. (1975-77, p. 47). The current contract simply provides that "'Political Activity' shall denote candidacy for, election to, or appointment to a political position or office" (1980-83, p. 48).

#### Salary Determination

One minor change has been made in the provisions by which members' salaries are determined. Changes in the merit pay language have been made in each contract and in the 1983 extension of the 1980-83 contract. The combined result of these changes is a slight restriction on administrative action.

The original contract provided that "the board reserves the right to provide, in its discretion, additional compensation to individual faculty" (1975-77, p. 50). The contract provided that up to \$20,000 might be used for this

purpose and that the raises granted became part of the members' base salaries. The Board's actions in this were not grievable. Faculty informants report that the total amount allotted for this purpose was not so used by the administration. The subsequent contract provided for "merit market and equity salary adjustments" under similar terms as the first contract (1977-80, p. 50).

According to the 1980-83 contract, the Board could award faculty members bonuses of \$600 for merit, which were not added to the base. Recipients were selected "according to guidelines agreed to between the Board and the Association" (1980-83, p. 52). Faculty informants report that the method agreed upon by the administration and the Association allowed the faculty to recommend individuals it believed should receive the bonuses. However, the administration was not bound to and did not always follow the faculty recommendation.

In the 1983 letter of agreement extending the 1980-83 contract, the Association regressed from the language in the 1980-83 contract. The parties agreed that the administration could award ten pay raises of \$1,000 each to faculty members selected by the administration for merit or market adjustments. This current language is similar to that in the original contract with two exceptions. The pay raises are described as merit or market adjustments in the current language, whereas, no purpose was specified in the

original provision. Also, the amount which may be given to each recipient is specified as \$1,000 in the current contract, but is a matter of administrative discretion in the original contract. Through these two changes, the current language gives less authority to the administration than did the original language. One might argue that since the language is not grievable in either year and, because definitions of market value and especially merit are difficult to agree upon, the effective change is that of setting the amount which may be given to each recipient.

#### Educational Policies

Faculty exercise influence over academic policies through the departmental bylaws and through the collegial committees which review and recommend changes. The major collegial body with regard to academic policies and changes is the academic Senate. This body existed prior to the organization of the faculty for collective bargaining. When the faculty organized, the decision was made to have the Senate make a part of the Association rather than compel the administration to deal with two separate bodies representing the faculty.

The senate is compose exclusively of members of the bargaining unit, elected annually to represent the various departments and schools (1980-83, p. 11). Students and administrators may attend meetings of the Academic Senate by

invitation (1980-83, p. 11). The contract indicates that "the Association hereby chooses to delegate the following areas of its responsibility...to the Academic Senate" (1980-83, p. 12). The areas delegated include program and curriculum changes of minor and major implications, except for those which are covered in the section on layoff and recall (1980-83, p. 12). The Academic Senate forwards its recommendations to the Association which deals officially with the administration (1980-83, pp. 12-13).

Faculty members also serve on the Educational Policy Committee, which is half-faculty and half-administration in composition and functions to advise the Provost and keep the Association informed about academic program planning (1980-83, pp. 12-13). Minor program or curriculum changes are generally acted upon by the Academic Senate which sends its "decisions" through the Association to the Provost "for implementation" (1980-83, p. 13). In the case of changes which are not minor, the Association forwards the faculty recommendation to the Provost, who may implement the recommendation or may forward the proposal to the Educational Policy Committee for its consideration and recommendation. The contract provides that "recommendations of the EPC shall be accorded great weight by the Provost and shall normally be followed" (1980-83, p. 13). But the Provost may modify or change the recommendation of the EPC for "serious and compelling reasons" (1980-83, p. 13). As

pointed out by informants, the meanings of "great weight" and "serious and compelling reasons" would ultimately have to be determined by an arbitrator because they have no precise legal definitions.

The language was tested to the extent of mutual resolution of approximately 25 grievances filed following the threatened layoff of 19 tenured faculty members (Carlson 1983, pp. 108-113). In April of 1982, the Board of Control declared a state of financial exigency and sent layoff notices to 19 faculty members who were tenured or on the tenure track. Some senior professors were among those threatened with layoff because programmatic need, not seniority, is the primary consideration in deciding layoff order according to Northern's contracts (1980-83, p. 36). In addition to issuing layoff notices, the administration took a number of other actions to reduce costs. A number of term appointed (temporary) faculty members were not reappointed, and some faculty appointments were annualized, giving some faculty members regularly assigned teaching duties in the spring/summer sessions. These actions were responses to state appropriation hold-backs and anticipated declines in enrollment. The Board's decision to declare a financial exigency is not grievable according to the contracts, but the President's failure to follow the faculty/administration Education Policy Committee's recommendations or give "serious reasons" for not doing so

was grieved. A grievance was also filed alleging that the layoffs were cloaked attempts to attack tenure. Grievances were also filed alleging circumvention of the layoff order recommended by the EPC.

In the negotiated settlement reached about a year after the financial exigency was declared, the layoffs were avoided. In some cases layoffs were rescinded, and in others the faculty members were reassigned or took early retirement. The faculty agreed to a salary concession, a 1.87% decrease in the base salary. This percentage was reduced by the savings made through attrition. In a subsequent analysis, some Association members expressed the belief that what was originally a financial exigency became a programmatic change (Bays 1983, p. 114).

In provision for faculty involvement in educational policies only one minor contract change has been made. Added are two advisory areas for the Educational Policy Committee, those of graduate assistants and commencement speakers (1980-83, p. 13). This is a minor gain in the collegial authority of the faculty who make up half of this committee.

#### Grievance Procedures

Only one minor change has been made in grievance procedures. Dropped is the earlier restriction which did not permit a grievance to be filed over an alleged case of

discrimination when the grievant had already filed a complaint under the state or Federal law (1975-77, p. 17). This is a minor increase in the individual faculty member's rights.

Total of Changes at N.M.U.

At Northern Michigan University, thirty changes in power or rights have been made since the original contract was signed in 1975. Only one of these changes was of major significance. When this change is assigned a weight of "two", the weighted total is thirty-one, a relatively small number among the institutions examined in this study. Faculty gains account for 61% of the total weighted changes. This is somewhat below the average (68%) for the nine Michigan institutions.

## CHANGES AT OAKLAND UNIVERSITY

### Introduction

Oakland University was founded in 1959 when a couple donated money and land to Michigan State University to start a college in Oakland County, which is just north of metropolitan Detroit (Oakland University Graduate Catalogue 1983, p. 8). In 1970 Oakland became independent from Michigan State University.

Creating a high quality undergraduate program was the focus of the college in its early years. This continues to be a major emphasis in Oakland's mission, although a number of professional and graduate programs have been added, including doctoral degree programs.

In 1970, the faculty at Oakland voted to be represented by the American Association of University Professors (Douglas 1983, p. 18). Oakland became the second four-year public higher education institution to be organized in Michigan. The faculty organized for a number of reasons. Oakland was becoming independent from Michigan State University at about that same time and there were expectations for change. Policies for making employment decisions were an issue for some faculty members. Unfavorable comparisons of faculty salaries at Oakland University with those at Oakland Community College and the local public schools provoked some faculty members. In the



course of contract negotiations, the faculty went out on strike for 16 days in 1971 (NCSCBHEP December 1983, pp. 2-3). Again in 1976 the faculty struck, for three days, in response to stalled contract negotiations.

The first contract was signed in 1971. Annual contracts were written for the first five years. The subsequent contracts have been multiple year, including the current contract which covers March 1983 through August 1985. The bargaining unit includes full- and regular part-time faculty as well as professional librarians and department chairs.

In the course of negotiating eight contracts a number of changes have been made, particularly in the areas of employment decisions, layoff and recall and leaves of absence. Under the first contract, Oakland's faculty enjoyed a strong role in making recommendations in appointment, reappointment, promotion and tenure decisions. Binding arbitration was included in the original contract, and faculty could grieve denial of tenure. A major change in this area is the extension of the right to grieve to arbitration other employment decisions, such as non-tenure and non-reappointment. Another major change in this area was the addition of a bipartite committee to hear appeals of denials of tenured promotions.

Many changes have been made in layoff and recall, the more important of which is giving the administration the

authority to determine if a department is overstaffed and, if so, to layoff faculty members. Previously, layoffs could occur only in the event of changes with reference to a specific student/faculty ratio.

Oakland has added faculty re-training leaves. The faculty have a recommendatory role in both development of policies for these leaves and the granting of specific leave applications. The faculty participate actively in curriculum and other academic decisions through the University Senate, its standing committees, ad hoc committees of the President, and the committees within the departments and schools. An important contract addition is the agreement to continue the policies and procedures of these bodies. Now the protection of the contract is extended to the faculty's collegial participation in academic decision-making.

In the current contract, the parties have recognized that the new electronic and related teaching media require special consideration. The parties have deferred negotiation over the implications of the issues involved until the next contract negotiations.

Association RightsDefinition of the Bargaining Unit  
and Its Work

Two changes have been made in the definition of the unit and its work. One increases the membership of the bargaining unit and the other increases restrictions on performance of bargaining unit work by persons who are not in the bargaining unit.

At Oakland there are a number of categories on non-tenure track teaching appointments, including part-time and temporary appointments and full-time appointments of special instructors, who lack the credentials customary for tenure. The definition of the bargaining unit has been expanded to include some of these categories which were not included as part of the bargaining unit in the original contract. Under the original contract, the Association represented employees who regularly engaged in teaching and/or research work and excluded "honorary professors...visiting lecturers..., temporary employees, and all other employees" (1971-72, II.2). In the current contract, the Association represents, among others, full-time and regular part-time faculty and visiting professors, special lecturers and honorary professors who teach (1983-85, pp. 1-4). Now persons who teach six credits or more a semester are included in the bargaining unit, with the exception of those who provide applied instruction such as music lessons. Informants

report that the change has increased the bargaining unit both in types of members and interests served. The position of part-time faculty was a greater issue at an earlier time when enrollments were growing rapidly. Then the possibility of excessive use of part-time instructors was a concern. Currently this is not a major issue. The inclusion of the part-time and other types of employees in the bargaining unit is a minor gain in the collective authority of the faculty.

The Oakland contracts provide that teaching of credit courses is the exclusive work of the bargaining unit with certain exceptions. Fewer exceptions are allowed under the current contract than were allowed under the original contract. The current contract restricts teaching by administration to one course per year, unless the department involved has given approval for more than one course (1983-85, p. 2). This change is a minor restriction of the authority of the administration to assign administrators to teach. Informants report that a few exceptions have been allowed by departments, but that generally administrators do not teach more than one course per year.

#### Agency Shop

Beginning with the ratification of the fifth contract (1975-76), an agency shop provision was added, i.e., all bargaining unit members have been required to either join

the Association and pay dues or pay a service fee (1975-76, pp. 5-6). In earlier contracts, bargaining unit members who did not join the Association paid nothing. This change is a major increase in the authority of the collective faculty. The change does not directly alter the duties of the Association, which must represent all members of the bargaining unit whether or not they pay fees and whether or not they are members of the Association. Agency shop is generally regarded as a benefit to an Association and a detriment to an administration because the change increases revenues available to the Association and usually increases its membership as well. Agency shop increases the security of an Association. Individual choice of a few faculty members is reduced by agency shop, but the ability of the Association to represent the faculty is enhanced.

According to the current contract, when bargaining unit members pay neither dues nor a service fee, the Association will attempt to persuade them to do one or the other. That failing, the Association has the authority to require that Oakland withhold from those members' salaries a penalty which is the larger of either 125% of the dues or  $4/365$  of the member's annual salaries. Oakland suspends the errant faculty members for a period of four days. If a member refuses to pay the dues or the agency fee or the penalty, the "member shall not be re-employed to teach credit courses

at Oakland unless and until he pays the dues or the fees owing" (1983-85, p. 7). The Association agrees to assume the legal responsibilities for the actions Oakland must take to enforce agency shop.

The Association regards agency shop as an important gain. Membership was not a concern when this change was made, according to Association informants. The movement to agency shop was undertaken as the next step toward union security. Currently about four to six persons refuse to pay the dues or the agency fee and are compelled each year to pay the penalty and be suspended for four days, which fall during a University break. With the exception perhaps of a dozen others who pay the agency representation fee, the remainder of the members of the bargaining unit are members of the Association. Agency shop did increase the proportion of the bargaining unit who are members of the Association, according to informants.

#### Management Rights

The original contract contains a management's right clause which specifies that, subject to the terms of the Agreement, Oakland University has the right to "hire, assign, promote, schedule, layoff, recall, discipline and discharge its bargaining unit faculty members,...determine the schedule..., locate, relocate, and remove equipment..., and control..its property" (1971-72, XIII. 66). Management

rights have been extended to give management authority in areas not covered in the contract. The Association would now have difficulty expanding individual or collective faculty rights through practice or arbitration in those areas where the contract is not clear or is silent. Added are the provisions that Oakland's existing rights, aside from those "specifically delineated" by the contract remain in effect and that the contract "shall in all cases be interpreted so as not to deprive Oakland of its legal authority to control all final decisions regarding its academic and non-academic programs" (1983-85, p. 8). This change is a minor gain in authority for the administration. Informants report that this is recognized as a real change but that it has not yet had a specific application.

#### Employment Decisions

More than half of the changes in the Oakland contracts observed in this study were changes in procedures or policies by which employment decisions are made. Of the 34 such changes, most occurred in the two areas: (1) procedures for appointment, re-employment, tenure and promotion; and (2) layoff and recall provisions. Contractual changes in the former areas are expected because these decisions have major consequences for faculty members' careers. Layoff and recall provisions were extensively altered because lay off was considered to be a remote

possibility when the earlier contracts were negotiated. It has subsequently become a reality. Layoffs have occurred at Oakland in the past several years.

Important changes were also made in provisions for discipline and discharge and in the position of department chairs, who are members of the bargaining unit at Oakland University. Retirement and personnel files policies have also been changed.

#### Initial Appointment

One minor change was made in the procedures for initial appointment. The faculty of the departments have gained the right to "make recommendations concerning the initial employment and re-employment" of persons who teach credit courses within their departments (1983-85, p. 4). In the earlier contracts, faculty authority was limited to certain visiting lecturers in Arts and Sciences (1970-71, III. 4). The new provision extends the collegial authority of the faculty to a minor extent.

#### Re-Employment, Promotion and Tenure

Policies and procedures for these key element decisions were not covered in detail until the fourth contract, the 1974-75 contract. Earlier contracts referred to continuation of various past practices. In a letter of agreement in the second contract the parties directed the



University Tenure and Appointment Policy Committee, a pre-union collegial body, to develop a plan for restructuring which was to be presented to the faculty for its approval (1972-73, p. 57). It was not until the 1974-75 contract that the new policies and procedures had been developed and ratified. The 1974-75 contract provisions for re-employment, promotion and tenure decisions are used as the baseline for observation of changes in this study.

Extensive faculty review and recommendation are involved in re-employment, promotion and tenure decisions at Oakland University. Oakland retains final authority in these decisions, but grievance to bipartite committee or to arbitration is possible for some types of decisions. An upcoming arbitration hearing may further clarify which types of decisions are arbitrable.

Two of the changes are of authority or rights in decision involving non-tenured faculty members. The first concerns determining the length of an instructor's appointment and the second allows a faculty member to shift from a tenure track position to a non-tenure track position.

The time periods after which a faculty member must be considered for re-employment, promotion or tenure are well-defined in the current contract (1983-85, pp. 9-10). Persons hired as instructors are given a single, three-year term of employment after which they must be promoted to assistant professor in order to be retained as full-time

faculty members. Earlier contracts provided that the third year of an instructor's continued employment was to be granted at Oakland's sole discretion (1974-75, p. 7). This has been dropped. Loss of sole authority over the third year is a minor loss of authority for the administration.

The second change is a recent addition allowing non-tenured faculty members who anticipate that they may not be able to meet the requirements for tenure to request re-appointment as special instructors, which are positions in a non-tenure track (1983-85, p. 12). This change affects the circumstances of both instructors and assistant professors. The timing of the tenure decision is relative inflexible. Appointments are for multiple years, and the points at which promotion and tenure may be considered are limited. Initial appointments are for three years for both ranks (1983-85, p. 9). Instructors must be promoted after the first three-year term of appointment or not re-employed as full-time members. Assistants may be reappointed for a maximum of two two-year terms of appointment after which they must be granted tenure or not re-employed as full-time members.

The non-tenure track position in which instructors or assistant professors may be re-employed is that of special instructor. This category is intended for faculty members whose credentials are different from those conventionally required for tenure and promotion (1983-85, p. 3). Persons whose initial appointments are as special instructors may be

employed up to five years before they must be granted job security to be retained (1983-85, p. 12). Granting of job security means that Oakland will retain the faculty member so long as the members' program is continued at Oakland. Such persons may be considered for tenure and promotion.

When faculty members originally hired as instructors or assistant professors do not believe that they have adequate credentials to be granted tenure, they may request to be re-employed as special instructors (1983-85, p. 12). This must be done before tenure has been denied. If the department involved and Oakland agree, the member can be re-employed as a special instructor and may be eventually granted job security, as may be other special instructors. However, such a member cannot be considered for tenure at Oakland. This change is a minor improvement in the individual rights of faculty members. It opens up a career option not available under the earlier contracts. Informants report that one or two faculty members have taken this option.

Changes have been made in the structures and functions of some of the committees through which the faculty makes recommendations about major employment decisions. Faculty members participate in all-faculty bodies at the departmental level, in the schools' Committees on Appointment and Promotion (C.A.P.s) and on the campus-wide Faculty Re-Employment and Promotion Committee (F.R.P.C.). Two faculty/administration committees give final and binding

decisions in cases of grievances about employment decisions. These are the Tenure Review Commission (T.R.C.) and the Internal Review Commission. Four of the changes made in recent contracts involve the selection of membership of the schools' Committees on Appointment and Promotion or the Faculty Re-Employment and Promotion Committee.

The first of these four to be discussed is a change in the composition of the schools, Committees of Appointment and Promotions (C.A.P.s). These are standing committees composed of bargaining unit members who are elected by bargaining unit members (1983-85, pp. 24-25). The C.A.P.s review departmental criteria and procedures for making employment recommendations and the C.A.P.s themselves review and make recommendations in the case of some types of employment decisions.

In the earlier contracts department chairs were excluded from membership on C.A.P.s, even though department chairs were and are members of the bargaining unit (1974-75, p. 19). In the recent contracts, chairs may be elected to serve on the C.A.P.s. On the basis of an analysis of their position and reports of informants, department chairs are primarily members of the faculty rather than administrators. Nonetheless they are generally more likely than other faculty members to share some aspects of an administrative perspective. Chairs are appointed by the dean after the dean consults department members, are granted merit pay at

the sole discretion of the administration, have greater contact with the administration than do most other faculty members, may have aspirations for an administrative career, and are required to perform certain supervisory duties within the department including making recommendations about employment decisions independent of those made by any departmental committee. For these reasons, chairs' positions encourage them to share some aspects of an administrative perspective. To the extent that chairs replace other faculty members on the C.A.P.s, the administrative perspective within these committees may increase somewhat and the faculty perspective decrease. Consequently, allowing chairs to serve on the C.A.P.s somewhat reduces the collegial authority of the faculty.

Informants suggest that some departments may prefer to be represented by department chairs despite the possibility that chairs may sometimes take an administrative stance. Chairs may be more effective members of such committees than other faculty members because their position is likely to give them greater contact with high level administrators, greater knowledge about procedures and also insights into administrative priorities and plans.

The second change with regard to these collegial committees is the addition of the requirement that members of the schools' Committees on Appointment and Promotion must be tenured faculty members (1983-85, p. 24). This was not

required in earlier contracts. This specification about the composition of the C.A.P.s is a minor restriction on the latitude allowed the faculty in their exercise of collegial authority. Informants report that in the past most members of the C.A.P.s were tenured, although not necessarily all members. About 60% of the faculty members at Oakland are tenured.

The third change is an alteration in the membership of the campus-wide Faculty Re-Employment and Promotion Committee. This committee is composed of tenured faculty members elected by the faculty (1983-85, pp. 26-27). Like the C.A.P.s, the F.R.P.C. is a vehicle for faculty involvement in making recommendations about various employment decisions. Overall, the F.R.P.C. has greater authority than the C.A.P.s. The earlier contracts excluded department chairs from membership on the F.R.P.C. As explained above in the discussion of the first change in this section, the presence of chairs on this committee would be likely to shift its perspective somewhat toward an administrative point of view. This is a minor decrease in the collegial authority of the faculty.

In the fourth change, procedures for the election of members to the Faculty Re-Employment and Promotion Committee have been changed. In the earlier contracts the elections were conducted by the Elections Committee of the University Senate (1974-75, p. 22). The Senate is a body of elected

faculty, administration and student members in which faculty members are numerically predominant and over which the Provost presides. In the recent contracts, the Association is responsible to conduct the election of members to the F.R.P.C. The Association is, of course, composed totally of faculty members. To the extent that the Association represents faculty interests and the Senate represents the interests of faculty, administration and students, this shift is a minor gain in the collegial authority of the faculty. Informants report that the change does have some minor significance. Some informants report that this change has relieved the administration of a burden which it shared through its membership in the Senate. Others point out that having the Association assume responsibility for this task may lead to an orderly process, the results of which will not be questioned by faculty members.

In the flow of recommendations for re-employment, promotion or tenure, two minor changes have been made which somewhat reduce the influence of the faculty. First, the chairs' authority has increased somewhat. Second, the faculty Committees on Appointment and Promotion are now involved in fewer types of decisions.

First, the authority of departmental chairs in the first step of recommendation has increased somewhat. Review of a faculty member begins with Oakland notifying the departments that a review is being conducted (1983-85, p.

13). The earlier contracts specify that a department committee or the department shall conduct a review (1974-75, p. 14). The current contract specifies that the chair conduct the review according to departmental procedures (1983-85, p. 13). The chair is also required to make an independent judgement and recommendation in each review (1983-85, p. 75). Informants report that this change does not necessarily eliminate the role of department committees. In many departments the committees and the chair both continue a past practice of both making separate recommendations. Some report that the contract change was intended to focus responsibility on the chair for monitoring the review process so that the work is done in a timely fashion. Informants report that between the recommendations of the chairs and of the faculty committees, there may be minor differences of emphasis, but rarely major disagreements. Nonetheless, some faculty members are concerned that the chairs' recommendations may be given greater weight than those of the department committee's. Clearly these issues and practices vary from department to department. To the extent that this contractual change has had consequences, these are in the direction of underscoring the chairs' role as an extension of the administration and reducing the authority of the department in reviewing and recommending. This is a minor loss of collegial authority.



The second change in the flow of recommendations is a reduction in the number of decisions involving the schools' Committees on Appointment and Tenure. After recommendations leave the department, there are a number of different steps which may be taken depending upon the type of employment decision involved. The procedures with fewest steps are used for such decisions as re-employment of non-tenured faculty members (1983-85, pp. 16-19). In the earlier contracts all such simple procedures involved review and recommendation of the department and chair, followed by that of the schools's C.A.P., and then the review and recommendation of the dean and finally Oakland's decision (1983-85, pp. 13-14). Under the current contract, the school's C.A.P. does not routinely review and recommend in all such decisions, but is involved after the dean's review and recommendation only in cases where there is a conflict in recommendations or where Oakland's decision is contrary to the department chair's recommendation (1983-85, p. 19). Some informants describe this change as real change but of minor significance. Others say the change was simply a streamlining of the procedures with no substantial consequences. This is a minor loss of the collegial authority of the faculty in that it reduces the authority of a faculty committee.

Two changes have been made in the appeals procedures for employment decisions. Discussed below first is a

broadening of the conditions under which members may grieve employment decisions. Second is the creation of a faculty/administration committee with final authority to settle grievances about denial of promotion of tenured faculty members.

First, in earlier contracts, grievance of employment decisions was allowed only in cases of denial of tenure (1974-75, p. 24). Such grievances were to be made to the Tenure Review Committee, which is composed of an Association appointee, an administration appointee and a third member, selected by the first two, who may be an arbitrator. This commission had the authority to grant tenure.

This provision in the earlier contracts, which provided relatively good protection, has been expanded in the recent contract to provide even more protection for faculty members dissatisfied with employment decisions. The current contract provides that a member may grieve "any portion of the Tenure Review Process in which Oakland has an affirmative duty to take action" (1983-85, pp. 34-35). Excluded are the actions of the various faculty committees, which cannot be grieved. The term "Tenure Review Process" is defined as the procedures by which re-employment, promotion and tenure decisions are made (1983-85, p. 33). It would appear that a faculty member may now grieve any employment decision including non-renewal of a non-tenured

position. This interpretation is a major improvement in individual faculty members' rights.

Informants disagree about the implications of this change, which is part of the basis of an upcoming arbitration hearing. One interpretation, like that above, is that a member may grieve any aspect of Oakland's actions covered in the contract. Another interpretation is that a member may grieve only Oakland's failure to take any action in a particular employment decision; for example, forgetting to notify a department that a faculty member's term of appointment is about to end and review is required. The arbitrator in his award will probably determine which interpretation is correct.

The second change in the appeals procedures is the creation of the Internal Review Commission, which has final authority to decide certain grievances about denial of promotion for tenured faculty members (1983-85, pp. 30-31). Under earlier contracts, Oakland's decision on such matters was final and grievances were not allowed (1974-75. p. 23). Now, if a tenured professor is denied promotion twice within three years when the Faculty Re-Employment and Promotion Committee has recommended for promotion, the aggrieved member may demand review by the Internal Review Commission, which has the authority to grant the promotion or affirm the denial. The Internal Review Commission is composed of six

members, three selected by the Association and three by Oakland. The Commission makes decisions by majority vote.

Informants report that denial of promotion of tenured faculty members was a problem before. Since the Internal Review Commission was developed it has been used only infrequently but is regarded as important by faculty. When first envisioned, it was feared that this 3/3 committee would be deadlocked on all cases and unable to reach a majority decision. The Commission has, however, granted promotion by a majority vote. This is a major increase in the faculty's collegial authority. The faculty share decisive authority with the administration in area where the faculty has no authority before.

### Transfers

New procedures have been developed for handling transfers of faculty members from one department to another (1983-85, p. 4). A department receiving the transferee now has the right to make a recommendation about acceptance of a potential transferee and to request review by the Faculty Re-Employment and Promotion Committee if the department opposes an intended transfer. The administration considers the recommendation of the department and the F.R.P.C. but retains authority to make the final decision. The collegial rights of departments have been enhanced to a minor extent with this addition.

The second change in transfer procedures is the addition of the provision that the transferee retains tenure status, although the transferee's seniority is set as one day less than the least senior member with the same rank in the receiving department. Retention of the transferee's tenure status is a minor improvement in individual rights of faculty members.

#### Discipline and Discharge

A number of changes have been made in procedures for discipline and discharge. The most important are a reduction in the involvement of collegial bodies in these decisions and an increase in the rights of faculty members. Administrative informants report that the dismissal procedures have not been used. However, faculty informants regard these changes as important. These procedures have consequences even when not used. Knowing that the protection of the procedure is there, may more freely exercise rights such as academic freedom and collegial involvement in campus decision-making.

The earlier contracts used an adaption of the A.A.U.P. Statement on Procedural Standards in Faculty Dismissal Proceedings (1971-72, IV. 17. and Appendix A). Under the contract's procedures, when a faculty member's conduct might warrant dismissal, two different faculty committees were involved in two different steps of the process. An elected

ad hoc faculty committee reviewed and recommended to the President whether or not the situation warranted consideration of dismissal. If the President decided that dismissal was being considered, a second elected faculty committee conducted a formal hearing and presented its decision to the Board of Trustees of the University. The Board could accept the committee's decision or review the hearing record and ask the committee to examine the matter again. After the Board has received the committee's reconsideration, the Board was to make its decision. Under this early process, both faculty committees could recommend, but the administration decided what action to take. The contract provided that "acceptance of the committee's decision would normally be expected" (1971-72, Appendix A.7).

Under the current contract, collegial involvement is limited to an optional review by the elected faculty committee, the Faculty Re-Employment and Promotion Committee (1983-85, pp. 44-45). This Committee may be requested by the administration or the involved faculty member to review the supposedly deficient conduct and evaluate the member's performance.

The Committee will make a recommendation to the administration, which decides whether or not to proceed with discipline or dismissal. The faculty's collegial role has been reduced from two steps to one step and that one step is

now optional. In both contracts, the administration has decisive authority, but the faculty's recommendation carries somewhat greater weight under the earlier contract. The change is a minor loss of faculty authority.

A minor gain in collegial faculty authority is involved in the change which permits the Faculty Re-Employment and Promotion Committee optional review in either potential discipline or dismissal cases (1983-85, pp. 44-45). In the earlier contracts, the faculty was involved only in potential dismissal cases (1971-72, IV. 17. and Appendix A). Disciplinary cases, which are typically more frequent than discharge cases, may now be reviewed by a faculty committee.

Faculty may now grieve both procedural and substantive aspects of discipline or dismissal actions (1983-85, p. 45). Under the earlier contract, faculty members could grieve only procedural aspects of a dismissal decision (1971-72, IV.17.). Collegial recommendation in dismissal cases provided a second point of view to that of the administration's, but the collegial role of the faculty under the older contracts was only advisory. The administration could discharge a member and, aside from procedural violation, the member would have no recourse to any appeal or decisive second opinion. Under the current contract, a member may grieve to binding arbitration any questions of alleged contract violation regarding dismissal

or discipline. This is a major gain in faculty member's individual rights.

### Retirement

Individual faculty members' rights have been improved through the addition of two new retirement options (1983-85, p. 60). First, any time after 60 years of age, ten years before the mandatory retirement age of 70, faculty members may elect to take a reduced work load for three years or less and receive a proportional reduction of their annual salary. At the end of this period of three or less years, the members must retire. A second option is voluntary early retirement (1983-85, pp. 59-60). Under this option, the faculty member who has reached at least 60 years of age and who has given 15 years of full-time service to Oakland, may retire prior to age 70 and receive a salary during the first year of retirement. The amount of the salary varies with age at time of retirement and years of service. Since this second option was first added to the contract, the amount of the salary has been adjusted to encourage more faculty members to take the option.

Administrative informants report that one or two faculty members have selected each of these two options. Both administration and faculty have reasons to encourage early retirement, but the number of faculty members selecting the option is limited by at least two factors.



There are a relatively small number of faculty members who are eligible to take early retirement. Oakland University was founded in 1957, and a relatively small proportion of its faculty are near retirement. Secondly, as faculty informants point out, some eligible members have not taken early retirement because they hesitate to make the final decision entailed.

#### Layoff and Recall

Layoff and recall language was not developed until two years after the faculty organized, in the third contract (1974-75). The conditions under which the administration could layoff faculty were very restrictive under this contract. Positions were allocated to a department on the basis of student/faculty ratio. Oakland could initiate over-ratio layoffs "...when the number of positions allocated by Oakland to an academic unit falls below the number of existing full-time equivalent faculty (FTE) in that unit..." (1974-75, p. 24). Bargaining unit people could not be laid off "...where there are non-bargaining unit persons...performing teaching work of the bargaining unit..." (1974-75, p. 24). A layoff order was given according to which tenure and rank were primary criteria, after which seniority was the basis of layoff order within the rank/tenure categories (1974-75, p. 25). When the administration had determined that it wished to institute a

layoff, the Association was to be notified and had 30 days in which it might make "...any comments or recommendations...regarding the appropriateness of the layoff..." (1974-75, p. 26). The particular individuals to be laid off were determined by Oakland, following the given layoff order and in consultation with the faculty. If the administration did not follow the unit faculty's recommendation, the administration's plan had to be submitted to the Faculty Re-Employment and Promotion Committee for review and comment (1974-75, p. 26). Upon receiving the Committee's comments "...Oakland shall make its final layoff decisions and issue layoff notices..." (1974-75, p. 27).

A number of changes have been made in these procedures in subsequent contracts. Alternatives to layoff are included and rights of faculty under recall have been expanded. The most important change is the broadening of the conditions under which layoff may occur. This is covered first below.

In addition to the over-ratio layoffs which may follow a drop in the student/faculty ratio, Oakland may now make "position-shift" layoffs (1983-85, pp. 34-36). These are possible when Oakland has decided that particular unit is overstaffed. This determination need not refer to any specific student/faculty ratio. In effect, the administration has gained the authority to determine what

constitutes overstaffing in a particular unit. This authority is tempered by the requirement that numbers of positions be added in other units equal to the number lost in units experiencing position-shift layoffs unless the overall student/faculty ratio has decreased. This change permits the administration to shift faculty positions among the units to accommodate shifting patterns of enrollments or changes in programmatic priorities of the institution. This is a major increase in administrative authority to layoff.

Consultation procedures have also changed. The earlier contract provided for review and comment by the Association. Now the "...appropriate formal consultative process such as the University Senate..." may advise the administration "...on the educational impact..." of proposed layoffs and may suggest alternatives to the layoffs (1983-85, p. 38).

Both the administration and faculty informants agree that the change in conditions under which layoffs may be instituted is of major importance. Shortly after the new condition for layoff was added to the contract, there were layoffs of both tenured and non-tenured faculty members. The faculty was consulted and the need for reduction was presented. The faculty gave its formal approval to the reduction of faculty members within various program areas. The faculty approval was described by some informants as acquiescence to reductions which would have occurred in one manner or another anyway.

In the consultation process the President of Oakland created an ad hoc committee, using the University Senate's Steering Committee for much of its membership. The committee was charged with the responsibility for examining the University's mission and priorities. Among the committee's various recommendations were those actions which were approved by the Senate and eventually taken by the President. Currently there is another such ad hoc committee which has been charged by the President with the duty of examining quality, including entrance and graduation standards. Through such ad hoc committees the President has been able to retain academic leadership of the University while still consulting and securing the faculty's approval for changes.

Among the other changes made in layoff language are provisions for consideration of alternatives to layoff. One additional provision expands possibilities open to the administration, another constrains the actions of the administration and a third change provides some greater authority for the faculty to propose an alternative to layoff.

Oakland now has the option of immediately reducing all faculty members' salaries should enrollment drop by more than 10% of the amount necessary to maintain the mandated ratio (1983-85, p. 36). The amount by which faculty members' salaries would be reduced is determined by a

formula according to which salaries would drop one percent for every one percent drop in enrollment beyond the first 10% enrollment drop. Considerable authority appears to have been granted the administration in allowing it to reduce all members' salaries. However, the conditions under which this might occur are most unlikely and would lead to major dislocations and institution change in any event. Association and administration informants agree that such a drastic drop in enrollments is not regarded as at all probable. The provision is the result of compromise inclusion of a clause allowing the administration to enact layoffs in the event of a financial exigency. Addition of this provision is a minor gain in administrative authority.

Added to the current contract are two provisions for alternative ways of responding to reductions in enrollments. A statement of intention has been added in which Oakland recognizes the "high priority on maintaining the quality of...programs and minimizing the unnecessary loss of faculty" (1983-85, p. 34). Oakland agrees to give "serious consideration" to such alternatives to layoff as attrition, in-load spring-summer teaching, retraining, retirement, reassignment..." (1983-85, p. 34). Oakland maintains authority to decide whether or not any of these alternatives are adequate. This is a minor restraint on administrative authority.

A separate provision, added in a recent contract, allows the faculty of a department which Oakland has deemed to be overstaffed to schedule members to teach during the spring and summer sessions and have fall or winter off (1983-85, pp. 44-45). In effect, overload work would become part of regular teaching loads. In a letter of intent included in the current contract, encouragement is given to departments to "propose solutions to overcome overstaffing conditions" (1983-85, p. 98). Among the two solutions which the departments are urged to consider is in-loading summer and spring teaching. Informants regard this change as significant and point out that the provision has been used. Layoffs have been averted by use of in-loading spring and summer teaching in a department which had been determined to be overstaffed by Oakland. Unlike the change discussed above in which Oakland is required to consider alternatives to layoff, this change permits the faculty of a department to take action to avoid layoffs. This is a minor gain in the collegial rights of the faculty.

Five minor changes have been made in the recall rights of individual faculty members. The first four discussed below are minor improvements in individual faculty rights and the fifth is a reduction in individual rights. Informants agree that these are changes in rights but point out that recalls have not occurred, although there have been layoffs.

First, members on layoff continue to be eligible for recall into the department from which they were laid off when they accept part-time employment with Oakland (1983-85, p. 42). Second, members recalled into a department other than the one from which they were laid off retain their tenure status (1983-85, p. 43). Third, when a laid off member is not recalled to fill an opening in a department other than the one from which the member was laid off because the other department believes that the member is not qualified, the member may challenge the department's decision (1983-85, p. 43). The Faculty Re-Employment and Promotion Committee makes a recommendation on the matter and the administration decides the question on the matter and the administration decides the question. Fourth, a member on layoff may now grieve alleged violations of the provisions of the layoff and recall article (1983-85, p. 42). These four changes are all minor improvements in the rights of individual faculty members. The fifth change diminishes individual faculty member's rights to a minor extent. Under the original recall provisions, tenured faculty members who were laid off were subject to recall until their 68th birthday (1974-75, p. 29). Currently, they are eligible to be recalled within seven years of their layoff or their 70th birthday, whichever comes first (1983-85, pp. 41, 15). This change reduces the career choices open to some members.

Personnel Files

Three minor improvements in protection of individual faculty members rights have been made in recent changes in handling of files. The first two changes are minor gains in individual rights and the third is a minor restriction of administrative action.

First, members are granted the right to know of the existence and location of each of their files and have the right to examine the files, exclusive of certain confidential pre-employment material (1983-85, p. 74). Second, the members may add "appropriate and reasonable explanatory materials" to their files. This added material will be removed if and when Oakland removes the items which the added material explains (1983-85, p. 75). Third, a member "shall not be required, and/or solicited directly or indirectly, to enter into any waiver either expressed or implied" (1983-85, p. 75). It is further provided that anonymously submitted letters of evaluation will be destroyed or returned to the sender.

A controversy led to the latter change. Letters of evaluation from current employers are sometimes used for faculty members engaged in professional work off-campus. The administration has pointed out that the writers of such letters of evaluation may be more frank and informative if they are assured that the subject of a letter will not see



the letter, according to informants. The Association has questioned this practice and has negotiated the new provision.

### Department Chairs

In some ways department chairs are faculty members and in others an extension of the administration. Chairs share with the faculty membership in the bargaining unit. There have been chairs in active leadership roles in the Association since the time that the faculty first organized for collective bargaining. Nonetheless, there are supervisory aspects to a chair's role. More so than other faculty members, chairs are in contact with and are directly accountable to the administration. Chairs are more informed about administrative priorities and plans. Chairship is commonly the first step into an administrative career. For these reasons, the perspective and interest of chairs lies somewhere between those of the faculty and the administration. Some administrative concerns would be lessened if chairs should become more solidly a part of the administrative chain of authority. Generally chairs prefer to retain their current positions as members of the bargaining unit, according to informants.

Three contractual changes have been made in the positions of chairs in recent contracts. One of these changes clarifies the chair's accountability to the

department. Two underscore the chair's responsibility toward the administration.

Accountability to the department is made clear in the added provision that the dean must consult with all the tenured members of the department before appointing a chair or before withdrawing an appointment (1983-85, p. 8). Chairs are granted three year renewable appointments, and the consultation occurs in the case of reappointments as well as new appointments. Informants report that deans do not appoint chairs without the support of a majority of the department members except in the unusual circumstances of a divided department. In this case the dean would use his authority to select a chair. In some departments no faculty member actually wants the task of being chair, and so the members rotate the responsibility among themselves, each serving one three-year appointment. The requirement that the deans consult the tenured members or chair appointment or reappointment was added in a recent contract. Earlier contracts provided that past practices continue (1970-71, XV. 70). Informants report that past practices usually involved consultation. Inclusion in the contract encourages uniform practice of consultation and provides a basis for grievance if consultation does not take place. This is a minor gain in collegial authority of the departmental faculty.

Two other changes make the chairs more responsive to administrative interests. First, the amount of merit pay a chair receives, once a decision of the department members, is now a decision of the administration. Overall, chairs may receive as many as three different types of pay in addition to the salary they would have received as faculty members (1983-85, pp. 49-50). One of these three are a fixed percentage, one is based on department size and the other is a variable merit payment. The fixed percentage has varied somewhat from contract to contract and is currently set at 9 1/2% of the amount the chair would receive as a faculty member. Chairs also receive a payment which increases with the size of their departments up to about one or two hundred dollars. The amount of merit pay a chair received was originally determined by procedures developed by the faculty of each department for determining all department members' merit pay. This has been changed in recent contracts; and now the deans determine what merit pay, if any, the chairs will receive (1983-85, p. 49). Under the new provision, 2 1/2 % of the total salaries of the chairs is set aside for allocation by the dean. The amount a particular chair receives is under the sole discretion of Oakland and is not grievable. This change is a minor expansion of administrative authority.

Informants report that chairs do express interest in the amount of merit pay they receive, perhaps more as an

indication of the dean's regard for them then for the monetary value involved. However, informants also report that merit pay as an indicator of the dean's regard is made less effective by two circumstances. First, all the money allocated for merit pay is not necessarily used for merit pay. The contract provides that any portion of the merit allocation not so used may be set aside for research (1983-85, p. 49). Secondly, a chair does not necessarily know what amount other chairs received. Taken together, these two circumstances make it possible that a chair would not know if the amount received for merit pay was high or low relative to the amount received by other chairs. For this reason merit pay alone does not indicate whether the dean approves or disapproves of the chair's performance of duties.

The last change made in provision regarding chairs is the lengthening of the list of specific supervisory duties which the chairs are required to perform. Among the first duties added in subsequent contracts were responsibility to schedule and assign members, resolve disagreements, submit budget requests and administer the departmental budget and make recommendations regarding various employment decisions such as promotion and tenure (1972-73, p. 23). The responsibility to make discipline and discharge recommendations was added later (1975-76, p. 54). In the more recent contracts duties also include implementing

regulations; monitoring attendance, time commitments and discharge of duties of faculty members; instruction of new faculty members; and establishing priorities with regard to the departmental budget (1979-82, p. 67; 1983-85, pp. 75-76). From these contractual changes one might infer that the department chairs have become more supervisory, and the relationship between chair and department has become less collegial. Informants report that this is not necessarily the case. The consequences of these changes have been minimal. Generally department chairs performed these duties before they were included in the contract. Inclusion of these duties in the contract does make performance of them more readily enforceable and formally clarifies the supervisory aspect of the chair's position. This is a minor increase in the authority of the administration over the department chairs.

Two of the above changes regarding chairs appear to define chair as supervisors and one change underscores the chairs' positions as first among peers within their departments. Informants report that the overall consequences of these changes have been minor. Informants agree that the perspective of the chairs is closer to that of the departments than that of the administration, but also that generally chairs are somewhat more administratively oriented than are faculty members as a whole. Informants also report that the support of the members of the

department is an important source of strength for the chair. With it, the chair may safely take issue with the administration in an effort to promote the interests of the department. Conversely, the chair's influence upon the administration strengthens the chair's position within the department. The chair's contract with the administration, knowledge about priorities and plans at the administrative level and ability to work effectively with the administration for the department are all sources of status for chairs within their departments and reasons for their departments to recommend their reappointment.

#### Miscellaneous Employment Decisions

Oakland has somewhat more authority to take actions to comply with the civil rights laws, according to a provision added in the current contract. When policies and procedures which Oakland establishes in efforts to comply with the laws conflict with the policies and procedures established by collegial committees empowered through the contract, Oakland will give the Association an opportunity to comment before Oakland implements the procedures (1983-85, p. 74). This is a minor gain in administrative authority.

In a letter of agreement appended to the current contract, Oakland is allowed to make agreements with individual faculty members on various aspects of the use of material taped for use in credit courses. This includes

photographic, magnetic or other electronic media made for repeated use in credit courses at Oakland or for broadcast use at other institutions. Oakland may make agreements about royalties, ownership, compensation and production costs with individual faculty members. In the "absence of experience with the new media" it is agreed that the current contract does not cover this subject and that "terms of compensation" should be bargained in the next contract (1983-85, pp. 88-89). This provision increases the authority of the administration to a minor extent. Informants report that the current concern in this provision is cable television. Oakland is the only institution among those included in this study whose contract directly addresses this new concern.

#### Working Conditions

Eighteen changes have been made with regard to working conditions. Four minor changes have been made in the work expected of faculty' provisions for various types of leaves of absence have been altered through eight changes; restrictions on outside work have been increased; the administration has been given increased latitude in determining pay in some circumstances; and minor changes have been made in provisions for offices and for establishing the academic calendar.

### Professional Responsibilities

The professional responsibilities of bargaining unit members, described in all contracts, have been altered in two minor ways. First, in a minor increase in administrative authority, the list of duties has been increased by the addition of grading and submission of grades, public service consistent with the University's mission and scholarly and professional activities (1983-85, p. 45). These additions increase the types of work faculty might be required to perform in addition of those of teaching and academic counseling, which are the duties given in the original contract. Second, individual members' rights have been increased to a minor extent by the addition of the provision that no specific hours nor fixed scheduling will be required of faculty members except for class time and ceremonial and other scheduled events (1983-85, p. 45). Informants report these two changes are codifications of generally accepted expectations. Their inclusion in the contract increases their enforceability and makes grievance of violation possible.

### Scheduling

Two minor changes have restricted the authority of the administration in scheduling faculty members. First, a member may not be assigned to teach more than one evening course per year (1983-85, p. 52). Second, on-campus credit



courses taught by bargaining unit faculty members during the academic year must now be taught as part of their regular assignments and cannot be overload courses (1983-85, p. 52). Informants report that the faculty has allowed exceptions to this in unusual circumstances in order that a course may be taught.

### Leaves

Oakland provides paid leaves for sabbaticals, research, retraining and illness as well as unpaid leaves for a variety of reasons. Altogether eight changes have been made in these provisions.

In the most significant of the changes, the faculty have acquired some authority in the granting of the newly added retraining leaves (1983-85, pp. 68-69). A Joint Committee on Faculty Retraining, composed of three members appointed by the Association and three by Oakland, recommends guidelines and reviews and makes recommendations on leave requests. Department chairs, who are bargaining unit members, make initial recommendations. Oakland makes the final decision about the granting of any retraining leaves and may base its decision on Oakland's staffing needs. Oakland has agreed to provide "a limited number" of such leaves. Prior to the current contract, there was no provision for such leaves. Allowing faculty a shared recommendatory role in this new area is a major gain in

collegial rights for the faculty. Informants report that this committee is active and that retraining leaves have been granted.

A second change in leave provisions has apparently not yet altered practice. All of the contracts refer to research leaves and a fund for the same. (1971-72, IX. 42. Appendix D. Letter 2; 1983-85, pp. 66-67, 87). According to the contract, the University Research Committee recommends and Oakland grants such leaves. Denial of any particular request for a research leave by Oakland is not grievable. These conditions are part of all the contracts. Added since the original contract is the provision that Oakland must grant at least one such leave per year when the University Research Committee has recommended any that year (1983-85, p. 67). This is a minor loss of administrative authority. Apparently this provision has not been enforced. Administration informants report that no research leaves have been granted yet. An alternative which is currently being considered is adjusting teaching loads to allow productive faculty members time for research.

The third and fourth changes were made in procedures for attending professional meetings. In earlier provisions, each faculty member was permitted to attend at least one conference a year and receive reimbursement within Oakland's guidelines (1971-72, VIII. 31.). Recent contracts specify the total amount which Oakland must spend for such travel

expenses (1983-85, pp. 61-62). Although the amount per trip or individual is determined by Oakland, and Oakland has sole discretion over whether or not the travel expenses of a particular trip will be reimbursed. Faculty informants report that this provision was developed because some members believed that not enough money was being allocated overall for this purpose.

In effect, this provision has both reduced individual rights and administrative authority. Individual faculty members are no longer guaranteed the right to attend one meeting per year. This change is a minor loss in individual faculty rights. The administration no longer has discretion over the amount of money allocated to this purpose, which is a minor loss of administrative authority. The provision may serve needs of both parties. The faculty knows that money will be spent on this purpose, and Oakland retains authority over who gets how much for what trips.

Fifth, once a member's application for a sabbatical leave has been approved by Oakland, the member cannot withdraw the application without Oakland's approval, according to an addition made in the second contract (1983-85, p. 66). This is a minor loss to individual faculty members. Faculty members are no longer free to make last minute changes of plans.

Under the current sick leave provisions a faculty member on such leave may be asked to provide a physician's

statement and may be required to submit to an examination by a physician of Oakland's choice (1983-85, p. 68). In the event of a difference of opinion between the two physicians, the faculty member may request an examination at Beaumont or Henry Ford Hospital, with expenses shared, to provide a binding opinion. This sixth change is a minor reduction in the faculty member's rights. The earlier contracts did not require physician's documentation in the cases of sick leave. Administrative informants report that usually sick leave is not questioned, but that a problem in one case made apparent the need for authority to require proof of illness.

The seventh change covers layoff while on leave. The current contract provides that faculty members on paid or unpaid leaves of absence are subject to the layoff provisions (1983-85, pp. 63, 70). The earlier contract did not have this provision. One might argue that without this provision, the requirement that members may return to their positions after approved leaves would make such members immune to layoff. This is a minor increase in the authority allowed the administration. The provision has not yet been used.

Earlier contracts provided that unpaid leaves of absence lasting more than six months may or may not be counted as time toward reappointment or promotion consideration (1971-72, X.50.). The current contract provides that leaves of less than a year do not count toward

the probationary period and leaves of a year do not unless the faculty member elects to have the longer leave count as part of the probationary period (1983-85, p. 70). This is a minor gain in the control allowed individual faculty members over the length of their probationary periods. Administrative informants report that this right has been exercised. Most members choose not to have their leaves count in order to lengthen the time they have to prepare to meet the requirement for tenure.

#### Outside Employment

The earliest contract does not mention restriction of outside work of faculty members. The subsequent contracts restrict both types and amounts of work and require prior reporting of work of a continuous nature (1983-85, p. 46). Currently outside work of faculty members "shall generally be related to and involve the area of the bargaining unit member's academic expertise and the normal professional responsibilities..." (1983-85, p. 46). The restrictiveness of this new clause has been lessened in its application. Informants report that outside work is typically ignored during summer and spring sessions, when faculty members usually do not have full-time duties at Oakland. The primary concern is the regulation of extensive outside professional commitments during the academic year which might detract from performance on campus. Preventing

faculty from engaging in outside work not in their area of expertise was not a major purpose behind this addition. Informants point out that the restriction is made less effective by the vagueness of the concept "work of a continuous nature" together with Oakland's dependence upon self-reporting of faculty members, who might not share Oakland's definition of "continuous nature." These changes entail two minor restrictions of the individual faculty member's activities: one in the requirement for prior reporting and the second in the regulation of the type of work.

#### Salary Determination

A number of factors are considered in setting the annual salary of faculty members, among which are rank, longevity, market and merit (1983-85, pp. 47-53). For the four ranks there are a total of 29 levels of compensation, the lowest of which are for the rank of instructor, and so forth. Members move up the levels with years of service and may do so more rapidly at the recommendation of the department and with Oakland's approval. The salary at the highest level is about twice that at the lowest level (1983-85, p. 82).

The market factor is determined for each academic area by Oakland and consists of a percentage of the base salary to be added to salaries of members within each academic

area. These are not grievable. Currently these vary from about 19% for the School of Engineering and Computer Science to 2% for such departments as Art, Communication, English and Philosophy (1983-85, p. 83).

The amount added to members' salaries, if any, for merit is referred to as "personal factors." The total amount of money allocated for personal factors for each department is restricted. The amount received by an individual is assigned by the department and approved by Oakland.

Merit pay, or personal factors, may range from the maximum allowed for faculty members at the lowest level, 6%, to the maximum allowed for members at the highest level, 35% (1983-85, p. 84). Informants report that some departments distribute the larger part of this amount equally to all members and recommend a few persons to receive the lesser part for outstanding work or similar reason. As discussed above, the merit pay of department chairs is determined by the deans.

In the current contract, raises have been made partly dependent upon tuition and state appropriations through application of a formula which links the amount the faculty members receive for "special payments" to the amount of revenue received by Oakland (1983-85, p. 94). This procedure permits the parties to settle the issue of pay at

the time the two year contract is signed while taking into account budgetary uncertainties.

There have been only two changes in the methods by which pay is determined. First, when a supervisory or executive employee is assigned full-time teaching duties and becomes a member of the bargaining unit, Oakland may set that member's salary for a period not to exceed five years, "free of level restraints" and other constraints of the contract (1983-85, p. 49). The recent addition of this provision to the contract is a minor increase in the authority allowed the administration. Informants report that an intended use of this provision was to allow an administrator to return to teaching, perhaps just before retirement, without the administrator experiencing extreme reduction in salary. Thus far, Oakland has found that faculty salary levels for the high seniority, high rank positions adequate to have permitted the one administrator who did so shift jobs to do so without the use of this provision.

The second change in authority to determine salaries involves a type of merit pay. A new provision allows the administration to grant the title "distinguished professor" to a professor for the rest of the professor's active service at Oakland (1983-85, p. 4). The administration must consult with the Faculty Re-Employment and Promotion Committee in granting this title to a professor. In



addition, the administration may give such a person \$1,000 per year as an annual stipend, for no more than five years. This provision is a minor increase in administrative authority. The faculty are consulted through the F.R.P.C. about the title change, but the administration's authority is clearly decisive. Informants report that this authority has not yet been used.

#### Miscellaneous Working Conditions

In the original contract, Oakland agreed to provide each faculty member with "a suitably equipped office" (1971-72, XVIII. 77.b.). Some of the subsequent earlier contracts point out that this provision does not imply that the offices are inadequate (1974-75, p. 51). According to the current contract, offices will be kept in a "fully serviced condition" only during "those hours that they are needed for regular use for teaching and research" (1983-85, p. 78). This allows the administration a minor increase in latitude of authority in the care of offices during breaks. Informants report that the change has not become an issue. The services lost might include air conditioning and wastebasket emptying during summer if an area were not being used by members who were teaching.

The calendar had previously been negotiated and included as a completed item with the contracts. In recent contracts, only guidelines and limitations have been agreed

to, such as the length of the semesters and limitations on how early or late various breaks may occur (1983-85, p. 77). The administration prepares the academic calendar within these guidelines. This is a minor increase in administrative authority.

#### Educational Policies

A recent addition extends contractual protection to cover the policies and procedures contained in the constitutions of the University (1983-85, p. 76). Among the decisions in which these collegial bodies participate are those involving changes in curriculum and academic standards. Contractual support for these structures, which otherwise exist only by the weight of custom and the will of the Board of Trustees, is a major gain in collegial authority of the faculty. It is now possible to grieve administrative violation of these procedures or unilateral changing of policies by the administration because the contract provides that the procedures outlined in the various constitutions "shall be continued" (1983-85, p. 76).

The faculty enjoys a relatively strong influence in academic decisions. Informants report that minor curriculum changes are made at the school level with faculty recommendation and that major changes are not made by Oakland without faculty approval. Changes often originate in departments and are reviewed by the faculty at a number

of levels. Some program additions and curtailment have been initiated by the administration or ad hoc committees which were created by the President and included faculty among the members. Faculty members are involved in development of such changes and the changes are made with the faculty's approval. The formal authority of the faculty, described in the various constitutions and now protected by the contract, is to propose, review and recommend at various levels. Decisive authority for major changes rests with Oakland. Oakland's custom of securing the faculty's approval must be understood within this context. Oakland could proceed with major changes in the face of faculty disapproval. Under some conditions, informants report, faculty approval may be acquiescence to the inevitable. However, informants also point out that if the administration were to proceed with a change for which it had not been able to secure a positive faculty recommendation, the administrator(s) involved would lose face before the Board, the faculty, and the other administrators.

#### Grievance Procedures

Two changes have been made in the grievance procedures, one of which decreases and one which increases the collegial involvement of the faculty.

First, the original contract provided that after the initial discussion between the aggrieved faculty member(s)

or Association and the designated representative of Oakland, the grievance might be turned over to the University Appeals Committee, if either party so requested (1971-72, XII. 50. - 60.). This committee was composed of three members selected by the Association and three by the administration. If this committee could reach an adjustment following a hearing, it was to be binding on all parties. If not, the grievance could be carried to the President of the University and finally to arbitration. In the current contract this committee has been dropped. Now, grievances are first carried to the designated administration officer. If necessary, they are taken next to Vice President for Academic Affairs, and then to arbitration if the Association wishes (1983-85, pp. 72-74). The faculty has lost a collegial role in the elimination of the hearing structure. Throughout the current procedures the faculty do share with the administration the authority to mutually settle grievance. There is no hearing, however, until the arbitration stage. This is a minor loss of collegial authority for the faculty.

The second change in the grievance article is the addition of the provision that the Association may be present at any of the stages of the grievance procedure (1983-85, p. 74). In the original contract, the Association is not necessarily present at the first step meeting nor the third step meeting, which is with the President (1971-72,

XII. 58.)). The agreements which might result from these meetings cannot violate the contract, and the Association is given a copy of any agreement reached. However, the Association now has a more active role in the grievance process by having the right to be present at all steps. This is a minor gain in authority of the collective faculty.

#### Total Changes at Oakland University

Overall a total of fifty-nine changes were made in rights and power since the signing of the original contract at Oakland University. Seven of these changes are of major importance, and the rest of minor importance. When these are weighted "two" and "one", respectively, the total of changes becomes sixty-six. Of these 59% are gains for the faculty.

Compared to the other institutions examined in this study, Oakland has fewer gains for faculty than typical, ranking seventh among the nine institutions. This is unusual in that the Oakland University faculty has a long period of being organized for collective bargaining, and length of organization is generally contrast to this general pattern, O.U. ranks 2nd in length of time organized and 7th in gains for faculty. The anomaly may be explained, in part, by the extensive rights and power that the Oakland faculty secured in the original contract.

## CHANGES AT SAGINAW VALLEY STATE COLLEGE

### Introduction

S.V.S.C. was formed in 1963. Its mission was to offer four-year liberal arts programs to the region. S.V.S.C. is located in the highly populated southeastern section of Michigan, about 100 miles north of Detroit and within commuting distance of four major industrial cities in Michigan: Saginaw, Midland, Flint and Bay City.

Partly because of the recency of its creation, S.V.S.C. has a high proportion of faculty members with a Ph.D. degree (80%) compared to other state colleges in Michigan. It is the second lowest in proportion of faculty members tenured, probably also because of its recent origins and also its pattern of rapid growth.

The faculty numbers 121 and the student body well over 4,000 (Michigan Department of Education, 1983). Of the nine four-year institutions examined here, S.V.S.C. has the highest rate of growth of enrollment over the last two decades. The recency of its creation may be a factor. However, this growth occurred despite unfavorable economic and population changes in the region, caused by declines in the auto industry, which have created problems of stagnant or declining enrollments for other higher education institutions in the region. Among the nine institutions examined in this study, S.V.S.C. is the only one which has

had no experiences with either actual or attempted layoff or faculty reductions of any kind or amount.

S.V.S.C.'s programs have grown out of basic liberal arts curriculum and include primarily bachelor's degree programs and a few master's degree programs of study.

The faculty of S.V.S.C. voted to become organized for the purpose of collective bargaining in 1972 and selected the Michigan Education Association as its affiliate. Four contracts were bargained between 1972 and 1984. During these years the faculty has not gone out on strike.

In the negotiation of the successive contracts, the faculty has made a relatively high proportion of gains in power and rights (78%) and ranks third among the nine institutions for proportion of such gains. The faculty enjoys relatively extensive rights and power in a number of areas, in contrast to faculties of other colleges, in such areas as faculty involvement in faculty evaluation and curriculum decisions and faculty influence over the department head. The department heads are members of the bargaining unit, a characteristics of only three of the nine institutions, and of only S.V.S.C. among the state colleges.

Of the total of changes made in power or rights since the signing of the original contract, six were of major significance. These are: addition of agency shop, development of a method of weighting and ranking sabbatical leave applications, establishing of a maximum length to the

probationary period faculty members may serve, creation of a pre-tenure status which provides a more secure appointment for some advanced probationary faculty members, creation of a collegial Academic Policies Review Committee and expansion of the types of grievances subject to binding third party decision.

#### Association Rights

Two changes were made in Association rights, the most important of which was the addition of agency shop. In the original contract, membership in the Association or payment of a service fee was not a condition of employment. A modified agency shop clause was added which requires that members of the bargaining unit, all of who are represented by the Association, must either join and pay dues to the Association, or pay a service fee, or have a penalty fee equal to the dues or service fee deducted from their salary (1981-84, p. 34). This is a major gain in collective authority of the faculty and has had important consequences for the Association.

Informants from the faculty and administration report that prior to this change a minority, approximately 37 of the 85 bargaining unit members were members of the Association. Now the great majority belong. Only four pay the penalty and none the service fee, according to administrative informants. The increase in membership has



been advantageous to the Association in terms of bargaining power, finances and manpower. Faculty informants report that a number of persons who had previously not been members are now active and sharing the responsibilities of leadership. However, a negative result has been that some of those who have joined the Association continue to have anti-union sentiments and are sometimes vocal at meetings. Overall, the faculty informants define the change as positive and of major significance.

The second change in Association rights is the provision that allows faculty members to have a representative of the Association present in contracts with supervisory persons when the faculty members believe it is necessary, not just when the faculty members are being reprimanded or disciplined (1972-73, p. 19; 1981-84, pp. 6-7). This change is a minor improvement in individual rights of faculty members.

#### Employment Decisions

Seventeen changes were made in the procedures and policies by which employment decisions are made. Included among these changes are the increased effectiveness of collegial committee recommendations, increased faculty influence in tenure decisions through faculty evaluations, automatic consideration for promotion upon completion of years in rank, greater restriction of administrative

authority in procedures for discharge and maintenance of members' files and the dropping of the restriction on administration hiring of part-time faculty.

Two changes were of major significance. One is the creation of a pre-tenure employment status which gives probationary faculty members some tenure-like protection after four years of service. The other is the establishment of a maximum length for the probationary period.

#### Recommendations

The most important of the two changes in this area is the alteration of the composition of the Professional Practices Committee, the primary review committee for employment decisions. Originally this five-member committee was composed of four faculty members elected by the bargaining unit and the Vice President for Academic Affairs, who chaired the committee and could vote in the case of ties (1972-73, p. 29). This structure formally gave the faculty an 80% majority on the committee. In practice the distribution of influence would probably differ. The faculty members would not necessarily vote as a bloc. Faculty members from the various disciplines have different perspectives on many issues. Furthermore, the Vice-President's position within the institution and as chair of the committee would give him greater influence than any other single member.

Currently the committee is composed of six faculty members elected by the faculty, three deans and the Vice-President for Academic Affairs, who serves as the non-voting chair (1981-84, p. 22). This composition gives the faculty a 67% voting majority, a reduction from the original 80% faculty majority. If the Vice-President's influence as non-voting chair is taken into account, faculty influence on the committee is further reduced.

Although this change is a minor reduction in the collective influence of the faculty, both the faculty and the administrative informants report that the faculty and the administrative informants report that the committee's recommendations are now more effective because the recommendations are now much more likely to be followed by the administration than previously when the committee had a somewhat greater faculty majority. According to both, now there are very few instances of the committee's recommendation not being followed. Inclusion of deans on the committee appears to be the cause of its recommendations being more effective. The earlier committee structure included no deans, and deans were not consulted by the committee when making recommendations. The deans are typically the first level of administrative review in institutions, such as Saginaw, where the department chairs are members of the bargaining unit. The deans' recommendations usually have great weight within the

administration because of the deans' familiarity with faculty performance. The recommendations of the committee in its earlier structure did not reflect the judgement of the deans and might be opposed by the deans. Consequently, the committee's recommendations were frequently overturned. Currently, deans are represented on the committee, and the committee's recommendations are usually followed by the administration.

Faculty informants report that the faculty and administration members are rarely split, with the faculty on one side and the administration on another side of a vote. Consequently, split votes are not usually seen as a result of faculty-administration conflict. If the vote of the committee is divided five to four on a particular recommendation, the committee's recommendation might not be decisive. But if the split is six to three or less close, the committee's recommendation is almost always decisive. Informants could think of only one such split in which the committee's recommendation was overturned. The committee recommended denial, but the administration overturned the recommendation. Administrative and faculty informants here and at other institutions report their impression that the faculty members are perhaps more inclined to more harsh personnel decisions or using exacting standards in such decisions than are administrators.

Although the committee's recommendations are more often followed than not, the faculty has not necessarily gained influence. Indeed, on the basis of informant's reports, the opposite seems to be true. Apparently higher administration accepts the newly-structured committee's recommendations because deans, as members, now influence the outcome of the committee's deliberations. If the committee's actions represents an administrative viewpoint now more than before, the change has reduced faculty influence to a minor extent. The committee is less representative of the faculty than before the change.

In a second change in this area, the Professional Practices Committee (discussed immediately above) has had its responsibilities expanded to include (1) review of discipline decisions, (2) review of the faculty evaluation team records when review is requested by the evaluatee and (3) shared responsibility with the administration to define terminal degrees in new fields (1972-73, p. 30, 35; 1981-84, p. 27, 31, 34). This is a minor increase in the authority of the faculty.

### Evaluation

Three minor changes have been made in evaluation. One of these is expansion of the influence of the faculty evaluation teams. In each school which has any probationary faculty members is an evaluation team composed of three

faculty members (1981-84, p. 30). The first member is appointed by the dean, the second by the Association, and the third is selected by the first two members. The reports of the evaluation teams include recommendation of appropriate employment action, such as reappointment, discharge, or other. However, the formal collegial recommendation is made by the Professional Practices Committee. The evaluation teams' reports which are placed in the Professional Practices file kept for each member, are basic documents used in the recommendation process.

In the original contract, the evaluation teams evaluated probationary faculty members during each of the probationary members' first two years at Saginaw (1972-73, p. 40). Currently, the teams make these evaluation and also evaluate faculty members once and sometimes twice immediately prior to their being considered for tenure (1981-84, pp. 29-30). Now the evaluation teams have influence over tenure decisions as well as reappointment decisions. This is a minor increase in the collegial authority of the faculty.

In a second change in evaluation procedures, the criteria which may be used in evaluation have been made more explicit (1971-72, p. 38; 1981-84, p. 28). Denial of tenure or reappointment are formally administrative decisions. The major significance of this change is to restrict somewhat

the grounds for denial. Consequently, this change is a minor restriction on administrative authority.

Clarification of criteria has had consequences. Informants report that a denial of tenure based on inadequate performance of non-teaching duties was overturned in an arbitration. The faculty member involved in the arbitration has been positively evaluated as a teacher. As the arbitrator interpreted the contract, teaching effectiveness is the major criterion. This is implied in the contract provision that pre-tenured faculty members shall be evaluated according to: "(1) effectiveness of classroom teaching; (2) student class evaluation surveys and (3) contributions to the department or discipline" (1981-84, p. 30). In a related case a faculty member was reinstated through an arbitrator's decision. The faculty member in question had received positive evaluations and had been promoted, but in a subsequent year was not retained. There was no claim that performance had deteriorated in the year between the granting of promotion and the failure to reappoint. The arbitrator stated that there was insufficient basis for denial and awarded reinstatement.

On the basis of this and the above case, it would appear that the explication of criteria has restricted the authority of the administration with regard to grounds which may be used for denial.

Administration and faculty informants both report that there is controversy over evaluation criteria for a number of reasons. The evaluation teams vary in the extensiveness of their review and the strictness with which they apply standards. The Professional Practices Committee is aware of these variations and takes these into consideration in assessing the evaluatee. There is sometimes disagreement within the faculty over the extent to which teaching, research and service should be weighted. The line of division on this issue is sometimes drawn between an evaluation team and the Professional Practices Committee. Administrative informants report that the greatest weight is currently given to teaching, less to research and least to service. There is some movement within the faculty to give more emphasis to research than has been done in the past. Currently Saginaw emphasizes teaching, and faculty teaching loads of 12 credit hours per semester do not allow extensive time for research.

The third change in evaluation procedures is the provision that the faculty member being evaluated may add certain material to the evaluation report. The evaluatee's vitae is now a necessary part of the report. Now the member may add comments written by colleagues if the member so wishes and may also submit "comments, responses and materials" as desired (1972-73, pp. 41-42; 1981-84, pp. 31-



32). This change is a minor increase in the individual faculty member's rights.

### Reappointment

The rights of the individual faculty members have been significantly increased by the addition of an advanced category of probationary appointment, that of pre-tenure, which has some of the qualities of a tenured appointment.

The original contract provided for two categories: probationary and tenured (1972-73, p. 39, 46). Under the current contract, after a faculty member completes the fourth consecutive year on probationary appointments (or less, if prior service is credited), the faculty member achieves pre-tenure status (1981-84, p. 29). After two or three years on pre-tenured appointments, the faculty member must be granted tenure or terminated (1981-84, p. 29).

There are a number of advantages for the faculty member to pre-tenure status in contrast to probationary status. First, the grounds for non-renewal of appointment are limited to inadequacy or incompetence (1981-84, p. 33). Also the Professional Practices Committee's review is required in cases of non-renewal of pre-tenure appointment (1981-84, p. 33). Further, non-renewal may be grieved to final and binding third party decision in the event that the Professional Practices Committee has not recommended the

non-renewal (1981-84, p. 33). This change is a major improvement in the individual faculty member's rights.

Faculty and administrative informants agree that this change has compelled the administration to make earlier decisions about retaining new faculty members. As a consequence, there now is a more thorough scrutiny of faculty members during their first few years at Saginaw. In recent years, four non-tenured faculty members have received negative evaluations and have been notified of impending termination together with specific reasons for this decision. In three of the four cases, the faculty members were able to eliminate the inadequacies and subsequently receive positive evaluations.

### Tenure

Two changes have been made with regard to tenure. The most important of these is the establishment of a maximum time limit to the period during which a faculty member may be employed as probationary. The original contract did not specify any limitation to the years a member might serve before being tenured. The current contract provides that after four years, a probationary member acquires pre-tenure status (1981-84, p. 29). The faculty member may remain in the pre-tenure status for a maximum of three years after which the member must be tenured to be retained (1981-84, p. 29). Faculty informants report that this change is an

important one. This is a major increase in the individual faculty member's rights.

A second change in tenure provisions is a minor limitation of the individual faculty member's rights. It is now provided that a faculty member may be considered for tenure only twice (1981-84, p. 33). The member may appeal denial to binding third-party consideration through the Reappointment and Tenure Commission. If a second denial is appealed and upheld, the faculty member cannot be renewed. Faculty informants point out that the faculty as a whole are not necessarily opposed to this provision. If a member is denied tenure in the first review, the written basis for denial provides the members with information which may be used in correcting inadequacies. If the second review results in denial, the faculty and administration may well be in accord in the decision that the member should not be tenured.

### Promotion

Two minor changes have been made in the provisions for promotion. One requires that members be considered for promotion when they have completed the specified years in rank unless the member expressly requests not to be considered (1981-84, pp. 28-29). Earlier contracts provided that the specified years in rank were minimum time intervals required before consideration for promotion to the next

rank. The early contracts did not require that the member automatically be considered for promotion upon completing these minimum years (1971-73, p. 38). In neither the old nor the new provisions is promotion guaranteed upon completion of years in rank. Administrative informants report that this provision has not led to excess numbers of reviews for promotion. Generally, when a faculty member anticipates that granting of promotion is unlikely, the member withdraws his/her name from consideration for promotion, as allowed under the contract, rather than be formally denied promotion. The consequence of this change is to give the individual faculty member greater control over when review for promotion will occur. After the requisite number of years in rank have been served, the member decides in which year to be reviewed for promotion. The member need not wait upon a recommendation arising from a collegial body or an administrator. This change is a minor gain in individual faculty member's rights.

The second change in promotion provisions is the dropping of the provision, given in earlier contracts, that specified the sum of money the administration was to expend in promotions and merit raises (1972-73, p. 76; 1981-84, p. 53). Now the administration has been given greater freedom to determine what number of promotions it shall grant. This is a minor enhancement of administrative authority. Informants from the faculty report that the number of

promotions granted has not been an issue. The number granted has varied with the number of faculty members eligible for consideration for promotion. High turnover in some disciplinary areas, such as business, periodically increases the number eligible, as in last year when a relatively large number of promotions were granted.

### Transfers

The provision has been added that when a faculty member transfers out of a department the administration must fill the vacancy if the major or the student hour productivity would be harmed (1981-84, p. 17). This is a minor restriction on administrative action. Administration and faculty report that the transfer provision has not yet been used. However, informants report that when a position is lost due to attrition, the administration examines the needs in various areas and may hire a replacement in a different department than that from which the member was lost. Such replacement procedures allow for adjusting to changing enrollment patterns or program priorities. The definition of "need" in these cases is an administrative prerogative as, presumably, would be "harm" in the above transfer provision.

### Discipline and Discharge

Two minor restrictions of administrative authority have been added in these areas. First, just cause has been extended to cover all discharge cases, not just discharge of tenured faculty members (1972-73, p. 47; 1981-84, p. 33). Second, procedures in disciplinary action have been tightened up by the requirements that: (1) the member be notified of the disciplinary action within 30 days of the alleged misconduct or the matter be dropped ; (2) the administration respond similarly to similar incidents of misconduct and (3) that any written material involved be brought to the attention of the affected faculty member (1981-84, p. 34). Faculty informants report that this addition was cited in a grievance which was resolved in the earlier steps, short of arbitration.

### Personnel Files

Two files are kept on each faculty member: the personnel file and the Professional Practices Committee file (1981-84, p. 25). The personnel file contains pre-employment material and all memos of appointment and is kept in the personnel office. The P.P.C. files are kept by the deans and contain documents used in making recommendations and evaluations as well as material regarding the member's employment status. Two restrictions on administrative authority in the handling of members' Professional Practices

Committee files have been added. One requires that intra-administration memos regarding a faculty member must be added to the member's file and the member notified (1981-84, p. 26). Administration informants explain that this has been interpreted to refer to memos questioning the faculty member's actions or leading to discipline or other action against the matter. Routine memos referring to assignments, overload pay, etc., are not covered by this clause.

Another addition is the requirement that there be a master list of all the material which is in the member's file with each item in the file numbered serially by date and indexed accordingly (1981-84, p. 26). This provision would reduce, if not preclude, the possibility of material being added retroactively or being removed from the member's files. Responsibility for creating and maintaining the index rests with the individual faculty member. In practice, compliance has been voluntary and spotty. Administration and faculty informants report that many faculty members' files are in shambles. A request sent to each such member to comply with the provision by the Professional Practices Committee recently received responses from only about one-third so notified. In practice, it appears that the provision has allowed faculty members who believe they are vulnerable to protect themselves by compiling and maintaining the index.

Miscellaneous Employment Decisions

Administrative authority has been increased by the waiving of the provision which restricts the use of part-time faculty. In a series of changes in earlier contracts, this provision had been made progressively restrictive of administrative authority before it was waived in the 1983 extension of the most recent contract. In the original contract, the part-time to full-time ratio could not exceed that of the previous year as measured by credit hours taught (1972-73, p. 15). In subsequent contracts the ratio was specified as 1:4 and the requirement added that if the ratio reached 1:3 within a department; the department, the dean and the Vice President for Academic Affairs would meet "to address the excessive reliance upon part-time faculty and to design a plan to rectify this excessive reliance" (1981-84, p. 11).

In the extension of the agreement of March 1983, the parties agreed to a number of cost-cutting measures, including the understanding that:

Both the College and the Association recognizes the importance of recruiting full-time faculty to achieve the 4:1 ratio; however, judicious use of part-time faculty will be made during this period of financial difficulty (Amendment to the SVSC/SVSCFA Agreement 1981-84, p. 2).

Informants of both parties agreed that this means that the 1:4 restriction has been temporarily waived. The parties are currently negotiating the successor contract to the 1981-84 contract and have not lifted the waiver. This



current waiver removes restrictions on the administration's use of part time faculty members. This is a minor gain in administrative authority.

Informants from both parties agree that this is a problem area. The provision as it stood in the 1981-84 contract, prior to the waiver, presented difficulties to both. Both referred to criticism from the North Central Association accrediting agency for the failure of the College to consistently keep within the 1:4 requirement.

Administrative informants point to three problems encountered in trying to meet this standard. First, financial restraints limit the College's ability to hire new full-time faculty members. Second, in some competitive areas recruitment is a problem. Simply finding viable candidates for such full-time positions is difficult. Third, faculty members' preferences in teaching assignments and their attitudes toward the use of part-time instructors may cause variation among departments in the ratio. For example, faculty members within a department may prefer not to teach particular, frequently-offered courses. Reliance on part-time faculty in such a department may be extensive. In other departments, faculty may not wish to have courses taught by part-time faculty members and may cover all courses with full-time faculty members. Administrators here, as at other institutions, complain that sometimes the faculty members of a department do not approve of candidates

for part-time instruction off-campus but may not themselves be willing to teach off-campus.

Another major problem is monitoring the ratio, faculty informants report. The ratio is determined by credit hours taught; it is calculated for each department; and release time of faculty members must be taken into account. Faculty informants also point to weakness in enforcement procedures and conclude that the provision has not been as useful as it might appear to be in preventing over-ratio dependency upon part-time faculty members.

A second change in the miscellaneous employment provisions is increased restriction on the use of temporary faculty members. All of the contracts permit the use of temporary faculty members for specific purposes, "...such as temporary replacements for regular faculty members or experimental new programs" (1972-73, p. 16). The original contract provided that when the special purposes were no longer applicable, the temporary faculty member would no longer be employed. Phased in over two contracts is greater restriction. Now use of temporary faculty members is limited to two years when hired for experimental programs and for one year if hired for other purposes, unless prior approval of the Association has been secured for a longer time period (1981-84, p. 12). Informants report that this minor restriction of administrative authority has not

created problems. Routine approval by the Association has been forthcoming.

#### Working Conditions

Twenty-four changes have been made in this area. Half of these define professional responsibilities of faculty members. Four of these affect the times during which classes are offered, three refer to class cancellation, two to summer school teaching assignments and three to non-teaching duties. Six changes have been made in leave procedures, four in sabbatical leave. Five changes have occurred in procedures for department resource determination and use, most of which increase the authority of the departmental faculty. Provisions for outside work have also been changed. Each of the above changes is minor in consequence except for the reduction of administrative authority in the process by which sabbaticals are granted.

#### Professional Responsibilities

Twelve minor changes have been made in the provisions defining the duties of faculty members. Four of these changes involve when faculty members may be required to teach.

One change broadens the time of day restrictions. The original contract required a member's consent before assigning classes earlier than 8 a.m. or after 10 p.m. and

before allowing less than 12 hours between the end of one day and the beginning of the next (1972-73, p. 11). The twelve hour clause has been retained, and the hours have been expanded to 7:30 a.m. and 11 p.m. (1981-84, p. 7). The Association's consent is now required before assigning classes that end at 11 p.m., but "(t)he Association...may not refuse against the faculty member's wishes" (1981-84, p. 7). The consequence of this change is a minor reduction of the rights of individual faculty members to control the times they teach.

A second change restricts the administration assigning classes between 4 p.m. and 5:30 p.m. on Thursdays during which faculty meetings may be scheduled (1981-84, p. 7). This is a minor restriction on administrative authority.

A third change reduces the frequency with which evening classes may be assigned to a faculty member. No more than two evening classes per semester could be assigned without the faculty member's consent under the original contract (1972-73, p. 11). Now no more than three evening classes during two semesters may be so assigned (1982-84, p. 7). This is a minor increase in individual rights.

A fourth change is the addition of the requirement that when faculty members do not give a final exam, they must be in their offices during the time that the exam is scheduled (1972-73, p. 20; 1981-84, p. 15). This is a minor reduction in individual faculty member's rights.

Three changes involve cancellation of a class or a course. One change expands the conditions under which a faculty member may decide to cancel a class. The original contract provides that temperature extremes are sufficient cause to allow a faculty member to cancel a class (1972-73, pp. 26-27). Now excessive noise is also sufficient cause (1981-84, p. 21). This is a minor increase in the rights of individual faculty members.

A second change regarding cancellation is the addition of minimum class size standards of nine students for a 100 level course, down to five students for a 400 level course (1981-84, p. 8). If enrollment is below these levels, courses may be cancelled by the administration. Implied is the converse, that classes with enrollments at or above these levels, courses cannot be cancelled. This change is a minor restriction on the authority of the administration. Faculty informants explain that a major reason for the addition of this restriction was to assure that the upper level courses necessary for certain programs would be taught and the programs remain viable.

A third change in this area is the added provision that a faculty member who is underloaded for any reason shall be assigned other duties to make up a full load (1981-84, p. 8). Informants explain that the purpose of this addition is to clarify the administration's authority to assign additional work to faculty members underloaded because of

cancellation of a course or because their total credit hour assignments falls slightly short of the 24 hour maximum. In the latter case a faculty member may refuse to teach an additional course which would bring the faculty member's total load to over 24 hours. Administration informants report that in such cases the administration has the authority to assign administrative duties to the underloaded faculty member, such as studying and reporting on the advisability of restructuring certain course offerings or course content. Failure to accept such assignments might lead to discipline. Faculty informants report that such work might be assigned at the departmental level, but that anticipated or actual instances of failure of departments to do so has created some concern among some deans and led to the addition of this minor enhancement of administrative authority.

Two changes have been made in the provisions for summer school teaching. Saginaw's academic year includes a fall and a winter semester and two shorter sessions during the spring and summer. Faculty members who teach a full load (six hours) during either the spring or summer session will receive one-fifth of their salary for the regular academic year appointment (1981-84, p. 15). Faculty and administration informants report that spring and summer session teaching are important sources of income which faculty members depend upon. Administrative informants

report that thus far the administration has been able to offer summer or spring session employment to all faculty members who want it.

One of the changes in regard to summer school is the addition of the requirement that if the administration cancels a course due to below minimum enrollment, all other courses with equally low enrollment must also be cancelled (1972-73, p. 14; 1981-84, p. 20). This is a minor restriction on administrative authority.

A second change with regard to spring/summer session teaching involves allowing full-time faculty members to displace a part-time faculty member when the full-time faculty member's summer class has been cancelled due to low enrollment (1981-84, p. 14). Under the earlier provision, when one of a faculty member's summer or spring session courses was cancelled, the faculty member could be paid on a pro rata basis for the remaining course or could decline to teach the remaining course if a substitute were available, or the administration could choose to displace a part-time faculty member to provide the full-time faculty member with another class to teach (1972-72, p. 20). In the current provision, similar options remain except that the displacement of the part-time faculty member is now done at the discretion of the full-time faculty member, not the administration (1981-84, p. 14). This is a minor gain in individual rights.

Three changes deal with non-teaching aspects of faculty members' work. First, administration authority over research grants written by faculty is made clear in the change from "in coordination" with the College to the current provision that faculty members do so "in coordination and in agreement with the College" (1972-73, p. 22; 1981-84, p. 16). This is a minor increase in administrative authority.

A second change also involves grants. Added is the provision that when the College secures a grant, any faculty member designated in the application has the right of first refusal for work under the grant (1981-84, p. 16). This is a minor restriction in the administration's authority to assign work.

A third change in non-teaching duties is the addition of a provision allowing the President to select one College function a year which the faculty are required to attend (1981-84, p. 13). Attendance of College functions was voluntary under the terms of the original contract (1972-73, p. 20). With the new provision the President was expected to designate graduation as the event which faculty members must attend because faculty attendance at graduation had been poor in earlier years. Informants report that the President surprised both faculty members and other administrators by requiring attendance at orientation, a three-day "event." The Association did not grieve the



action. Informants believe that, in the future, an event will be understood to refer to one day occasions such as graduation.

### Leaves

Of the six changes made in provisions for leaves of absence, four involve sabbatical leaves. The most important of the changes are two regarding sabbatical leaves which reduce the authority of the administration in the granting of sabbatical leaves. One of these changes alters the method by which the applications for sabbaticals are rank ordered. Under the original contract, the faculty, through the Professional Practices Committee, recommended and the administration granted sabbaticals (1972-73 p. 29). The Professional Practices Committee is a faculty/administration committee with a faculty majority. The "College will give due consideration to applications for sabbatical leave," according to the original contract, and will consider "seniority and service" and also "reciprocal advantage to the College..." (1972-73, pp. 71-72). The current procedures, which have been developed through a few contract negotiations, provide a formula for weighting years of service, quality of service and quality of proposals and combining the ratings of these three criteria to produce a score for each applicant by which the applications may be ranked (1981-84, p. 50). The weights attached to each of

the three criteria change with increasing years of service without a sabbatical so that years of service become an increasingly important factor in the final score computed for the application as years pass without the member being granted a sabbatical. The scores produced by this weighting system are the basis according to which "sabbaticals shall be granted", with the applications of having the highest scores being given priority (1981-84, p. 50). The latitude allowed the administration in accepting or rejecting specific applications once the Professional Practices Committee has recommended them is eliminated in this major reduction in administrative authority. Administrative authority may still be exercised within the Professional Practices Committee, which is one-third administrative in membership (1981-84, p. 22).

Before the formula given in the current contract was established, different formulas had been used in earlier contracts. One requirement, which was attempted but then dropped, was the provision that faculty members who had served for 14 or more years without a sabbatical "must receive and must take sabbatical leave" (1976-78, p. 110). Informants from the administration and the faculty report that this was found to be an unworkable clause. Had the clause been retained in subsequent contracts, eventually a large portion of the available sabbaticals would have had to be given to persons with 14 or more years of service. Two

objections were raised to this. First, some of the applications forwarded were of poor quality from a faculty and administration viewpoint and some of these may even have been made in jest. Second, not all of the faculty members with 14 or more years of service wanted to take sabbaticals. For these reasons, the clause mandating sabbaticals was dropped.

Another idea which was tried and rejected was giving extreme weight to years of service since last sabbatical. The three criteria, length of service, quality of service, and quality of proposal are each given a weight of one-third for an applicant with six years of service in the current contract (1981-84, p. 50). These weights are shifted for members with greater service up to nine years of service when a weight of one-half is allowed for years of service and proportionately less for the other two criteria (1981-84, p. 50). In an earlier contract, the criteria were weighted one-third each for faculty members with six years of service, as in the current contract. But for applicants with nine or more years of service, the weight of one was attached to years of service and no weight to either quality of service or quality of proposal (1976-78, p. 109). The reason for reducing this extreme weight attached to years of service in the more recent contracts was, as discussed above, the realization that the quality of proposal is of concern to faculty members. Members with highly meritorious

proposals might be compelled to wait for a year or more while members with marginal proposals could be granted sabbaticals under a system of high weighting of years of service.

A second change which reduces administrative authority in the granting of sabbaticals is the addition of upper and lower limits governing the number of sabbaticals which shall be granted. The original contract is silent on this. The current contract provides that the administration must grant at least 75% of the sabbatical applications recommended by the Professional Practices Committee unless more than 18% of the faculty would be on sabbaticals that year or unless there is a financial exigency (1981-84, p. 50). This is minor reduction in administrative authority.

These two changes in sabbatical procedures--the formula for weighting and ranking applications and the specification of the range of number of applications which must be approved--have together much reduced administrative discretion in the granting of sabbaticals. Faculty informants report confidence in the new procedures. Applicants who are rejected are unlikely to grieve under the new provisions because their application will have a better chance in the subsequent year when the weighting for years of service will increase as the years of service increase.

The third and fourth changes in sabbatical leave procedures alter the rights of the individual faculty

member, In one, the faculty members taking sabbatical leaves now have four alternative arrangements of length of time off and amount of pay to select among, rather than the two as in the original contract (1972-73, p. 71; 1981-84, pp. 50-51). Under both contracts, the individual exercise choice "where practical, in the judgement of the administration..." (1981-84, p. 50). This is a minor increase in the rights of the individual faculty members.

The final change under sabbatical provisions is the addition of the requirement that the faculty members taking sabbaticals must sign promissory notes agreeing to repay the funds received from Saginaw while on sabbatical leave should they not return to work for Saginaw for at least one year following the sabbatical (1981-84, p. 51). This is a minor reduction in the rights of individual faculty members. Faculty and administration informants report that there is cause for this clause. A faculty member embarrassed both parties by failing to return and apparently attempting to secure a new position elsewhere while trying to retain the position at Saginaw Valley. The administration pursued a lawsuit, but the faculty member has moved out of state.

The other two changes made in leave provision involve procedures for taking personal leave days and responsibility for locating substitutes when faculty members are sick.

Five personal leave days are provided for faculty members to take for religious holidays, personal business,

and so forth. The earlier contracts did not require prior notice or administrative permission, but did require that the courses missed be rescheduled or covered by someone else (1972-73, p. 71). Changes have been made in these provisions over the last three contracts. Currently, 24-hour notice is required for any personal leave taken, except for emergencies; and prior approval is required when leave is taken for two or more consecutive days (1981-84, p. 49). These changes are a minor restriction in individual faculty members' rights.

A related change which does not alter rights, but does increase benefits, is the provision that if classes are rescheduled or covered by a qualified faculty member when faculty members take personal or sick leave, the absent members will not be debited with the personal days or sick days taken (1981-84, p. 49). It is conceivable that this might, in practice, provide unlimited personal leave and unlimited sick leave so long as classes are covered. Informants from the administration and the Association report that this possibility has not been realized. Faculty members are generally responsible with regard to meeting their classes and usually do not make excessive use of these types of leave. An exception to this general rule is the combination of the above provision with that providing substitute pay, at the rate of part-time pay, for faculty members substituting for absent colleagues (1981-84, p. 52).

Informants from both the administration and the faculty indicated some concern over the possibility that some faculty members might be tempted to increase a colleague's income by excessive use of the personal leaves and substitute pay provisions.

The responsibility for locating substitutes when a faculty member is ill and misses two or more classes now rests with the "department in consultation with the appropriate Dean..." (1981-84, p. 49). Previously the contract was silent on this matter. This is a minor gain in authority for the departmental faculty. Informants on the faculty report that this may be handled variously within the different departments. In some departments, this may be the responsibility of the department head, who is a member of the department and also a member of the bargaining unit (1981-84, p. 1).

#### Departmental Resources

Five minor changes increase the responsibility of the departmental faculty or individual faculty member regarding professional development funds, the departmental budget, secretarial assistance and teaching assistants.

Two of these changes involve the allocation of professional development funds. All of the contracts provide that members will receive funds to enable them to attend conferences. Any money remaining may be put to a

greater variety of uses than previously allowed, now including purchase of books, professional society dues, etc. by the member or reallocation by the department for another member's conference expenses (1972-73, p. 13; 1981-84, pp. 9-10). This is a minor gain in the individual faculty member's rights.

In addition to the professional development funds allocated to each faculty member under the current contract a lump sum is given to each department. "The method of allocation shall be decided by the members of the department" (1981-84, p. 10). The amount allocated to departments for distribution according to the methods developed by the members of the department is 50% of the amount allocated to the individual members of the department (1981-84, pp. 9-19). This is a minor increase in the authority of the department faculty.

The department's budget, under the original contract, was prepared by the Vice President for Academic Affairs in consultation with the chair of the department, who is a member of the bargaining unit (1972-73, p. 53). The departmental faculty's authority in this matter has increased somewhat in that the department members now prepare their department's budget in conjunction and agreement with the dean (1981-84, p. 39).

The number of secretaries available to do work for faculty members is specified in each contract (1972-73, p.



27)). A provision added since the original contract allows the faculty to select a faculty member(s) to coordinate and prioritize secretaries' workloads and communicate any problems to the administration (1981-84, p. 21). This addition increases the authority to the faculty to a minor extent.

Informants on the faculty report that some faculty members believe that the basic problem is an inadequate amount of secretarial time allocated to the faculty. The added provision does not directly attack this problem. For the full-time faculty of about 120 members, there are allocated seven and one-half full-time secretaries supplemented by 80 hours a week of assistance to the secretaries, both during fall and winter terms (1981-84, p. 21). Administrative informants report that the contract provision originated because of variations among the departments regarding policies for assigning work to secretaries. In some cases work left by faculty members for classroom use might be given low priority. With the added clause, such problems have been solved.

The original contract provides that the administration will provide teaching assistants to faculty members who have large classes (1972-73, p. 17). The teaching assistants, who are work-study or similar student employees, are now allocated by the administration to the department on the basis of the student credit hour production and by the

department to faculty members within the department (1981-84, p. 12). Allowing the department to distribute this resource is a minor increase in departmental faculty authority.

#### Outside Employment

The earlier contracts required that a faculty member secure the prior consent of the dean for any outside employment (1972-73, p. 15). Currently, prior approval is required for working more than one day per week and prior notification for less (1981-84, pp. 11-12). The change allows faculty members to themselves decide whether or not to accept outside employment when the employment is for less than one per week. This is a minor increase in the individual faculty member's rights.

There continue to be some problems with outside employment. Faculty and administration are not necessarily on opposite sides on this issue. Informants from both point to two or three extreme cases, in which faculty members hold down full-time employment elsewhere in addition to their full-time teaching responsibilities with Saginaw. Both report that the performances of such faculty members has sometimes been called into question. In one case, faculty peer pressure was effective in encouraging a faculty member to choose between the two full-time obligations. In the absence of inadequate performance, however, both parties

appear to feel constrained at the prospect of bringing informal or formal pressure to bear, however legitimate such pressure may be.

### Educational Policies

Three changes have been made in this area. Two involve advisory committees and one the addition of a "meet and confer" provision.

The creation of one college committee and the dissolving of another shifted the faculty's advisory role somewhat. The Institutional Development Committee, composed of two each of administrators, faculty members and students, was described in the original contract (1972-73, p. 31). The responsibility of this Committee was broadly defined as aiding the future development of the institution and advising the Board and administration on "all matters which may significantly affect faculty internal and external institutional relationship" (1972-73, p. 31). Administration and faculty informants concur that this Committee was not of significance. For approximately two years prior to the dissolving of the Committee it had not met. Loss of the Committee would appear to be a minor loss of collegial authority of the faculty in long range planning.

The new Committee, the Academic Policies Review Committee, was created before it was introduced into the

contract. This Committee consists of 11 members, of which five are faculty members appointed by the Association, three are administrative appointees and three are students (1981-84, p. 24). Recommendations about changes of academic policies or procedures for admissions, dismissal, financial aid, etc., are presented by the Committee to the faculty for ratification and then to the administration for review and decision (1981-84, p. 24). The addition of this Committee, through which the faculty share in making recommendations in a basic academic area, is a major gain in collegial authority of the faculty.

According to both administrative and faculty informants, the Committee is effective but the scope of its collegial authority is limited in practice. The Committee does consider questions not formally delegated to any other collegial body. The Faculty Senate at Saginaw was dissolved without controversy when collective bargaining was initiated by the Faculty at Saginaw. Informants report that reinstitution of the Senate is occasionally suggested, but without follow up.

Faculty have a relatively strong role in curriculum decision (1981-84, pp. 23-24). Proposals for curriculum decisions changes are reviewed by deans and then forwarded to the Curriculum Committee, which is composed of four faculty members, one student and the Vice President for Academic Affairs, who is the voting chair of the Committee.

Three of the faculty members are appointed by the Association and one is appointed by the Vice President for Academic Affairs. Matters recommended for approval by the Curriculum Committee "are sent to the faculty for ratification" (1981-84, p. 23). After ratification by the faculty, the proposals are submitted to the administration which ratifies or rejects "as a whole each of the individual resolutions" (1981-84, p. 24). Administrative decision in major changes, such as program addition or deletion can be grieved only through an in-house procedure, which terminates with the Board or Control (1981-84, p. 24). Lesser decisions, such as changes of program requirements, may be grieved to binding arbitration. Strong advisory roles where faculty have veto power, such as at Saginaw, are not usually created through collective bargaining, but are often a continuation of pre-contractual collegial structures, such as faculty senates. Usually the authority of the faculty senate rests upon custom and the will of the Board. Contractual provision for shared authority in curriculum change provides enforceability in the event of violation which is not available when authority rests upon custom and the Board's will. At some institutions, the senate's role has been made contractually enforceable through incorporation in the contract of a brief reference to the agreement of the parties to the senate's constitution and bylaws.

Informants point out that despite the faculty's extensive authority in academic matters their control is limited by the administration's authority over the budget and hiring. Adding new positions, hiring part-time faculty, shifting positions between departments and providing faculty time for development of programs are all staffing decisions which may directly affect academic programs. Layoffs; which in Saginaw's contract may occur due to financial exigency, insufficient enrollment, or program discontinuance; may also restructure academic priorities (1981-84, p. 37).

These various ways that non-academic decisions impinge upon academic programs were pointed out by faculty and administration informants at Saginaw, as well as other institutions. Recognition of this connection is also found in the Amendment to the 1981-84 Agreement, made in March of 1983 in response to appropriation hold backs. In addition to economic concessions from both parties, included was agreement of the College to "meet, advise and consult with the Association prior to making any cuts which would affect academic programs" (1983, p. 2). This is a minor gain in authority for the faculty.

Grievance Procedures

Three changes, one major and two minor, have increased faculty rights and authority in grievance procedures. Third part arbitration was extended, informal discussion is no longer required before formal filing of a grievance, and the presence of an Association representative in the early steps of the grievance procedure is now mandatory.

Extension of third party binding resolution to a wider range of grievances is a major increase in the individual rights of faculty members. The original contract provided for two methods of resolution of grievances, one terminating with binding arbitration for some types of grievances and the other terminating with the Board of Control for other types (1972-73, p. 62). Both routes began with presentation of the grievance to the grievant's dean (1972-73, pp. 56-60). If dissatisfied, the grievant could grieve to the Vice President for Academic Affairs. The non-arbitrable grievances could be carried next to the College Conference on Contract Grievances, which was composed of two persons selected by the Association and two appointed by the Vice President for Academic Affairs. A fifth, non-voting member could be requested by either party and had to be agreed upon by both. If the Committee could not agree upon a fifth member, a state mediator could serve as the fifth party, who could not vote, but who gave a written, non-binding opinion on the matter. If the four voting members were unable to

reach a majority decision, which was likely given the composition of the Committee, the matter could then be taken by the grievant to a three-member panel composed of and appointed by Board of Control members. This panel gave a final decision. In effect, the grievant did not have recourse to an outside or neutral third part decision. The administration, through judicious selection of half of the members of the College Conference on Contract Grievance, could present a uniform position on a grievance from the first to the final step of the process.

The College Conference on Contract Grievances has been retained and is now an optional third step for grievances which are arbitrable as well as the third step for the other types of grievances, which may ultimately be taken to the Board (1981-84, pp. 42-43). The procedure by which the members of the Conference are selected in the current contract is somewhat different from that in the original contract, but the Conference still contains an equal number of administrative-selected and faculty-selected members.

The original contract provided that the following types of grievances could be carried to binding arbitration: termination for cause of a tenured faculty member, the College's overriding collegial recommendations for minor curriculum changes, work load, assignments, salary and fringe benefits (1972-73, p. 58). Under the original



contract, grievances over other matter were to follow the route terminating with the Board of Control.

A third grievance route has been added by which some of the types of grievances which were previously non-arbitrable may be heard by a third party with authority to make binding decisions (1981-84, pp. 35-37). By this third route, grievances are ultimately heard by the Reappointment and Tenure Commission, which follows procedures similar to those recommended by the American Arbitration Association. The Reappointment and Tenure Commission (R.T.C.) is composed of two members selected by the Association, two members selected by the Board of Control and a fifth member who is the chairperson of the committee and who votes. The fifth member is selected in agreement by the Board and the Association, who may request an arbitrator to be selected by the American Arbitration Association. The fifth party provides a swing vote which prevents a deadlock.

Informants report that the procedure is similar to arbitration, but that the arbitrators share authority with the other four members, a circumstance to which some arbitrators may be unaccustomed. Informants also report that the two parties, having representatives on the Commission, can have more thorough and frank discussion of the various facets of the case with the arbitrator than would be possible if the two parties were presenting their

cases to a solitary arbitrator as protagonists in the hearing room.

The types of grievances which may be heard by the R.T.C. are non-renewal of pre-tenured faculty members for whom the predominantly faculty collegial review committee (P.P.C.) has recommended renewal, denial of tenure, and discharge of any faculty member. With regard to promotion and sabbatical leave, the R.T.C. may overturn administrative denials if the collegial review committee, the Professional Practices Committee, has recommended for the granting of the promotion or sabbatical. If the Professional Practices Committee, which is predominantly faculty, has recommended denial, then the R.T.C. can concur or can remand the decision back to the P.P.C. for its reconsideration and final decision.

Administrative informants report that there have been very few arbitrations in the past several years and no arbitration since the establishment of the Reappointment and Tenure Commission in the 1978-81 contract (pp. 41-43). Since 1978, there have been three hearings conducted by the R.T.C. Two of these three are regarded as victories for the faculty by faculty informants. One of the two faculty victories involved R.T.C. upholding for the P.P.C. and the other involved granting of tenure which had been denied by the administration. The third R.T.C. hearing involved denial of promotion. The Professional Practices committee

recommended denial with a minority of the Committee voting to recommend granting the promotion. The R.T.C. heard the case, believed that certain accomplishments of the faculty member had not been duly considered by the P.P.C. and so returned the question to the P.P.C. for reconsideration. The P.P.C. voted unanimously to deny in its final decision. The example suggests that the addition of this appeal procedure will not necessarily encourage a predominantly faculty committee to adopt a more lenient posture toward faculty members. The case also points out that faculty and administrative members of a collegial committee may unite in the face of challenge from outside the committee.

Two minor changes have been made in the grievance procedure. A grievant was required to attempt to resolve his complaint through an informal discussion before referring the matter to the Association committee on contract grievances in order to proceed with a formal grievance (1972-73, p. 56). Now "any employee...may present and discuss his complain" but may also proceed directly with the formal grievance (1981-84, p. 40). This is a minor increase in the individual faculty member's rights.

The final change is the provision that the presence of Association representatives is required at the first and second steps of the grievance procedure, the meeting with the dean and the meeting with the Vice President for Academic Affairs or his designee (1981-84, pp. 40-41). In

the earlier contracts, the Association representative was present only if requested by the grievant (1972-73, p. 56). This change is a minor increase in the authority of the Association. Association representatives point out that under both contracts the Association's approval of the grievance is necessary for the grievant to proceed with a formal grievance. Here, as elsewhere, faculty members are not all well-informed on the language or meaning of the various provisions of the contract and sometimes are not clear on what constitutes a grievance. The presence of the Association representative assures that there will be some informed faculty member present when a grievance is presented and when a tentative resolution is perhaps reached.

#### Total of Changes at Saginaw Valley State College

A total of forty-nine changes in power or rights have been made during the twelve years that the faculty at S.V.S.C. has been organized for collective bargaining. Of these, six changes were of major importance. When these are weighted "two" and minor changes are weighted "one", the total of changes is fifty-five. Of these fifty-five changes, forty-three were faculty gains. The proportion of changes which are faculty gains at S.V.S.C., 78%, is greater than that typical of the institutions studied here (68%).

S.V.S.C. ranks third among the institutions in proportion of faculty gains.

## CHANGES AT WAYNE STATE UNIVERSITY

### Introduction

Wayne State University is a major research institution, one of Michigan's "big three" with Michigan State University and University of Michigan. It has several professional schools, including law and medicine, and about one-fourth of its students are enrolled in graduate programs (Peterson 1984, p. 188). With a fall headcount enrollment of about 30,000 (1983), W.S.U. is the largest of the institutions included in this study and the third largest university in Michigan.

Wayne State University originated through combination of a number of colleges providing professional preparation. In 1868, the first component of W.S.U. was established, the Detroit Medical College (Wayne State University Bulletin 1982, p. 7). Education, pharmacy, engineering and liberal arts colleges were subsequently created. In 1933, all were combined and named Wayne University after "Mad Anthony" Wayne, a Revolutionary War general. Wayne University was under the Detroit Board of Education until 1956, when it became a state institution and was renamed Wayne State University.

Over the past 25 years, patterns of enrollment at W.S.U. have followed the direction of Michigan's public four-year colleges and universities on the whole (Michigan

Department of Education 1983)). However, W.S.U.'s increases have been less and its decreases have been greater on the average than the others. For example, from 1960 to 1970, average enrollments among the schools grew by 100%, while Wayne's grew by only 66%. From 1970 to 1980, the schools increased by 13% on the average, but enrollments at Wayne decreased by 13%. From 1980 to 1983, the state average declined by 7% whereas Wayne State's enrollments declined by 11%. In 1981 and 1982, enrollments declined by 6% each year. These declines, together with state appropriation uncertainties, led to the non-reappointment of 59 faculty members and academic professionals and renegotiation of salary adjustments for faculty members (Detroit News 12/25/82, pp. 1A, 3A). Previously, faculty reductions had occurred by attrition--over the past several years the faculty has decreased by about 18%. Enrollment patterns may have stabilized. The fall 1983 headcount shows no decline in enrollment.

W.S.U.'s enrollment declines and state appropriation uncertainties are largely the product of economic decline in Michigan over the past decade. W.S.U. is located in the heart of Detroit, a city whose people have been hard hit by the difficulties of the auto industry, sufficiently so to contribute to the population decline in the region. W.S.U.'s undergraduate programs in particular serve the local area. Of its undergraduates, 97% are from Michigan

and 86% receive financial assistance (Peterson 1984, p. 654). Approximately all but 4% of the student body are drawn from the local area (Barron's Profiles of American Colleges 1976, p. 387). Like most urban colleges and universities, W.S.U. has a relatively high percentage of part-time students, about 33% varying from year to year (Michigan Department of Education, 1983). Given its locale and the student body which it serves, it would be expected that the economic difficulties of Michigan's people would present disproportionately more problems for W.S.U. than most of the other colleges and universities examined in this study. With regard to enrollment changes and layoffs, this appears to have been the case.

W.S.U.'s faculty organized for collective bargaining in 1972 and affiliated with the A.A.U.P. (Douglas 1983, p. 19). Since, they have negotiated five contracts with the administration of the University, covering the years: 1972-74, 1974-76, 1976-78, 1978-81, 1981-83. In 1982 the parties negotiated major amendments to the contract's provisions for salary, benefits and layoff procedures in response to financial difficulties of the University. The parties are negotiating the successor contract at the time of this writing.

In the course of negotiation of various contracts over the years, W.S.U.'s Faculty Association has struck three times: in 1976 for 23 days, in 1978 for two days and in



1980 for 23 days (NCSCBHEP Newsletter 1983, pp. 3-4). Of the various associations examined in this study, Wayne's has struck more often and for a higher total number of days than any other.

A total of 35 changes in rights and authority were negotiated in the five successor contracts (including the major amendments of 1982). Most of these were negotiated in either the 1976 or the 1978 contracts (34% each).

Among the total changes, the most common type of shift of power was an increase in faculty authority (54%); the second most frequent (31%) was an increase in individual faculty members' rights. All of the five major changes were one of these two types of shifts. Faculty authority was increased through expanded faculty responsibility: to evaluate team appointed faculty members; to share in deciding if appealed changes in faculty members' work assignment were appropriate; to advise the administration on departmental and school budgets; and to decisively grant selective salary raises to faculty members. Individual rights were significantly increased in the change which allows members to appeal changed work assignments.

Most of the total changes occurred in the area of employment decision policies (69%), particularly under provisions for promotion and tenure and provisions for layoff and recall. Twenty percent of the changes were made

in working conditions. All but one of these changes in working conditions were of major significance.

#### Association Rights

Two minor changes have increased the authority of the faculty. The bargaining unit has been increased by the addition of lecturers, and fewer types of job actions are now proscribed for Association officers and representatives.

The bargaining unit has been expanded by the addition of non-tenure track faculty members who are appointed or reappointed as "lecturers." Only one or two lecturers had been on the faculty in 1972, according to Association and administration informants. This number has increased to approximately 55 as of this year (1983-84).

Some of these lecturers were originally appointed as such. Some were originally hired in the ranks of instructors, assistant professors, etc., but were subsequently rehired as lecturers because the University wished to continue their employment but could not grant them tenure due to their lack of some essential credential for tenure, such as publication. Term appointments may be granted for a maximum of seven years for regular faculty members, who are in the ranks of assistant professor or above. After seven years, the regular faculty member must be granted tenure or not reappointed (1981-83, p. 43). Lecturers are not eligible for tenure and may be given an

unlimited number of term appointments (1981-83, p. 43). Reclassifying as lecturers faculty members who are not qualified to be granted tenure permits the University to retain faculty members whose worth has been demonstrated. This practice also permits the administration to avoid long term commitment to a portion of the faculty. The experience of falling enrollments has probably encouraged such caution. This practice of reclassifying term-appointed faculty members as lecturers has the disadvantage, from a faculty perspective, of expanding the number of faculty who may work for an indeterminate period of time without the customary protection of tenure, which is important for the realization of academic freedom and exercise of collegial authority.

The contractual change which includes lecturers in the bargaining unit is a minor gain in the authority of the faculty. This inclusion allows the faculty, through the Association, the authority to directly address problems and issues regarding lecturers. The increased number of faculty members within this category presents to the faculty the problem of protecting the rights of bargaining unit members who are not tenured, but this is a problem incurred in the exercise of faculty power. The authority of the administration to hire lecturers has not changed.

In their first contract, the faculty at Wayne State University had agreed that their officers and representatives would not

call, sanction, approve any strike, walkout, slow-down, sit-down, stay-away, boycott...picketing, or any other form of interference which affects the operation of the University (1972-74, p. 9).

The number of these proscribed activities has been reduced. Picketing and boycotting are not listed in the current contract, and the word "approve" has been dropped (1981-83, p. 10). The latter phrase in the above quotation now reads "...or any other form of interference, which materially affects the operation of the University" (1981-83, p. 10). As a consequence of these changes, Association officers and representatives may engage in a greater range of activity and expression in job actions. This is a minor gain in faculty authority.

#### Employment Decisions

About half of the changes at W.S.U. were made in the procedures by which employment decisions are reached. Eight of these changes were in promotion and/or tenure procedures, most of which gave the faculty a greater authority. Of the seven changes made in layoff and recall provisions, four added more alternatives for members threatened with layoff and two changes expanded the faculty's advisory role in the early stages of the layoff decision. Collegial faculty involvement was increased through three changes in provisions for selection and review of department chairs and deans. Personnel file procedures, discipline procedures and equal opportunity provisions were changed. The most

significant change in employment decision policies was the shift in responsibility for evaluation of term appointed faculty members from the chair to the departmental tenure committee.

When the original contract was ratified on May 11, 1973, agreement had not been reached on articles covering tenure, promotion, appointment and reappointment (1972-74, pp. 44-45). Negotiations on these items continued for some time. It was not until the second contract was negotiated that procedures for these employment decisions were agreed upon. The second contract (1974-76) is used here as the baseline against which the current contract is compared to describe changes in faculty rights in these employment procedures.

### Evaluation

The faculty's role in evaluation of term appointed faculty members has expanded. Under the terms of the 1974-76 contract, this was primarily the responsibility of the department chair, who is not a member of the bargaining unit (1981-83, p. 3). After consulting tenured department members, the chair was to discuss with each term-appointed member that member's performance and to file a summary of this review (1974-76, pp. 40-41). The current contract provides that each year "the unit tenure committee shall prepare for each bargaining unit member on a term contract a

written review of his/her professional performance" (1981-83, p. 43). The chair may concur and/or may add "...comments to the tenure committee's written review" (1980-81, p. 43). The chair then discusses the review with the involved member, together with a member of the tenure committee, if either the chair or the involved member so requests (1981-83, p. 43).

According to Association and administration informants, the tenured faculty are more involved in the evaluation of term-appointed faculty under current provisions than under the earlier provisions. This qualitative change in the authority of departmental faculty is an important employment procedure. This is a major gain in the authority of the faculty.

#### Tenure and Promotion

Procedures by which tenure and promotion decisions are made are largely parallel, using the same committees and the same steps. Of the eight minor changes made in these areas, five have been made in these parallel procedures for both types of decisions. These five changes have all enhanced the authority of the faculty, either through changes in the composition or structure of the faculty committees involved or through increased requirement for consultation by the administration. These five parallel changes are discussed first below.

Collegial involvement in tenure and promotion recommendations for faculty members occurs through tenure committees formed at the department, college and University levels (1981-84\3, pp. 46-47). Members of the department and college tenure committees are elected by the faculty members within each unit.

The first change has increased faculty membership on these committees. The 1974-76 contract specified only that the tenure committees be composed of "tenured faculty" (1974-76, p. 43). At Wayne State University, line and staff administrators are often tenured faculty members and, therefore, might serve on tenure committees. A provision has been added in the current contract which excludes "faculty holding administrative positions in offices in the reporting line" from membership on the college and the department tenure committees (1981-83, pp. 46, 47). This change is a minor enhancement of the authority of the faculty.

Under all of the contracts, the department chair is the non-voting chair of the department tenure committee. The dean is the non-voting chair of the college or school tenure committee (1981-83, pp. 42-44). Neither chairs nor deans are members of the bargaining unit. In the current contract, the provision has been added that each of these tenure committees shall elect a bargaining unit member from among the committee members to serve as the speaker for the

committee (1981-83, pp. 46-49). In the event that the department chair appears before a college tenure committee or the dean appears before the University Tenure and Promotion Committee, under the new provision the elected speaker for the appropriate tenure committee shall accompany the department head or the dean (1981-83, pp. 47, 52). This is a minor expansion of the faculty's authority.

There are no departmental tenure committees for departments with three or fewer tenured members (1981-83, p. 47). For these departments, the department chair makes the original tenure or promotion recommendation (1981-83, p. 47). The current contract has made a minor improvement in the authority of tenured faculty members in these departments. Now the department chairs must consult with the tenured members of these departments before deciding which recommendation to make (1981-84, p. 47).

The final step of tenure or promotion recommendations in which the faculty is involved is through the University Tenure and Promotion Committee. This Committee considers all cases in which the college has recommended to grant tenure or promotion but the Provost has recommended not to grant tenure or promotion (1981-83, pp. 51, 61). This Committee may make a separate recommendation to the President if the Committee and the Provost are not in agreement (1981-83, pp. 51, 61). The Committee also advises the Provost on any other tenure or promotion recommendations



which the Provost may refer to the Committee (1981-83, pp. 51, 61). In the 1974-76 contract, the University Tenure and Promotion Committee was composed of seven members selected by the President of the University from a slate of fourteen tenured faculty members nominated by the University Council, a body composed of administrators and faculty members (1974-76, p. 45). According to the current contract, the slate is composed of tenured faculty bargaining unit members, and the committee is appointed jointly by the bilateral Policy Committee of the University Council and the President (1981-83, p. 50). These changes have made the University and Promotion Committee more representative of the faculty. This is a minor enhancement of faculty authority.

In the appeals procedures of the current contract, options for individual faculty members have increased. Ordinarily recommendations to not grant tenure or promotion are not forwarded to the next highest level of review. Under all of the contracts, in those departments which do not have tenure committees, a faculty member who is not recommended for tenure or promotion by the department chair may request reconsideration by the college tenure committee and may appear before the college tenure committee in the course of making this request (1974-76, p. 47). The current contract further permits the faculty member to bring a tenured member of the college with him/her when appearing before the college tenure committee in the course of

requesting a reconsideration of the recommendation not to grant tenure or promotion (1981-83, pp. 53, 63). This is a minor enhancement of the individual faculty member's rights.

In addition to the five above changes in parallel promotion and tenure procedures, three other changes have been made affecting procedures for one or the other decision. These involve service credit and administrative initiation of tenure or of promotion.

Individual rights have been increased with a change in the provisions for granting service credit for instruction performed at another college or university. In all of the contracts, this credit may be waived during the faculty member's first year at the request of the member and with the dean's concurrence (1981-83, p. 43). Waiving service credit permits the faculty member to have a longer time to secure whatever credentials are needed for tenure (1981-83, pp. 42-43). The recent contracts have added the provision that a copy of the new faculty member's request for a waiver of service credit is sent to the A.A.U.P. and that the new faculty member may withdraw the request for a waiver with two months of having made the request (1981-83, p. 43). These new procedures permit the new faculty member to be able to use the advice of the more experienced faculty members or an A.A.U.P. representative about the implications of waiving service credit and alter the original request if

desired. This is a minor enhancement of individual rights of faculty members.

In all the contracts, the "President retains the ultimate right to initiate or review any tenure recommendation,..." (1974-76, p. 46). The current contract adds the provision that when the President initiates a tenure recommendation, "...he/she will first consult with the tenure committee in the appropriate unit..." (1981-83, p. 52). The faculty have secured an advisory role in these decisions. This is a minor increase in faculty authority.

The tenure committees' authority has been reduced to a minor extent in the review process for promotions to assistant instructor. The committees made recommendations for promotions from instructor to assistant professor under the 1974-76 contract (1974-76, p. 49). Tenure committee involvement is no longer necessary for these promotions, which may not be made by administrative authority or which alternatively may proceed through the committees (1981-83, p. 55).

#### Discipline and Discharge

In procedures for discipline and discharge, a minor individual right has been added. Now the faculty member has the right to the presence of an Association representative in a meeting with an administrator if the member "reasonably anticipates" that some disciplinary action may result (1981-

83, p. 39). The member may delay such a meeting until the Association representative arrives. The earlier contracts did not include this provision.

#### Layoff and Recall

Wayne State University experienced a 6% drop in enrollment in the fall of 1982, which followed a similar decline in enrollment the year before (The Detroit News 1982, p. 3A). Fifty-nine non-tenured faculty and staff members were not reappointed for the 1983-84 academic year. In the course of making these decisions, the administration and the Association met and amended some parts of the provisions for layoff and recall. These amendments to the 1981-83 contract, ratified in September of 1982, are the current language in the following discussion of changes in layoff and recall provisions.

Changes in recall and layoff include the addition of two provisions which require consultation with the faculty about program discontinuance and relocation of members threatened with layoff. One change provides that part-time faculty will usually be laid off first. Four additional provisions open up alternatives to members threatened with layoff.

All of the contracts provide that layoff may become necessary in the event of "...substantial curtailment or discontinuance of a program or extraordinary financial

exigency" (1981-83, p. 11). In all the contracts, the faculty have some advisory role. Recent changes have increased the scope of this role. In the original contract, the President is to call a meeting between the Association and the administration to discuss "...potential solutions to problems which may arise because of a need to make such reductions in personnel" (1972-74, p. 10). The September 1982 amendment has added the provision:

No recommendation for program discontinuance or substantial curtailment shall be made to the Board ...without prior consultation with the affected unit and appropriate academic councils..., each of which shall be given the opportunity to submit written advisory reports and recommendations (1982, p. 3).

The earlier contract did not require that the faculty be consulted before the decision to reduce programs had been made. Under the earlier contract provision, the faculty might be consulted only on the question of how to react to the Board-approved program reduction. This expansion of the faculty's role in layoff decisions is a minor gain in faculty authority.

A second such gain in layoff decisions was made with the addition of provision for a faculty committee to advise the Provost on placing members threatened with layoff in other units of the University (1981-83, p. 11). The members of this committee are selected by a process which is frequently used at Wayne State University to form collegial committees. The faculty/administrative University Council

proposes a slate of candidates to the Provost, who selects half of these to be the members of the committee. In the 1982 amendments, a non-voting member appointed by the A.A.U.P. had been added to this committee (1982, p. 3).

A minor restriction on administrative authority requires that "normally, part-time faculty will be laid off first" except in the "unusual circumstances that their special experience is essential to the unit..." (1981-83, p. 11). Earlier contracts did not specify that part-time faculty should usually be laid off before full-time.

The individual rights of faculty members affected by layoff were enhanced by four minor changes which were made in the 1982 amendment.

First, tenured members faced with the risk of layoff may be allowed to have a year of leave, at full pay, for training to help prepare them to enter a new unit within the University (1982, p. 3). Granting this leave requires concurrence of the affected member, and the department into which the member wishes to prepare to transfer, and the Provost (1982, p. 3).

Second, tenured members who have been notified of layoff now may elect to resign at the end of the term and receive severance pay equal to the amount they would have received up to the effective date of layoff. In such cases, the member loses recall rights (1982, p. 4).

Third, tenured members notified of layoff who are 55 years of age or older may elect to take early retirement, in which case recall rights are forfeited (1982, p. 5).

The fourth minor gain in individual rights is the addition of the provision which permits a faculty member to waive seniority rights and give these to the most senior member of the same department who has been notified of layoff. If the most senior member refuses, the second most senior members threatened with layoff may be given the seniority rights, and so forth (1982, p. 4). With this new provision, a faculty member who is near retirement or who has secured a position elsewhere may waive seniority rights, be notified of layoff, and retire or take the new position. This would save the job of a less senior member of the department who would otherwise be laid off.

#### Personnel Files

The original contract does not discuss personnel files. When the original contract was ratified, there was no agreement on policies for the major employment decision, which are typically related to procedures for handling personnel files. Negotiations on employment policies continued after the original contract was signed, and sections covering these policies were included in the 1974-76 contract. For the purposes of this study, the 1974-76 contract is compared to the current contract in the analysis

of change in policies for handling files. Three minor changes were made which restrict administration or increase individual rights.

Two of the added provisions increase the member's knowledge about the material contained in the files and the uses to which the material is put. First, the post-employment file must now contain all material used in tenure, promotion or discipline decisions (1981-83, p. 65). Also, the member must be notified whenever the pre-employment file, which contains confidential material, is being used in these employment decisions (1981-83, p. 65). Second, the author or person preparing all material placed in the file must now be identified. With this provision, the faculty member may better understand the possible implications, reasons and significance of the material added to the file (1981-83, p. 65). These are two minor restrictions on administrative authority.

The third change clarifies the member's rights to access to the file, a right stated but not clearly defined within the earlier contract (1974-76, p. 56). Subsequent contracts provide that members shall have access within three days of a request for the same and in the event of urgent need may make a request for access to the Association Provost for Employee Relations (1981-83, p. 65). This clarification expands the individual faculty member's rights to a minor extent.



Selection of Department Chairs and Deans

Under all of the contracts, the faculty has shared authority to make recommendations about the appointment and reappointment of department chairs and deans of colleges, neither of which are members of the bargaining unit. The faculty's role has been improved through three minor changes. These changes were made in procedures for selection of the recommending committees, in composition of these committees and in the procedures for review of chairs and deans.

Procedures for selecting members of the recommending committees were not given in the earlier contracts (1972-74, pp. 42-43). The recent contracts provide that the members of the department or college elect 50% of the members of the selection committees, which make recommendations in the case of new chairs or new deans, respectively (1981-84, p. 39). The remaining 50% of the members of the selection committees are appointed by the Administration (1981-83, pp. 39-40). In the case of the review committees, which make recommendations about reappointment of chairs or deans, 60% of the members are elected by the unit involved and 40% are appointed by the administration (1981-83, pp. 40-41). Informants report that procedures varied among the units prior to the formalization given in recent contracts. Deans had considerable influence over procedures used for review and recommendation of department heads. This formalization

of procedures has assured that the members of departments and colleges will have the right to select half or more of the members of these committees. This is a minor increase in faculty authority.

Members of the committees reviewing department head appointments were required to be composed of at least 50% bargaining unit members (1972-74, pp. 42-43). Under the current contract, selection committees will be at least 67% bargaining unit members at both the college and the department level (1981-83, pp. 39-41). This change in proportions has increased the authority of the faculty within these committees to a minor extent.

Originally, no maximum term of appointment were given for department chairs or deans. Length of such appointments was determined at the discretion of the administration. Specifying a set length to these terms of appointment was becoming a practice before the faculty organized. Nonetheless, under the earlier contracts, the practice was not uniform and the contract was silent on the subject. According to informants, there were still some administrators who had served indefinite terms.

Recent contracts provide that the maximum term of appointment for chairs and deans is five years (1981-84, pp. 40-41). One year prior to the end of the term, a review committee with faculty members evaluates the progress of the unit and the performance of the chair or dean and makes a

recommendation to the dean or President, respectively (1981-83, pp. 40-41). The members of the units now are provided with the opportunity to review their supervisor's performance and make a recommendation to the supervisor's superior at regular intervals. This is a minor increase in faculty authority.

#### Miscellaneous Employment Procedures

A collegial committee, the Equal Opportunity Committee, was added in the 1978-81 contract. This Committee was given broad authority to examine many aspects of the institution. According to the contract, the Committee "...shall meet regularly to review University policies, plans and practices pertaining to...the equal opportunity goals as they affect the faculty...for the purpose of advising the Provost" (1981-83, p. 69). The Committee "may issue reports" and "may hold hearings so that the faculty...may express their views" (1981-83, p. 69).

This Committee of nine members was to include six faculty members and one staff member all selected by the administration and the faculty (1981-83, p. 69). Also on the Committee were an A.A.U.P. appointee and an administration appointee. The University's Equal Opportunity officer served ex-officio (1981-83, p. 69).

The inclusion of faculty in this advisory role formally increases the authority of the faculty. However, in

practice, the Committee appears to be of minor, if any, significance. Informants from the administration and the Association report that the structure has not worked as well as was hoped. Currently, there is no Equal Opportunity Committee. One had been formed in the past, but this year neither party has moved to enforce this contract provision. The administration's Equal Opportunity officer has formal responsibility to promote equal opportunity and affirmative action. The Black Caucus and the Women's Council also work to promote these goals.

There are at least two circumstances which might have reduced the effectiveness of this collegial committee. First, the composition of the bargaining unit is mixed with regard to equal rights interests since it contains majority and minority members by both race and by gender. Equal rights and affirmative action issues could easily serve to divide the membership and weaken the Association. Secondly, the legal accountability for enforcement of equal rights and affirmative policies and statutes rests with the administration of the University, which has the final authority in employment decisions. Apparently the Committee proved not to be sufficiently beneficial to either the Association or the administration.

Working Conditions

Five changes were made in working conditions, four of which were of major significance and all of which extended faculty authority or rights. Two of the major changes qualitatively altered faculty's authority by giving the faculty an advisory role in unit budgetary decisions and decisive authority in granting selective salary raises to faculty members. Two other significant changes were made in work assignment provisions.

Professional Responsibilities

Procedures for reviewing changes in a faculty member's assignments have been added which increase both the individual's rights and the faculty's authority.

First, procedures and some criteria are given which allow faculty members to request review of changes in the duties assigned them. The faculty member may now request that the dean review any "substantial change" in the member's duties which the member "considers contrary to his/her responsibilities" (1974-76, p. 56). The faculty member may further request that the Provost appoint a faculty/administration committee to review the change and make a recommendation to the Provost if the faculty member is not satisfied with the dean's decision (1974-76, p. 56). This individual right was strengthened in subsequent contracts by the additional requirement that duties assigned

"...shall be reasonable and fair and shall reflect teaching duties of faculty..." (1981-84, p. 64). These added provisions permit a faculty member to have some effective influence over changes made in work assignments and are a major improvement in individual rights of the faculty member.

A major improvement in the faculty's authority was made in related new provisions giving the faculty shared authority to review changes in work assignments (1981-83, p. 64). According to the second contract, complaints about changed work assignments may be reviewed, at the complainant's request, by a faculty administration committee selected by the Provost (1974-76, p. 56). Through subsequent changes the faculty have been given more authority in the selection of these Committee members. Now five of the seven members of the Committee are selected by the Provost from slates prepared by the faculty/administration University Council, and four of these five must be bargaining unit members (1981-83, p. 64). The A.A.U.P. and the Provost each appoint one further member (1981-83, p. 64). If the Provost does not agree with the Committee's recommendation, the Provost must meet with the Committee (1981-83, p. 64). Further, the Committee may choose to take an unresolved disagreement to the final and binding authority or an arbitrator, who must select either the administration's or the bargaining unit's position on

the matter (1981-83, p. 64). These additions have moved the faculty from no authority to shared authority in this area of decision-making. This is a major improvement in the collegial rights of the faculty.

#### Use of Records

Recent contracts provide for Budget Advisory Committees, which were not included in the earlier contracts. These committees advise the chairs and deans on general budgetary priorities of the unit and on policies on travel (1981-83, p. 69). Members are selected by a majority vote of the tenured members of the unit. This provision for an advisory role in an area in which the faculty previously had no collegial role is a major improvement in the faculty's authority.

#### Salary Determination

Changes in procedures for determining faculty salaries have given the faculty greater authority. Through one change the faculty has gained decisive authority to grant selective raises and through the other, the right to be consulted about beginning salaries.

The most important of these changes alters procedures for granting salary adjustments. In all of the contracts adjustments may be made to individual salaries which are in addition to the across-the-board raise. Under the original

contract, the faculty participated in decisions about these individual salary adjustments at the department and at the University level. But at neither level were the faculty provided with decisive authority.

The department salary committee, elected by department members, reviewed members' performance and recommended selective salary increases to the chair (1972-74, pp. 25-27). The University-wide salary committee reviewed appeals. If a faculty member were granted a selective raise by the administration which was lower than that recommended by the department, the aggrieved member could appeal to the University-wide Salary Review Committee (1972-74, p. 19). This faculty/administration Committee could recommend to the administration a change in the salary adjustment. The recommendations of the department salary committees and those of the Salary Review Committee were advisory under the earlier contracts. The administration was not obligated to follow the recommendations of these committees.

Under the current contract, the authority of department salary committees has become decisive. The current contract provides, "the salary committees will distribute selective salary funds to eligible members of these units" (1981-83, p. 16). The adjustments so granted cannot be grieved by the individual faculty member. The administrative and Association informants agree that these committees have effective authority to grant the selective adjustments.



This is a qualitative change in the faculty's role and is categorized as a major increase in faculty authority.

Associated with the above change is a division of the funds allocated for selective salary adjustments into two: one fund which is distributed by the faculty of the departments, as described above, and a second fund which is distributed by the administration. The current contract provides a pool of 1.75% of base salaries of faculty to be distributed by faculty salary committees and .25% by the administration (1981-83, p. 17). The administration and Association informants report that the two sources of selective salary adjustments tend to serve different needs and reflect different priorities. In this manner, the new procedures serve a broader range of the faculty than either alone. Faculty may be granted a selective salary increase for a number of reasons, including merit and service.

The faculty has made a minor gain in authority through changes in the provision for faculty advice regarding initial salaries of prospective members of the bargaining unit. All contracts provide that the chair of the department will meet with the salary committee to discuss initial salaries (1981-83, p. 19). The original contract provides that this be done "insofar as practicable" (1972-74, p. 24). Under the current contract, whenever a quorum of the committee are not readily available the chair "shall consult with those members...who are available" (1981-83, p.

19). The new provision requires consultation in all cases where any members are available. This is a minor increase in the authority of the faculty.

### Educational Policies

The Senate at Wayne State University, called the University Council, has responsibility for formation and review of educational policies which affect the University as a whole and advises the President and the Board on a number of academic matters. The Council has bargaining unit and administrative members. Changes affecting one department or one school are reviewed and recommended by the unit affected, rather than the Council.

Authority to decide educational policy and curriculum changes are described in a recent Executive Order of President Adamany (Adamany 1983, p. 2). The Board of Governors, which has the final authority in all such changes, has delegated authority for all but the more important changes, such as program additions and deletions. The President decides such changes as adding or deleting minors and making changes in the general education requirements. The Provost has the authority to decide changes of less magnitude, such as course additions or deletions. These policies remain in effect at the discretion of the President except, of course, for the final authority of the Board.

The faculty's advisory role through the University Council has been approved by the Board of Governors. According to the approved policy in "proposed changes in educational policy or any matter affecting faculty rights and responsibilities, except...those subject to collective bargaining..." the University Council will have the opportunity to submit its position to the Board, unless urgency prevents this consultation (Statutes of W.S.U., University Council 1983). The Board-approved policy requires that when the President proposes such changes to the Board, he is to consult with the University Council and, in the event of disagreement between the President and the Council, submit the Council's position as well as his reasons for disapproval. The latter procedure applies as well to proposals originating in the Council with which the President disagrees.

The advisory role of the University Council is not contractually enforceable, but continues under the weight of custom and the will of the Board. Department and college by-laws are mentioned in the contract (1981-83, p. 66). These are subject to the approval of the dean and President of the University, according to the contract. Grievances over these are limited to the issue of whether or not the by-laws exist. In the amendments to the contract of 1982, the parties agreed that the "affected unit and appropriate academic councils" would be consulted in the event of "a

program discontinuance or substantial curtailment" (p. 1982).

Through these various procedures, largely extra-contractual, the faculty have an advisory role in educational policy and curriculum changes. The University Council contains a number of standing committees covering many areas of academic concern.

One minor change in the contract provides for the possibility of faculty consultation in areas not otherwise covered. Added in recent contracts is the provision that any

University wide committees on which persons serve officially as representatives of faculty...shall have such representatives appointed jointly by the University Council Policy Committee and the President from a slate...generated by Council election or by Policy Committee nomination. (1981-83, p. 69).

Two considerations somewhat reduce the apparent significance of the new provision. First, the University Council and its standing committees are already representative of the faculty, being elected by the members of schools or the Council, respectively. Second, with or without this provision, no changes can be made in contract provisions or "wages, hours, and other terms and conditions of employment" without the mutual agreement of the Association and the Board (Michigan Compiled Laws 1965, Section 423.215). With these considerations in mind, the change is categorized as a minor improvement in the authority of the faculty.

Grievance Procedures

Three minor changes have been made in procedures for grievances. The first somewhat narrows the range of past practices which are contractually enforceable. Two other changes add minor individual rights.

A minor change in the provision for past practices has reduced the number of circumstances under which a member might grieve violation of past practice (1981-83, p. 9). All contracts provided that any policy formally approved by the Board and not altered by the agreement is still in effect (1972-74, p. 9). The current contract further provides that any grievance citing this article must indicate the specific statute or policy violated and the date of its adoption (1981-83, p. 10). This provision narrows somewhat the types of past practices enforceable. Possibly excluded now are some practices which might arguably have been implicit in Board action. This is a minor loss of authority for the faculty.

The two minor improvements in individual rights in grievance procedures include the additions of salary complaints to arbitrable grievances and the right to grieve non-reappointment for term appointed faculty members.

First, certain salary complaints may now be grieved to arbitration. The earlier contract excluded all salary complaints from the grievance process except for those alleging discrimination (1972-74, pp. 18, 20, 41). This

exclusion has been dropped, except for complaints over selective salary adjustments granted by either faculty committees or by the administration (1981-84, pp. 16, 38). Now salary complaints other than those about selective salary adjustments may be grieved to arbitration. This is a minor enhancement of individual rights.

The second improvement in individual rights allows appeal of non-reappointment. Under the original contract, term appointed faculty members denied reappointment did not have recourse to the grievance procedure (1974-76, p. 48). The current contract provides that if the member and Association agree that the member was improperly denied renewal, they may use Step One of the grievance procedure, which provides access to the Provost, in order to request a reconsideration of the decision (1981-83, p. 44). If the Provost refuses to reconsider the non-renewal, he "shall provide his/her written reasons" for the denial to the Association (1981-83, p. 33). Further, the Association may request a meeting with the Provost in which to further discuss the Provost's decision (1981-83, p. 44). The creation of this channel for appeal of non-reappointment is a minor gain in individual rights of faculty members.

Total of Changes at Wayne State University

A total of thirty-five changes have been made in contract provisions over the twelve years since the faculty at W.S.U. negotiated their first contract. Of these changes, five were of major significance. When these major changes are weighted "two" and the minor changes "one", the total of changes is forty.

Almost all of these changes are gains for the faculty. The proportion of faculty gains at W.S.U. is 95%, the highest proportion among the nine institutions studied here.

Wayne State University has some qualities associated directly or indirectly with high proportion of gain in this study. W.S.U. is the most prestigious institution included in this study, being the only major research and doctoral-granting institution. Its faculty has been organized somewhat longer than typical among institutions in this study. A relatively low proportion of the faculty are tenured (60%) and a relatively higher proportion have Ph.D. degrees (85%).

## CHANGES AT WESTERN MICHIGAN UNIVERSITY

### Introduction

Western was established in 1903 by the State of Michigan as a teacher training institution but has since expanded into many other areas as well (W.M.U. Bulletin 1978, p. 8). In 1952 masters degrees were first offered, and in 1966 the first doctoral program was instituted. In a recent year, about one-fifth of Western's students were enrolled in the 78 graduate programs, which include eight doctoral programs.

Western is fourth in size of enrollment among the 15 four-year state colleges and universities in Michigan. Western's 1983 fall term head count was 20,296 students (Michigan Department of Education 1983). Western's pattern of enrollment changes has been similar to that of other state colleges and universities. Like the others, Western doubled in size from 1960 to 1970. But W.S.U. has experienced decline since 1970 of about 6.5% overall, as opposed to an increase of 5.35% experienced overall among Michigan's public four-year colleges and universities during the same period. Much of Western's enrollment decline has been in the early 1980's.

Western's faculty organized for collective bargaining in 1975 and chose the American Association of University Professors to represent them (Douglas 1983, p. 19). They



have negotiated four contracts since, which cover the years 1976-77, 1977-78, 1978-81 and 1981-84. In 1977 Western's faculty went out on a one-day strike over stalled contract negotiations (NCSCBHEP 1983, p. 3).

More changes in authority and rights, a total of 75, have been made at Western than at any of the other eight colleges and universities included in this study. Neither length of organization nor number of contracts offers an easy explanation for the large number of changes. Western has not been organized as long as most of the nine institutions under examination in this study, and Western has written the typical number of contracts. Enrollment declines and threats and experiences of layoff have not been more severe at Western than at some of the other institutions. Most of the changes were made in the negotiation of the current (1981-84) contract.

Of the total 75 changes made at Western, 67% (50) were made in the general area of employment decisions. Twenty-three percent (17) of the total changes dealt with layoff. Six of the ten major changes made in the contracts were in language about layoff. In these six changes, the conditions under which layoff may occur were extensively altered, the faculty's advisory role was strengthened and the recourse to grievance of Western's decisions to layoff was eliminated.

Twenty-five percent (19) of the changes were in working conditions, nine of which involved minor changes in

delineation of faculty assignments and responsibilities. The addition of merit bonuses and market equity raises, to be determined by the administration, were two changes of major significance.

Procedures for curriculum changes are largely handled through the Faculty Senate and related collegial structures, which predate the chapter on Western's campus. The Faculty Senate has both administrators and faculty among its members. Curriculum matters are little mentioned in the contract except for the reference to programmatic changes made by the administration as among the conditions for layoff (1981-84, p. 35). The contract mentions the Faculty Senate in a provision which makes clear that the administration and faculty are not bound by the recommendations of the Faculty Senate and that the A.A.U.P. Chapter is the sole bargaining agent for the faculty. Faculty informants report that this reference was added when a number of members of the Senate wondered what the Senate's role, if any, might be with the onset of collective bargaining. The Senate-Chapter relationship is generally good, according to faculty informants, and there is overlap in the leadership of the two bodies.

#### Association Rights

The agency shop provision has been changed to eliminate the stipulation that those who refuse to pay either dues or

the service fee must be terminated (1976-77, p. 8). In place of termination, two other alternatives have been added. A bargaining unit member who meets the American Association of University Professors (A.A.U.P.) test of being a conscientious objector may choose to pay an amount equivalent to the dues into either the University scholarship fund or the A.A.U.P. Academic Freedom Fund (1981-84, p.8). Those who refuse any of these alternatives will be suspended for two working days per year (1981-84, p. 9). This is a minor reduction in the authority of the Chapter.

Part of the reason for this change was the problem of deciding to enforce the termination provision. When actually presented with a faculty member who refused to pay the dues, the executives of the Chapter were forced to recognize that although many believed it fair to require persons to pay for services which they receive, loss of employment seemed a harsh penalty, and enforcement might have appalled other members of the union. Failing to request that the non-compliant faculty members be terminated, however, would mean failure to enforce the contract. To avoid being faced with this dilemma again, the Chapter negotiated a change in the provision to provide alternatives to termination.

Faculty informants report that Western did not strongly resist inclusion of the agency shop provision in the first

contract because Western reasoned that a secure union would be less threatened and therefore less radical. The size of the membership has not been an issue. A great majority of the bargaining unit members belong to the Chapter, although the representation vote was close.

In a second change in this section, the Chapter has gained the right to nominate a member to each of five University committees, including Affirmative Action Coordinating Committee and the University General Education Committee (1981-84, pp. 5-6). The Chapter nominates two faculty members and the President selects one of these two when there are Chapter openings on these committees.

Faculty informants report that faculty were usually allowed to have representatives on such committees before this clause was added to the contract. The earlier procedures, however, did not necessarily allow the faculty as much influence as they now have in selection of particular members to serve on these committees. This is a minor increase in the collegial authority of the faculty.

#### Management Rights

The original contract contained a general statement of management rights as well as six specific examples, which included the right to hire, terminate, promote, transfer and layoff faculty members and to establish, modify, or abolish programs (1976-77, p. 5). These six specific examples have

been dropped in the current contract (1981-84, p. 5). In a letter of agreement with the administration, the Chapter has agreed that the intent in this change was to remove "onerous language" and make this clause more similar to the clause on union rights (1981-84, p. 74). The letter goes on to state that the change is "not intended to diminish the rights of management granted under the article in the 1976-77 agreement," in which the six specific examples were given (1981-84, p. 74).

Despite the letter of agreement, this change potentially reduces administrative authority to a minor extent. Informants here and elsewhere, from both union and administration, have pointed out that the administration will be more successful in defeating challenges to its authority in a particular area by never mentioning the area in a contract than by asserting their authority in the contract and then dropping the reference to the authority in a subsequent contract (See Oakland, Salary Determination).

### Employment Decisions

#### Initial Appointment

Two minor changes have reduced administrative authority and increased the collegial authority of the faculty to a minor extent. One involves the content of the initial letter of appointment and the other provides for consulting

the Chapter when a member's appointment status is being changed. The original contract requires that when Western offers a position to a candidate, it informs the candidate in writing of the "terms and conditions of employment" (1981-84, pp. 15-16). The current contract further provides that Western must advise the candidate in writing of "the terms and conditions...as follows: the type of appointment, salary, credit for prior service (if any is granted) and length of probationary period (if appropriate...)" (1981-84, p. 16). This is a minor reduction in the administrative authority in that the administration cannot wait until it has hired and observed the member before deciding the terms of the appointment for that member. Faculty members report that there is still sometimes confusion in the minds of new faculty members about their terms and conditions of employment despite Western's compliance with this requirement. This is particularly true in the case of term appointments. Faculty members hired on these non-tenure track appointments, which cannot be renewed beyond four years, may mistakenly believe that they are going to be shifted to tenure track appointments through misunderstanding of the significance of the letter of appointment or through expectations based on verbal understandings they believe they have with the department chair.

In a related, second change, the faculty has become involved in decisions to change a member's status. The original contract provided that in the event of a change in a member's status, Western would advise the individual in writing (1976-77, p. 16). According to the current contract Western cannot change a member's type of employment "...without first contacting the Chapter, explaining what is planned and why, and consulting with the Chapter on proposed changes" (1981-84, p. 16). This is a minor gain in collegial authority.

#### Departmental Policy Statements

Four changes address procedures for the creation, approval and change of the Departmental Policy Statements. The underlying issue in these changes is the extent of faculty collegial authority in both employment and educational decisions. It is through procedures given in these Statements that faculty make their department-level recommendations, which are often the most authoritative among faculty recommendations. Expertise in their disciplines, which is the basic source of faculty collegial authority, is exercised at the department level. It is at the department level that one can argue most convincingly that the faculty recommendation is based on expert judgement in matters of the qualifications and performance of faculty members and advisability of academic policies and changes.

Faculty informants report that about 40% of the departments have not secured administrative approval of their proposed Departmental Procedure Statements. Those Statements which are not approved are not enforceable under the contract. One reason that 40% of the Statements are not approved is that some departments have proposed Statements which allow the faculty of the department more authority than the administration is willing to allow. Another reason is the failure of some departments to review and resubmit their Statements when these have been returned to them by the administration for revision.

Of the four following contract changes which have been made in relatively unsuccessful attempts to resolve the problems surrounding the Departmental Policy Statements, the earliest makes it clear that the administration has authority to reject the Statements. The original contract provided that the deans and the Chapter check the Statements, which had been ratified and recommended by the departments, to see that these complied with the Agreement and with University policy before they were forwarded to the Vice President for Academic Affairs "prior to his/her granting final approval" (1976-77, pp. 30-31). The extent of administrative authority to not approve in a subsequent contract, which states that the "chairperson, and the dean, and the Vice President shall approve...or return them with reasons for rejections to the department for



modification..." (1981-84, p. 34). This is a minor enhancement of administrative authority.

Also added is the provision that Western may periodically review Statements which it has already approved to determine if the Statements continue to comply with University Policy and with the Agreement (1981-84, p. 32). The administration may require that the department modify its Statement after consultation with the Chapter (1984-84, p. 31). This change is also a minor increase in administrative authority.

Collegial authority has been increased through two minor changes. According to one of these changes, the Statements must include policies for making personnel recommendations. The original contract provides that policies for making recommendations for tenure, promotion, appointments, reappointments and sabbatical leaves were an optional part of the Departmental Policy Statement (1976-77, p. 30). The current contract requires that the department develop a Statement which includes such procedures (1981-84, p.33).

The second change lies in a letter of understanding in the current agreement, according to which a representative of the Chapter and a representative of the administration will meet to develop a model Statement which will become the Statement of those departments which have not developed their own Statements (1981-84, p. 69). Faculty informants

report that this minor extension of the faculty's collegial authority has not accomplished the end of providing all the departments with approved, and therefore enforceable, Statements because the two representatives have not reached agreement on the model Statement. A major obstacle is disagreement about the extent to which the faculty of the department should have authority in the process by which academic and employment decisions are made. The issue will certainly be addressed in negotiations of the new contract.

#### Evaluation

Six changes have been made in evaluation procedures. All but one of these have reduced the faculty's collegial authority or reduced the faculty member's individual rights.

Collegial authority has been reduced in two minor changes. First, the departmental faculty committees who evaluate faculty members are no longer required to provide the evaluatee with "formal communication of evaluation results...including interview...and a written summary.." (1976-77, p. 28). Second, the provision has been dropped which required that the appropriate departmental faculty committee summarize information about a faculty member's professional competence which had been obtained through evaluations (1976-77, p. 29) These two responsibilities may be part of the Departmental Policy Statements but are not necessarily so included.

Added is the requirement that student evaluations be conducted in every class taught by faculty members at least one semester per year (1981-84, p. 28). Earlier contracts required that student evaluations be considered in promotion and tenure decisions, as does the current contract. But the earlier contracts did not require that evaluations be conducted so frequently or for purposes other than consideration for promotion or tenure (1976-77, p. 28). This change is a reduction in the right of individual faculty members to decide when to conduct student evaluations of their teaching.

Dropped is the stipulation that the original copies of student evaluations become the property of the member being evaluated and that the member receive a computer analysis of the results (1976-77, p. 29). This change, like those above, is a minor decrease in individual faculty members' rights. Faculty informants report that this procedure is still followed in some departments.

Administrative authority to evaluate faculty at times other than required for making employment decisions is made explicit in a minor addition to the current contract (1981-84, p. 28). The provision has been added that "in addition to the evaluation called for in other portions of this Agreement, Western may from time to time as it deems appropriate, conduct reviews of professional performance..." (1981-84, p. 28).

Only one change expands the collegial involvement of the faculty in evaluation. In a minor addition in a recent contract, faculty on term appointment, which are non-tenure track appointments, are to be evaluated through review which "shall generally be the same as those provided for in the Tenure Article" (1981-84, p. 28). According to that article, faculty have "the right and responsibility" to make recommendations (1981-84, p. 26). Faculty involvement in evaluation is extended to cover non-tenure track appointee's evaluations.

### Promotions

The faculty and administration share responsibility for promotion decisions through a dual track system of review. Criteria used in evaluation for promotion are given and described in the contract: competence in teaching, professional recognition and professionally relevant service (1981-84, pp. 19-20). The various departments may expand upon these three criteria or add others. The departmental promotion committees evaluate, recommend, and rank order recommendations for promotions (1981-84, pp. 20-21). The chairs of the departmental promotion committees are responsible for notifying candidates for promotion of their status at this stage so that those who were not recommended may appeal or withdraw their names (1981-84, p. 21). The departmental promotion committees also notify the chairs of

their departments and their College Promotion Committees, consisting of representatives elected by the departments, rank order the recommendations for promotion and forward these to the deans. Meanwhile, the department chairs have reviewed the departmental promotion committees' recommendations and have forwarded these together with the department chairs' own comments (1981-84, p. 22). All three recommendations converge in the office of the dean who forwards the recommendations, received from these different sources, together with the dean's own comments, to the Vice President for Academic Affairs (1981-84, pp. 22-23). At each stage, the members under consideration may appeal or may withdraw their names.

Through contract negotiations six minor shifts of authority have taken place in these procedures, most of which have altered administrative authority. These are given below in the chronological order in which they occur in the decision-making process.

Added is the requirement that the departmental promotion committee consider any material submitted by the candidate for promotion (1981-84, p. 21). This gives the faculty member under consideration a little more influence over the basis upon which the decision is made and so is a minor increase in individual rights. It is now required that the names of all persons eligible for promotion, whether or not they are recommended for promotion, be

forwarded to the Vice President for Academic Affairs (1981-84, pp. 21-22). Members may, however, withdraw their names from consideration at any stage of the process (1981-84, pp. 21-22). The first change extends administrative authority to a minor extent in that administrators involved may consider for eligible members not recommended by the faculty committees. A second change is a minor increase in individual rights. Faculty informants explain that the names of those not recommended are forwarded so that personality or other non-professional considerations will not prevent a member from being considered for promotion. Thus a faculty member who is out of favor with colleagues, the chair or the dean will not necessarily be continually turned down for promotion. Another consequence, not mentioned by informants, is that this change also allows a member who is not recommended by a faculty committee and subsequently not recommended by an administrator to grieve the action of the administrator rather than the action of the colleagues of the faculty committee. The associated change of allowing members to withdraw their names from consideration permits faculty members who are not recommended at an early level to avoid having the negative recommendation paraded up through the subsequent stages of review.

The composition of the College Promotion Committees has been changed in two minor ways. First, the deans no longer

serve as non-voting members (1976-77, p. 20; 1981-84, p. 21). Second, the provision excluding department chairs, who are members of the administration, has been dropped (1976-77, p. 20). Administrative authority the College Promotion Committees is reduced by the first change and increased by the second change. Faculty informants point out that the department chairs and deans comment on promotion recommendations in the exercise of their offices and that their involvement in the College Promotion Committees gives or has given them a second opportunity to influence promotion decisions.

The final change in the promotion procedures is the elimination in subsequent contracts of the set sum to be expended on promotions which was provided in the original contract (1976-77, p. 55). This change frees the administration to determine what amount of promotions to grant in a particular year and is a minor increase in administrative authority.

### Tenure

The tenure policies at Western are generally well defined. Faculty hired on tenure track appointments are notified in their original letters of appointment of the length of their probationary periods, which cannot exceed six years and which may be reduced for prior experiences (1981-84, p. 24). A member may request early consideration

for tenure. Probationary faculty are evaluated by Western every other year and are given a written copy of the review by the department chair (1981-84, p. 26). Generally the expectation is that persons hired on tenure track appointments will be granted tenure if their performance meets Western's standards. When Western is not certain of how long a position will be necessary, a non-tenure track term or temporary appointment may be offered, and the faculty member so appointed may be renewed for up to four years. The member may then be considered for a tenure track appointment. These procedures allow Western flexibility in the earlier years of a faculty member's employment which elsewhere might be afforded by non-reappointment of probationary faculty members. These policies permit probationary faculty to be more secure than they might be elsewhere. The insecurity is transferred to the term and temporary faculty, who may hope to acquire tenure track appointments but whose continued employment depends upon factors other than their job performance.

The contract is not entirely clear on the question of criteria used in decisions to retain or tenure a probationary faculty member. Provisions in the layoff article imply that non-reappointment of probationary faculty members for reasons other than inadequate performance is a layoff and such faculty members are eligible for recall and related rights (1981-84, p. 35). However, departmental



needs may be considered in making tenure decisions (1981-84, p. 69).

The criteria used in tenure decisions are the same as those used for promotion decisions. In tenure decisions faculty are involved only at the departmental level, in contrast to promotion decisions where faculty are involved at the department and at the college levels. The recommendations of the department tenure committees are forwarded to the department chairs, who add their recommendations to those of the department committees and forward both to the deans (1981-84, pp. 26-27). The deans forward these with their separate recommendations appended to the Vice President for Academic Affairs (1981-84, p. 27). The President presents tenure recommendations to the Board which has "sole power to confer tenure" (1981-84, p. 27).

Five minor changes have been made in this process. First, in the procedure for deciding what amount of service credit to grant faculty for experience elsewhere, the departmental recommendation referred to in earlier contracts has been dropped (1976-77, p. 23). This minor reduction in collegial authority is associated with the added requirement, discussed above in the section on initial appointments, that the newly hired faculty member be informed in the original letter of appointment of the amount of service credit granted (1981-84, p. 19). With service

credit decided, the length of the probationary period can be determined.

Two minor changes alter the procedures of the department tenure committees. First, the right of the candidate for tenure to "append a written statement or other document(s) to material being reviewed" has been reduced to the requirement that the faculty tenure committee consider material submitted by candidates (1976-77, p. 26; 1981-84, p. 26). The second change is a minor restraint on collegial authority which requires that the department tenure committee consider prior recommendations made by earlier department committees (1981-84, p. 26). Chapter informants report that this provision was added to protect candidates for tenure from changes in ratings of their performance from year to year caused by changes in the membership of the committee.

Administrative authority has been extended in two minor changes. First, departmental needs may now be considered in tenure decisions, according to a letter of understanding added to the current contract (1981-84, p. 69). Second, added to the original contract's provisions that the Board has sole authority to confer tenure is the provisions that "under no circumstances shall tenure be acquired by default" (1981-84, p. 27). This change prevents probationary faculty members retained beyond the maximum probationary period of

six years from effectively arguing that they are de facto tenured.

#### Discipline, Discharge and Termination

Of the five changes which were made in authority and rights in these areas, the most important is the addition of "Rules of Conduct", an appendix article modeled in part after the American Association of University Professors' Professional Code of Ethics (1981-84, pp. 66-67). This addition is a major decrease in faculty members' rights because it expands the areas of faculty performance and conduct over which the administration has formal authority to take "corrective action...up to and including dismissal" (1981-84, p. 56). Included in areas of conduct so covered through this addition are a number of vaguely stated requirements, such as practicing intellectual honesty, respecting confidentiality, acknowledging significant assistance from students and showing respect for others' opinions (1981-84, p. 66). Faculty members are also required, according to these rules of conduct, to "fulfill other reasonable and appropriate educational duties" beyond teaching and holding office hours, to observe regulations of the University which do not conflict with academic freedom and to consider obligations to the institution and discipline when acting as a citizen in the community (1981-84, pp. 66-67). This general language, which is appropriate

in a broad policy statement of a professional body such as the A.A.U.P., may be difficult to adapt for use as a list of enforceable contract provisions for faculty conduct. The new provision opens up many areas of faculty conduct to administrative disciplinary action. However, the very vagueness of the language may deter the administration from disciplinary action because it is probable that to do so would lead to differing interpretations and grievances. Chapter informants explain that this language is the result of a compromise reached in negotiation. The administration had proposed an extensive and specific list of rules of conduct and was insistent that such a section was needed. The Chapter wanted no additions in this area, but preferred the general A.A.U.P. statement to the specific administration proposal. Chapter informants report that there have been no problems as yet resulting from the addition of the Rules of Conduct.

In a minor improvement in individual rights, faculty members notified of preliminary changes and proposed discipline now have the right to a conference with the appropriate administrator to which they may bring a union representative (1981-84, pp. 32-33).

Two changes were made as the dismissal for cause language from A.A.U.P. policy statements were gradually adapted for use in the collective bargaining relationship. The earlier extensive faculty advisory role has been altered

to allow for a clearer distinction between faculty advice and administrative decision. Under the earlier provisions the faculty were collegially involved in two stages of dismissal for cause. First, the Vice President for Academic Affairs appointed an ad hoc faculty committee which was to attempt an adjustment and to recommend whether or not formal dismissal proceedings were in order (1976-77, p. 36). The dropping of this ad hoc committee is a minor reduction of collegial authority. A second, and more important, committee has been retained. This committee conducts a formal hearing, calling witnesses, allowing for cross-examination and recording all evidence (1981-84, pp. 31-32). The committee makes a recommendation to the President, who decides the issue (1981-84, p. 32). Earlier contracts required that the President's review of the matter "shall be based on the record of the previous hearing", conducted by the faculty committee (1976-77, p. 38). With the dropping of this limitation, the President's authority is increased to a minor extent in that he may consider circumstances or evidence not discussed in the hearing of the faculty committee.

The final change in this area is a minor reduction in administrative authority in deciding whether or not to terminate a faculty member who has been unable to perform the work for health reasons for two years (1981-84, p. 30). An added clause requires that the administration "consider

reassigning and retraining before making a decision to terminate" a faculty member in these circumstances (1981-84, p. 30).

### Layoff and Recall

Fifteen changes were made in provisions for layoff and recall. The most significant of these were changes in the conditions under which layoff may be undertaken and in provision for Chapter recommendation of alternatives to layoff. Several minor changes altered the individual rights of laid off faculty members.

Faculty informants report that layoffs were seriously considered by the University both before and after these changes were made. Faculty informants state that the bargaining unit has decreased through attrition by about 100 members (from approximately 865 to 773). This attrition, however, may not be adequate to accommodate shifting enrollment patterns and funding problems. Conditions and procedures for layoff are an important issue at Western, as at most Michigan colleges and universities.

The conditions under which Western may lay off faculty members have been significantly changed. Dropped are two provisions (1) that a specific student/faculty ratio may trigger a layoff; and (2) that Western may reallocate faculty by hiring in some areas while laying off equal numbers of faculty in other areas (1976-77, pp. 32-33).

These two major decreases in administrative authority are balanced by the two major increases in administrative authority to lay off under other conditions. One is the addition of a bona fide financial crisis as a condition for layoff (1981-84, pp. 34-35). The second change is a considerable increase in administrative authority to lay off for programmatic necessity. Earlier language provides that layoff may occur when "the Board deems it necessary" to "curtail or eliminate programs or courses of instruction" (1981-84, p.33). The current contract has expanded this provision to allow layoff "when Western deems it prudent and appropriate to curtail, modify or eliminate programs, services, offerings or courses of instruction (1981-84, p. 35). A minor restriction of administrative authority, added as a letter of understanding to the current contract, provided that no layoff notices would be sent before August of 1982 unless a bona fide financial crisis occurred (1981-84, p. 69).

In attempting to assess the relative significance of the two major increases and two major reductions in administrative authority entailed in these changes in conditions for layoff, the relative ease of application should be considered. Perhaps under the new conditions layoff may be more readily undertaken. Of the two new conditions, a bona fide financial crisis is least likely to be used as grounds for layoff. The administration bears the

responsibility for demonstrating that the crisis has occurred and that the crisis is sufficiently severe to warrant laying off faculty members (White 1983, p. 25). The provision allowing for layoff in the event of changes in programs, courses or offerings would be easier to implement, particularly because Western has final authority in making these changes. This programmatic changes provision would also serve adequately in any circumstance which might have been covered by the reallocation condition which was dropped in the current contract.

Loss of the condition for layoff which used declines in the student/faculty ratio to trigger layoff may not be of great significance given Western's experience in attempting to use this condition. Faculty informants report that the administration initiated layoff proceedings under this provision but were blocked by errors or disagreements about Western's calculations of the ratio.

Under the current language, fourteen members have been notified of layoff on the basis of the program change. Chapter informants hope that all of these members who do not otherwise secure employment will be assisted through such alternatives as reassignment or early retirement. The Chapter is working to this end with Western under an added contract provision which allows the Chapter or the affected departments to suggest alternatives to impending layoffs



which "may include early retirement or reduced load, reassignment...alternative academic year appointments...continuing educational courses up to a full workload, and shared load in another program" (1981-84, p. 35). Western is required to "give serious consideration to such recommendations" (1981-84, p. 35). Earlier contracts provided that the Chapter or department could advise or comment on proposed layoffs but did not mention specific alternatives or require serious consideration by the administration. This provision is a major addition to the collegial authority of the faculty.

A minor restriction on administrative authority may function to avert layoffs. In the added preamble to the layoff article, the administration agrees that layoff is "a very serious step" for the University and that Western is concerned "for the lives and careers of its faculty..." (1981-84, p.34). Such statements of intent can have consequences when used in interpreting other provisions which require specific actions such as requiring that Western give serious consideration to the alternatives proposed by the faculty.

Minor increase in latitude is allowed the administration in determining who is to be laid off. An added provision allows Western to decide to retain a bargaining unit member who has seniority in a department and layoff the most junior member of that department whose work

the retained member is able to perform (1981-84, pp. 36-37). Chapter informants report that this provision has not been used. Otherwise, layoff proceeds by the layoff order given in the contract under which tenure and seniority at Western protect faculty from layoff (1981-84, pp. 35-36).

Seven changes have been made with regard to recall procedures and rights. One of these may extend recall rights to non-reappointed probationary faculty members. This change is made in an added provision which gives examples of personnel changes which are not layoffs, including termination of probationary faculty members for reasons of inadequate performance. Faculty informants state that by implication termination of probationary faculty members for reasons other than inadequate performance would be layoffs. With this interpretation, when a probationary faculty member whose evaluations have been good is not renewed because the position is no longer needed, the non-reappointment is a layoff. Persons who are laid off are eligible for recall rights and a number of other considerations. Thus construed, this change is a minor increase in individual rights of probationary faculty members.

The administration must now make a somewhat greater effort to provide another position for a member who is being laid off. The original contract provides that Western would make a "good faith" effort to place a member notified of

layoff in another bargaining unit or other position prior to layoff (1976-77, p. 33). This applied to tenure track appointments only. In the current contract this protection is not restricted to tenure track appointments. Also the time during which the member is protected has been extended to cover the interval from notification of layoff until the end of the two or three year period during which the laid off member is eligible for recall (1981-84, p. 38). The "good faith effort" has been more specifically defined as the right to be considered before other applicants for bargaining unit positions for which the member is qualified and to be considered the same as an internal applicant for non-bargaining unit positions (1981-84, pp. 38-39). These provisions expand the range of choices open to the member who has been laid off or is threatened with layoff. This is a minor increase in individual rights.

Three other provisions have increased individual faculty members' recall rights to a minor extent. First, under the original contract, persons not appointed on the tenure track had recall rights until the end of their one or two year terms of appointment (1976-77, p. 35). Current recall rights extend to two years following layoff for such persons (1981-84, p. 39). Second, an added provision allows members on layoff to file grievances (1981-84, p. 40). Third, members recalled will retain previous rank,

appointment status and service credit according to a new provision (1981-84, p. 40).

Individual rights under recall have been reduced to a minor extent by two changes. First, recall rights for laid-off, tenured faculty members extended until their 69th birthdays under the original contract. Now recall rights for these faculty continue for only three years after layoff (1976-77, p. 35; 1981-84, p. 39). Second, the type of opening for which a member would have recall rights is more narrowly defined in the current contract than in previous contracts. Now the opening must be "equivalent in its content, duties, responsibilities and obligations" to the position from which the member was laid off (1981-84, p. 39). Given the workload shifts which often take place when layoffs occur within a department, a subsequent opening for which the laid off member might be qualified might not meet this definition of recall.

#### Retirement

The original contract provided a one-time incentive payment for early retirees which has been retained in the current contract (1976-77, pp. 59-60). Added to this in recent contracts is the provision that a member over 55 years of age may elect to work a reduced workload for proportionately reduced pay but full benefits until

retirement (1981-84, p. 60). This is a minor increase in individual rights.

#### Affirmative Action

The faculty's collegial role in affirmative action policies has been changed through a minor reduction of authority in one area and a minor increase in another area. The former is the result of the reduced authority of the Affirmative Action Coordination Committee, which contains faculty representation, from being charged with "overall development and implementation of the University Affirmative Action Plan" to being advisory to the University Affirmative Action Office (1976-77, p. 9; 1981-84, p 10). The increase in collegial authority is a consequence of the provision that a Chapter designee will be included on any University-wide committees which are created to provide remedial action for the effects of past discrimination (1981-84, p. 10).

#### Personnel Files

Procedures for handling personnel files have been tightened up through three minor restrictions on administrative action added in recent contracts. First, material not in the personnel file may not be used in any personnel action except for initial appointment (1981-84, p. 12). Second, it is now required that there may be an inventory of personnel file items which are in addition to

the routine items: copies of official correspondence, personnel transactions and summaries of confidential material (1981-84, p. 11). Third, the University ombudsman does not have direct access to the members' files, according to an added provision. Members are informed now whenever the ombudsman has requested material from their files. These three changes make it possible for members to better know what is in their files and how they are being used.

#### Evaluation of Administrators

The original contract allowed faculty members to conduct evaluations "...of academic administrators at or above the level of department chairperson up to and including the Vice President for Academic Affairs (1976-77, p. 29). This collegial right has been expanded to a minor extent by the elimination of the reference to "academic" and the dropping of the language which limited evaluation to levels below the President of the University (1981-84, p. 29). In both the original and current contracts, the faculty agree to transmit the results of any such evaluations to the person being evaluated and the immediate superior of the evaluatee (1981-84, p. 29). Faculty informants point out that even if this right were not mentioned in the contract, it would be difficult for the administration to prevent faculty evaluation of administrators.

### Working Conditions

#### Assignments and Professional Responsibilities

Eight minor changes have been made in the work that faculty may be assigned to perform, how much they may work and when they may be required to work.

Three changes have been made in the amount of work faculty members perform. Twelve hours per semester were described as the "normal full-time" teaching load in the original contract (1976-77, p. 53). This is now described as 24 hours per academic year (1981-84, p. 52). The change allows the administration somewhat more authority to assign unequal loads for the two semesters, as is sometimes necessary. The second change increases the amount of work faculty may be assigned to perform during the summer and spring sessions from a six hour "normal load" to an assignment of eight hours without an increase in salary (1976-77, p. 53; 1981-84, p. 53). This also enhances administrative authority to a minor extent and makes scheduling a somewhat easier task. In the third change the restrictions on overload work have been reduced. The upper limit of 152% of base salary on the amount that a members might earn from Western has been dropped (1976-77, p. 52). This change increases individual rights to a minor extent. The earlier provision has been retained, however, that

requires the permission of the Vice-President for Academic Affairs for faculty members to earn over 144% of their base salaries (1981-84, p. 52).

Two changes have been made in the nature of work assignments. The added requirement that all faculty must give final exams unless they have their dean's written permission not to do so reduces individual rights to a minor extent (1981-84, p. 61). Faculty members may be granted approval for reduced teaching loads if they are teaching graduate courses, doing research or have a heavy advising load (1976-77, p. 53). These conditions under which a reduced load may be requested have been expanded and now include teaching high enrollment or upper level courses, having multiple preparations, supervision theses or dissertations and several more similar conditions (1981-84, p. 53). Individual rights are increased to a minor extent by this change.

When faculty members may be required to work is the subject of three changes. Faculty may be assigned to work between semesters on registration and similar tasks, according to a letter of understanding added in the current contract, if the current voluntary system fails to produce enough faculty to perform these jobs (1981-84, p. 68). This is a minor decrease in individual rights of faculty members. Faculty are not required to work during University holidays, and they are to be excused from work and paid when they do



not work because the University is closed due to a declared emergency (1981-84, pp. 4-5). These are two minor improvements in individual faculty members' rights.

### Leaves

Only three changes were made in provisions for leaves. First, the provision has been added that a member who fails to return to work upon expiration of a sabbatical leave will be assumed to have resigned (1981-84, p. 41). This is a minor reduction in individual rights. Second, the procedure for approval of sabbaticals has been changed slightly to increase the faculty's collegial authority. Previously the Faculty University Sabbatical Leave Committee received from the dean only those sabbatical applications which the deans had approved (1976-77, p. 42). Faculty not recommended in the earlier stages could appeal to the Committee but their applications were not routinely forwarded to the Committee. Now the deans forward to the Committee all applications for sabbaticals, recommended or not (1981-84, p. 42). The Committee may then act on any application. In the third change, grants from the research fund and the travel fund are now to be given only to bargaining unit members (1981-84, pp. 58-59). Earlier contracts required the bargaining unit faculty members to be given preference, but did allow the administration to give grants from these funds to others

(1976-77, pp. 58-59). This reduces the administrative authority to a small extent.

#### Calendar

The minimum length of the semester has been reduced from 72 1/2 weeks to 71 weeks in a minor change which increases administrative authority in establishing the academic calendar (1976-77, p. 3; 1981-84, p. 4).

#### Salary Determination

The administration has been given authority to give some faculty members raises or bonuses. The first change was the addition of merit bonuses, which are distributed by the deans, who receive recommendations from department chairs (1981-84, pp. 56-57). One-quarter of the faculty must receive these each year and each bonus must be at least \$300. This would average about \$500 for each recipient were the money allocated to be distributed equally, which it need not be. This is a major increase in administrative authority, as is the second additional form of pay increase. Now the administration may grant market adjustment pay raises and is required to only notify the Chapter of these changes (1981-84, p. 17). There is no limit on the amount of money involved. Earlier contracts provided that raises could not be given without prior agreement of the Chapter (1976-77, p. 16).

Miscellaneous Working Condition

Four other changes have been made in working conditions. Administrative authority is increased somewhat by two changes. One makes it clear that the right of the faculty to convene departmental meetings does not infringe upon the right of the department chair to call department meetings (1981-84, p. 33). Another minor gain in administrative authority occurred when the student/faculty ratio was dropped as condition of layoff. With this change in the layoff language, the clause was also dropped in which the administration agreed to maintain the student faculty ratio (1976-77, p. 31).

Collegial involvement of the faculty is enhanced to a minor extent by the creation of the Faculty Development Advisory Committee, which recommends policies, programs and activities for revitalizing faculty member's skills or retraining faculty members (1981-84, p. 62). Chapter informants report that part of the purpose of this addition is to reduce the chances of layoff of faculty members.

The final change in working conditions is the added provision that royalties earned by faculty members must be shared with Western if the copyright or patent was secured in the course of work for Western (1981-84, p. 63). The provision also restricts use of Western's name, space and equipment and requires that discoveries not be "used in a manner contrary to public interest" (1981-84, p. 63). This

is a minor restriction of individual faculty members' rights.

#### Grievance Procedures

Of the four changes made in grievance procedures, the most important is the restriction that grievances cannot be filed regarding Western's decision to implement layoff or Western's determination of the level at which layoff will occur (1981-84, p. 40). This is a major decrease in collegial faculty authority. Faculty informants point out that prior to the inclusion of this clause, Western has initiated layoff based on a declining student/faculty ratio. The administration did not follow through on the threatened layoffs because of disagreements about calculations of the ratio. Since this and a number of other major changes have been made in layoff provisions, Western has notified fourteen tenured faculty members of layoff. With this added limitation on grievances there is no formal way that the faculty can effectively question the need for layoffs or the correctness of the administration's application of contractual conditions for layoff.

A related change adds layoff of a particular faculty member to the list of other personnel changes in which an arbitrator is limited to making procedural decisions only (1981-84, p. 15). In grievances filed over layoff of faculty members, an arbitrator may require that the parties

repeat the decision-making process if procedures, such as layoff order, were not followed correctly. The arbitrator cannot require that a laid off member be reinstated. The addition of layoff of individual faculty members to this limiting clause is a minor reduction in individual faculty members' rights.

The other two changes made in grievance procedures are minor improvements of individual faculty members' rights. One is the addition of the authority of an arbitrator to determine whether or not a dismissal was for cause (1981-84, p. 15). Dismissal for cause is now the one major personnel decision for which the arbitrator is clearly given authority to comment on the substance as well as procedures of the action.

The second minor improvement in individual rights in the grievance procedures is the addition of the provision that complainants may file grievances if they are dissatisfied with the response of the University Affirmative Action Office to their charges of discrimination (1981-84, p. 10). Previously grievance was not allowed if a member had filed a complaint of discrimination with a government agency or with the University Affirmative Action program (1976-77, p. 9).

Total of Changes at Western Michigan University

With a total of seventy-five changes, W.M.U. has the largest number of changes in power and rights of the institutions examined in this study. Of these, nine were of major significance. When the major changes are weighted "two" and minor changes weighted "one", the total becomes eighty-four.

Of the eighty-four changes, 48% were gains for the faculty. This is a relatively low proportion; at 78% of the institutions, the faculty secured a greater proportion of gains.

W.M.U. has two characteristics associated directly with low faculty gains in this study. The faculty at W.M.U. have been organized for a somewhat shorter period of time than most of the institutions. The proportion of W.M.U.'s faculty who are tenured is, at 82%, the highest among the faculties examined here.

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