

1-1-1976

## Newsletter Vol.4 No.1 1976

National Center for the Study of Collective Bargaining in Higher Education and the Professions

Follow this and additional works at: [http://thekeep.eiu.edu/ncsbhep\\_newsletters](http://thekeep.eiu.edu/ncsbhep_newsletters)

 Part of the [Collective Bargaining Commons](#), [Contracts Commons](#), [Higher Education Commons](#), and the [Unions Commons](#)

---

### Recommended Citation

National Center for the Study of Collective Bargaining in Higher Education and the Professions, "Newsletter Vol.4 No.1 1976" (1976). *National Center Newsletters*. 97.  
[http://thekeep.eiu.edu/ncsbhep\\_newsletters/97](http://thekeep.eiu.edu/ncsbhep_newsletters/97)

This Article is brought to you for free and open access by The Keep. It has been accepted for inclusion in National Center Newsletters by an authorized administrator of The Keep. For more information, please contact [tabruns@eiu.edu](mailto:tabruns@eiu.edu).

# The National Center for the Study of Collective Bargaining in Higher Education

Baruch College  
the City University of New York  
17 Lexington Avenue  
New York, N.Y. 10010



Newsletter

Vol. <sup>4</sup> No. <sup>1</sup>

Date Jan/Feb 1976

## T H I S   I S S U E

The National Center has just completed a review of 83 public two-year college contracts with regard to what they have to say about personnel files. Sixty-six of the 83 contracts contained information about personnel files (pp. 1-4).

A brief review of bargaining activity appears on pages 5 and 6 of this issue.

What 124 college contracts say or do not say concerning long-range planning is reported in the final summary (pp. 6-8).

A brief listing of bibliographic citations rounds out this issue (pp. 9-12).

The Center's Fourth Annual Conference has been scheduled for Monday and Tuesday, April 26 and 27, 1976, at the Biltmore Hotel in New York City. Anyone planning to attend who has not already contacted the Center is urged to do so as soon as possible.

## PERSONNEL FILES IN TWO-YEAR CONTRACTS

The National Center has reviewed 83 public two-year college contracts in thirteen states and the District of Columbia (Table 1). Four out of every five contracts reviewed contained references to personnel files as compared with 23/47 four-year college contracts studied (Newsletter, Vol.3, No.5, Nov./Dec. 1975). The four-year college contracts with personnel file clauses were predominantly from five northeastern states. Eighteen of the 23 clauses were found in Massachusetts, New Jersey, New York, Pennsylvania and Rhode Island. Those five states accounted for only half of the two-year college clauses.

The bargaining agent affiliation of the contracts with and without personnel file clauses is found in Tables 2 and 3.

**ACCESS TO PERSONNEL FILES** Fifty-five of the 66 contracts with personnel file clauses guarantee access to the file for the individual faculty member. Eleven clauses are silent about access and no contract specifically denies an employee access to his or her file although 43 clauses denied access to pre-hire information. Thirty-one contracts specifically provides that a representative of the faculty member could view the file either within the presence of the individual or with the person's written permission. One contract gives the agent access without requiring the individual's permission. None of the contracts expressly forbids access to the files by the agent.

**ABILITY TO RESPOND TO MATERIAL IN FILE** Thirty-eight of the 66 contracts with personnel files specifically give faculty members the right to respond to material in a personnel file. Twenty-four contracts require an individual to initial material within the personnel file. The initialing signifies acknowledgment that a particular document exists and does not imply acceptance of the substance of the material in the file. Twenty-one contracts provide that an individual may add material to his/her personnel file. This allows an individual to update his/her personnel file with any material considered relevant and does not limit him/her to merely reacting to material placed in his/her file by someone else.

**COPIES OF DOCUMENTS FROM FILES** Twenty-two clauses give faculty members the right to reproduce documents found in the personnel files. Nine contracts require that individuals be given copies of any material that is placed in the personnel files at the time the material is inserted.

**GRIEVANCE  
DATA**

Twenty-eight of the 66 contracts with personnel file clauses require that any material concerned with grievance activity by faculty members must be kept separately from the personnel file and that the personnel file may not record any information about grievances. One contract contains a contrary position which required that all information about grievance activity be placed in a faculty member's personnel file.

**CENTRAL  
FILES**

Twenty of the community college contracts make reference to an official personnel file available at some particular location on campus usually at a place other than the department or division level. The contracts do not expressly prohibit any other files but they do require that any personnel actions taken involving a faculty member be based on material on file in the official personnel file. Six of the contracts set up separate administrative files which the faculty member does not have access to. These administrative files usually contain recommendations, transcripts and other pre-hiring information which is generally denied to the individual faculty member anyway. Two of the contracts return pre-hire information to its source (one if the faculty member is hired; the other after the faculty member attains tenure).

**CONTENTS OF  
PERSONNEL FILES**

Nine of the 66 contracts attempt to specifically list material in the personnel files (six have an inclusive list; three have a partial listing). Four contracts require that contents of the personnel files relate only to professional service and five contracts forbid the inclusion of any material from non-professional sources. Unfortunately, these contracts do not give any indication of what sources are considered professional. Five contracts require that any complaints concerning a faculty member be signed by the complainant. One contract clause does not allow any disciplinary information concerning a faculty member to be placed in the personnel files. One other contract establishes a ninety-day time limit for the placement of any information in someone's personnel file.

**REPRIMANDS**

Two contracts contain provisions which allow faculty members to remove reprimands from their personnel files after two years. Another contract allows material to be expunged after three years. Four other contracts allow faculty members to apply to the appropriate administrator to have material removed from their personnel files. One contract states that once material is placed in a personnel file it may not be removed.

## CONCLUSIONS

Despite our oft-stated reservations about reaching conclusions based only on reading contract clauses, certain conclusions can be reached. Personnel file clauses are found in 80% of the two-year college contracts but only about half of the four-year college agreements. It might be very interesting for someone to investigate why this difference has developed. Who has access to the files and under what circumstances are important considerations which contract clauses should clearly spell out. One can assume that as economic forces continue to have a negative impact on promotion and tenure decisions, there will continue to be pressure on college managements to open personnel files to review and challenge and to require that only information that faculty members are aware of be used by peers or administrators in making promotion and tenure decisions.

TABLE 1  
Two-Year Contracts

<u>State</u>	<u>With Personnel File Clause</u>	<u>Without Personnel File Clause</u>	<u>Total</u>
District of Columbia	1	--	1
Illinois	4	4	8
Kansas	2	1	3
Maine	1	--	1
Maryland	1	--	1
Massachusetts	2	--	2
Michigan	15	3	18
Minnesota	1	--	1
New Jersey	6	--	6
New York	17	1	18
Pennsylvania	7	--	7
Rhode Island	1	--	1
Washington	5	5	10
Wisconsin	3	3	6
Total	<u>66</u>	<u>17</u>	<u>83</u>

TABLE 2  
Two-Year Contracts With  
Personnel Files by Agent Affiliation

<u>State</u>	<u>AAUP</u>	<u>AFT</u>	<u>AFT/NEA</u>	<u>IND</u>	<u>NEA</u>	<u>TOTAL</u>
District of Columbia	--	1	--	--	--	1
Illinois	--	3	--	--	1	4
Kansas	--	--	--	--	2	2
Maine	--	--	--	--	1	1
Maryland	--	1	--	--	--	1
Massachusetts	--	1	--	--	1	2
Michigan	--	1	--	2	12	15
Minnesota	--	--	--	--	1	1
New Jersey	--	2	--	--	4	6
New York	--	--	9	8	--	17
Pennsylvania	--	3	--	--	4	7
Rhode Island	--	--	--	--	1	1
Washington	--	3	--	--	2	5
Wisconsin	--	2	--	--	1	3
Total	<u>0</u>	<u>17</u>	<u>9</u>	<u>10</u>	<u>30</u>	<u>66</u>

TABLE 3  
Two-Year Contracts Without  
Personnel Files by Agent Affiliation

<u>State</u>	<u>AAUP</u>	<u>AFT</u>	<u>AFT/NEA</u>	<u>IND</u>	<u>NEA</u>	<u>TOTAL</u>
Illinois	1	2	--	--	1	4
Kansas	--	--	--	--	1	1
Michigan	--	--	--	1	2	3
New York	--	--	1	--	--	1
Washington	--	--	--	--	5	5
Wisconsin	--	1	--	1	1	3
Sub-total	<u>1</u>	<u>3</u>	<u>1</u>	<u>2</u>	<u>10</u>	<u>17</u>
Grand Total Tables 2 & 3	0/1	17/20	9/10	10/12	30/40	66/83

## BARGAINING ACTIVITY

The first semester of the 1975-1976 school year has been reasonably quiet on the college bargaining scene. There were a few elections where agents were chosen and a half-dozen or so colleges where the faculty voted against bargaining. Challenged ballots may require run-off elections at Rensselaer Polytechnic Institute (Troy, New York) and Northeastern (Boston, Mass.)

### LAW SCHOOLS

The faculty at Antioch College of Law in Washington, D. C. chose the AFT as its bargaining agent.

This is the sixth law school to elect an agent (Catholic University Law School voted bargaining down) and the first to elect an agent affiliated with a national organization. Fordham, New York University Law School, Syracuse, Temple and the University of San Francisco Law School faculty are all represented by independent Law School Faculty Associations without any national organizational ties. Antioch may become the first law faculty with a separate collective bargaining agreement as the other five law schools have been organized for quite some time now and none of the agents appear to be bargaining a contract. Currently, law faculties are covered by the Rutgers University contract (AAUP) and the State University of New York (AFT/NEA) contracts.

### MASSACHUSETTS

Several changes occurred in public higher education in Massachusetts in the fall of 1975. An affiliate of the National Education Association was chosen as the bargaining agent for fifteen campuses of the Massachusetts Community College system. Prior to the vote on the state-wide unit, three community colleges had bargained contracts and three others had voted against collective bargaining. Bristol Community College had a contract negotiated by an affiliate of the American Federation of Teachers and Massasoit and Mount Wachusett Community Colleges had contracts negotiated by National Education Association affiliates. Holyoke, Quinsigamon and Springfield Technical had voted bargaining down, but now the faculties at the respective two-year colleges are covered by the state-wide unit.

The formation of the University of Lowell in the fall of 1975 also affected two contracts. The Lowell State College faculty were under an AFT contract while the Lowell Technical Institute faculty were covered by an

NEA agreement. Both contracts were bargained prior to the merger of the two colleges to form the University. A bargaining election at the University will be conducted late next winter or early next spring to determine which bargaining agent, if any, will represent faculty at the University.

**SECOND SEMESTER**                    The second semester of 1975-1976 may prove busier. New York University is scheduled for its second collective bargaining election in early February. The University of Montana faculty also voted the first week of February. The nine branch campuses of the public university system in Florida are expected to conduct a bargaining election by late February. The University of Pittsburgh faculty will probably vote on bargaining in late March or early April. Elections are also expected this spring in Connecticut, Illinois, Minnesota and Wisconsin. Should additional states pass enabling legislation or should the Federal government adopt a public employee bargaining law, the higher education bargaining scene will become even more active this spring.

#### CONTRACT PROVISIONS FOR LONG-RANGE PLANNING

The mission of an organization is generally considered a management right. Faculty members are vitally concerned about long-range planning, the allocation of institutional resources, curricula and program offerings, building sites and space design and utilization. College collective bargaining contracts are relatively silent about these areas. Only 18 of 124 contracts recently surveyed by the National Center mentioned any provision for faculty participation in long-range planning (see Table 4).

**FOUR-YEAR COLLEGE CONTRACTS**                    Five college contracts (11.6%) from four-year institutions mention long-range planning. Thirty-eight contracts are silent in this respect.

One private college contract provides that the president of the bargaining agent organization may request a meeting with the college president, or his designee, the academic dean and the vice president of the college to discuss any fiscal, budgetary or long-range institutional plans which has been proposed or is being considered. Two public contracts (one in Michigan and the other in New York) require that the officials of the union be informed of any policy decisions concerned with the mission of the college, its budget, its organization and the assignment of personnel; but the contracts make it clear that this information is being passed along



"in the interest of good communication." Another public, four-year college agreement establishes a six-person Institutional Development Committee (two named by the agent, two by the Board of Trustees and two by the student government). This committee is designed to advise the Board of Trustees in matters of educational policies, remodeling and construction, long-range institutional planning and new or modified financial or budgetary factors. A private four-year college contract in the Midwest requires that the Faculty Senate, which has student but not administrative participation, be consulted on long-range planning questions, the utilization of physical resources and the preparation of annual college and departmental budgets. The Senate is empowered by the collective bargaining agreement to legislate on these matters. This legislation becomes effective after review and approval by the Board of Trustees.

**TWO-YEAR COLLEGE CONTRACTS**                      Thirteen (15.6%) of 83 two-year college contracts mention faculty involvement in long-range planning. Five of the thirteen contracts speak to either representation on long-range planning committees or to notification by the administration to the union of any long-range planning that is going on. Six other contracts provide for consultation or joint study committees but these contracts go into more detail as to the questions of educational policy, fiscal and budgetary plans, and facility allocation and planning that the bargaining agent can become involved with.

Two other two-year college contracts differ substantially from these eleven. A Michigan contract requires that the employer involve faculty in the development of policies having a direct relationship to their interests or professional mission including the programs to be offered by the college. It then adds a highly unusual feature, when the recommendations of these standing committees are not accepted by the employer, written reasons for the failure to accept the recommendations must be offered.

A two-year college agreement from the state of Washington goes even further. This contract states that the long-range planning and budget development policies of the college are negotiable and that disputes are subject to binding arbitration.

**CONCLUSION**                      The prophets of gloom and doom who readily predicted the death of collegiality, faculty senates, governance and the like, with the advent of collective bargaining in higher education have not yet had their dire predictions come to fruition. College bargaining agents who become active in the long-range planning and budgetary allocation

areas, may, indeed, have an enormous impact on college administrations and Boards of Trustees.

TABLE 4  
College Contracts With  
Long-Range Planning Clause<sup>1</sup>

<u>State</u>	<u>AAUP</u>	<u>AFT</u>	<u>AFT/NEA</u>	<u>IND</u>	<u>NEA</u>	<u>TOTAL</u>
Illinois	--	1	--	--	--	1
Massachusetts	--	1	--	--	1	2
Michigan	--	1	--	--	4 <sup>c</sup>	5
New York	--	--	1 <sup>b</sup>	1	--	2
Ohio	1 <sup>a</sup>	--	--	--	--	1
Pennsylvania	--	1	--	--	--	1
Rhode Island	--	--	--	--	2 <sup>d</sup>	2
Washington	--	1	--	--	2	3
Wisconsin	--	--	--	--	1	1
Total	<u>1</u>	<u>5</u>	<u>1</u>	<u>1</u>	<u>10</u>	<u>18</u>

<sup>1</sup>Unless otherwise noted, colleges are two-year, public institutions.

- a) private, four-year college
- b) public, four-year college
- c) two public four-year colleges
- d) one private four-year college

## SUBJECT BIBLIOGRAPHY

PERSONNEL FILES

Air Force V. Rose, Supreme Court of the United States (No. 74-489.); The College Law Digest, 5(3): 68, May, 1975.

Supreme Court agreed to review decision of lower courts in case involving the confidentiality of student records.

Alpena Community College Faculty Council and Alpena Board of Education. (AAA Case No. 54-39-0558-73, January 25, 1974.); 1974-GERR-552: C-2.

Teacher afforded adequate notice of nonrenewal as per State's Tenure Act, but materials placed in her personnel file without her knowledge must be removed.

Association of Pennsylvania State College and University Faculties/Pennsylvania Association for Higher Education and Commonwealth of Pennsylvania. (September 7, 1973; Grievance No. 11).

Alleged traffic violation and proper use of personnel files. (On file NCSCBHE - 5 pp.)

"Associations Request Delay in Implementing Privacy Legislation." Higher Education and National Affairs, 23(39): 1-2, October 11, 1974.

ACE and six other higher education associations have asked Congress to delay the implementation of new legislation giving college and university students the right to inspect all their school records and files.

"Buckley Describes How His Amendment Came Into Being." Nation's Schools and Colleges, 2(1): 31, January, 1975.

"Buckley Privacy Regs. Published." Higher Education Daily Supp.: 3, January 7, 1975.

"California Court Tests Confidentiality in Psychiatry." Chronicle of Higher Education, 8(24): 2, March 18, 1974. Case in Tarasoff v. U. of California at Berkeley to be reviewed by Ca. Supreme Court.

PERSONNEL FILES (cont'd.)

Equal Employment Opportunity Commission v. University of New Mexico (504 F. 2d 1296 (10th Cir. 1974.); The College Law Digest, 5(2): 33-34, March, 1975.

State university, under EEOC investigation for dismissal of faculty member on basis of national origin, must comply with subpoena for copies of personnel files of other professors.

Fields, Cheryl M. "Releasing Student Records." The Chronicle of Higher Education, 9(15): 1, 8-10, January, 1975.

Full text of proposed U. S. guidelines on access to student records included.

"HEW Publishes Rules for Implementing Privacy Act." NACUBO College and University Business Officer, IX(5): 13, November, 1975.

"Holt Asks Court Order Before HEW Can See School Records." Higher Education Daily 3:2, February 13, 1975.

Scott, Robert A. "Secret Evaluations are as Helpful as Secret Grades." The Chronicle of Higher Education, 9(19): 11, February, 1975.

Tarasoff v. Regents of the University of California. (118 Cal. Rptr. 129 (1974.); The College Law Digest, 5(2): 45, March, 1975.

Regents sued by parents of murdered student, charging that student medical records that indicated the danger, were available.

University of New Mexico, EEOC v. U. S. Court of Appeals, Tenth Circuit (Denver). (No. 74-1119, October 30, 1974.)

EEOC is entitled to enforcement of subpoena duces tecum requiring university, which has been charged with discriminating against certain professor, to produce records and personnel files of other professors, even though no "probably cause" has been shown that university violated Title VII. Labor Relations Reporter, 8: FEP Cases 1037 - 1044.

University of New Mexico, EEOC v. U. S. District Court, District of New Mexico. (No. 10254 Civil, Nov. 2, 1973)

EEOC, in investigating claims, requires University to produce personnel files of present members of college faculty and files of faculty members who had been terminated during three previous years. Labor Relations Reporter, 7: FEP Cases, 653-54.

LAW SCHOOLS

Goldman, G. , M. Crowley, and L. Wirtz. "Faculty Collective Bargaining and the Law Schools - a Panel Discussion." Ohio State Law Journal, 33: 743, 1972.

Oberer, Walter, et al. Amicus Brief of the Association of American Law Schools. Washington, D. C.: Association of American Law Schools, 1971.

LONG-RANGE PLANNING

Abramson, Paul. "The Costs - and the Pressures - Continue to Rise." American School and University, 47(5): 29-36, January, 1975.

Bowen, Howard R. "Planning and Budgeting for Higher Education in the Inflationary 1970's." EACUBO Newsletter, 70: 3-8, August, 1975.

Carnahan, Orville D. "Need for Planned Change." Community and Junior College Journal. 46(1): 11-12, Aug./Sept., 1975.

Derr, C. B. and D. A. Orton. "Crisis and Contingencies for the Small Private College." Teachers College Record. 77(2): 231-247, December, 1975.

Dresch, Sephen P. "A Critique of Planning Models for Post Secondary Education: Current Feasibility, Potential Reliance, and a Prospectus for Further Research." The Journal of Higher Education, 46(3): 245-286, May/June, 1975.

Fiske, Edward B. "Education Uncertainty." (Disparities in Enrollment Projections and Problem of Campus Planning) New York Times, April 18, 1975, p. 36.

Hagemeyer, Richard H. "Planning for Growth." Community and Junior College Journal. 46(1): 13-15, Aug./Sept., 1975.

Kerr, Clark. "Fates and Fortunes of the Community College." Community and Junior College Journal, 46(1): 6-10, August/September, 1975.

Nesmith, James N., ed. More For Less: Academic Planning With Faculty Without New Dollars. New York: Society for College and University Planning, 1975.

Ping, Charles J. "Unionization and Institutional Planning." Educational Record 54(2): Spring, 1973.

LONG-RANGE PLANNING (cont'd.)

Sturner, William F. Action Planning on Campus, Washington, D. C.: American Association of State Colleges and Universities, 1975.

Trivett, David A. The Vital Small College: Strategies and Missions. ERIC Higher Education Research Currents, 1974-75. Washington, D. C.: ERIC Clearinghouse on Higher Education.

**FOURTH ANNUAL CONFERENCE - NCSCBHE-BARUCH COLLEGE/CUNY**

MONDAY, APRIL 26, 1976

TUESDAY, APRIL 27, 1976

Morning

Morning

8:00 Registration and Coffee Break  
Bowman Room  
North Lobby

9:00 Plenary Session

"State Government and Higher Education Under Faculty Bargaining"

10:00 Welcome and Keynote Address

*Clyde J. Wingfield*  
*President, Baruch College*

10:30 Plenary Session

10:00 Coffee Break

*Kenneth P. Mortimer*  
*Professor of Higher Education*  
*Pennsylvania State University*

"Higher Education and the Current Fiscal Crisis"

*Martin J. Morand*

*Executive Director, APSCU/PAHE*  
*Harrisburg, Pa.*

10:45 Small Group Sessions

(See Monday, 2:00 p.m.)

12:00 Noon LUNCHEON

12:00 Noon LUNCHEON

"Academics and Bargaining"

"The Law and Higher Education"

Afternoon

Afternoon

2:00 Small Group Sessions

2:00 Plenary Session

"Unions on Campus"

Group A Private College and Collective Bargaining

Group B State and Federal Legislation

Group C Community Colleges and Collective Bargaining

Group D Dispute Settlement Techniques

Group E Non-Faculty Personnel and Collective Bargaining

Group F Students and Collective Bargaining

3:15 Summation

Adjournment

3:15 Coffee Break

3:30 Small Group Sessions

(See 2:00 p.m.)

**REGISTRATION FORM**

Mail to: Dr. Thomas Mannix, NCSCBHE, Box No. 322, Baruch College  
17 Lexington Avenue, New York, New York 10010

(212) 725-3390

Please reserve \_\_\_\_\_ place(s) at the FOURTH ANNUAL CONFERENCE OF THE NATIONAL CENTER FOR THE STUDY OF COLLECTIVE BARGAINING IN HIGHER EDUCATION, April 26-27, 1976, The Biltmore Hotel, Madison Avenue at 43rd Street, New York, New York 10017.

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Institution \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 Area Code \_\_\_\_\_ Number \_\_\_\_\_

**REGISTRATION FEE**

SUBSCRIBERS: 1 free registrant  
 Each additional registrant .....\$150

NON-SUBSCRIBERS  
 1st registrant .....175  
 Each additional registrant .....150  
 Student Rate .....75

Check enclosed  Please bill  Free registrant