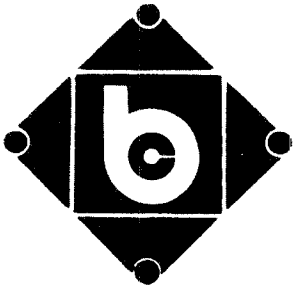
COLLECTIVE BARGAINING IN HIGHER EDUCATION

Proceedings
Fourth Annual Conference
April 1976

THOMAS MANNIX, *Editor*
THEODORE H. LANG, *Director*



National Center for the Study of
Collective Bargaining in Higher Education,
Baruch College—CUNY

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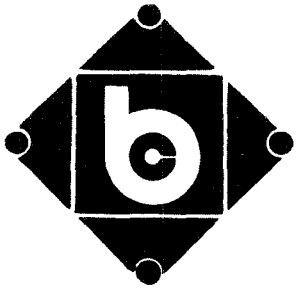

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Collective Bargaining in Higher Education,
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Introduction

This volume represents papers presented at the Fourth Annual Conference of the National Center for the Study of Collective Bargaining in Higher Education conducted in New York City on April 26-27, 1976. The papers covered a wide range of topics as indicated by the program:

Monday, April 26, 1976

10:00 Welcome and Keynote Address
Clyde J. Wingfield, President, Baruch College—CUNY

10:30 Faculty Unionism and the Threat to American Public Higher Education
Martin J. Morand, Executive Director, APSCUF/PAHE, Harrisburg, Pennsylvania

12:00 Academics and Collective Bargaining
Seymour Martin Lipset, Professor of Political Science and Sociology, and Senior Fellow, Hoover Institution, Stanford University

2:00 Small Group Sessions

Faculty Grievance Procedures in a Non-Union Context
Sidney Herman, Dean, Northeastern University, Boston

State and Federal Legislation
Edward P. Kelley, Jr., Associate Director, Academic Collective Bargaining Information Service, Washington, D.C.

Community Colleges and Collective Bargaining
Ray Howe, Dearborn Public Schools, Dearborn, Michigan
Henry King, President, Henry Ford Community College Federation of Teachers, Dearborn, Michigan

Non-Faculty Personnel and Collective Bargaining
Russell Reister, Director of Personnel, University of Michigan, Ann Arbor, Michigan

Students and Collective Bargaining
Kathleen Brouder, Associate Director, Research Project on Students and Collective Bargaining, Washington, D.C.

Tuesday, April 27, 1976

9:00 State Government and Higher Education Under Faculty Bargaining
Kenneth P. Mortimer, Director, Center for the Study of Higher Education, The Pennsylvania State University, University Park, Pa.

12:00 Collective Bargaining and the Growing Crisis in Higher Education: A Faculty Perspective
David W. Shantz, Oakland University, Rochester, Michigan

2:00 The Scope of Bargaining and Its Impact on Campus Administration
J. Victor Baldridge, California State University, Fresno, California

When the *Proceedings* volume of the Center's Fourth Annual Conference went to press in the summer of 1976 better than 300 bargaining agents were functioning representing faculty on more than 490 campuses. The National Center's contract library contained more than 230 contracts by July 1, 1976. This compares with 211 agents covering 321 campuses and fewer than 100 contracts on file when our *Proceedings* volume went to press in 1973. College contracts in 1976 could be found in twenty-nine states, the District of Columbia and Guam.

The National Center for the Study of Collective Bargaining in Higher Education was founded at Baruch College, City University of New York in 1972 at a time when collective bargaining for faculty members and other professionals became one of the newest and fastest growing phenomena in higher education.

Conceived as national in scope, objective in approach and comprehensive in service, the Center embraces the following activities.

1. A national databank on collective bargaining in higher education with emphasis on faculty bargaining. A grant from the Elias Lieberman Memorial Foundation enabled the Center to establish The Elias Lieberman Higher Education Contract Library. An additional grant from the Ford Foundation has allowed the Center to continue and expand the contract library. One hundred and forty-six contracts are now on a computer with a FULL-TEXT retrieval capability.
2. An information clearinghouse with suitable media for information circulation and exchange, including a periodic newsletter and annual journal.
3. An ongoing program of interdisciplinary research and analysis on issues in the field.
4. A program of collective bargaining training for education leaders through seminars, institutes, and other programs. Its long-range goal is to develop a corps of skilled and informed leaders for both sides of the bargaining table.

Acknowledgements

A publication of this type relies heavily on the efforts of many people. The conference contributors and participants provide the basic information. The National Advisory Committee provides ideas and suggests themes. The Faculty Advisory Committee of the National Center provides time and energy in planning and carrying out the annual conference. Special recognition should be paid to the Audio Visual staff of Baruch College under Mr. Lawrence Arnot and the College Relations staff under Robert Seaver. Transcribing the tapes and preparing the manuscript for publication was done by Annie Polite and Ruby Hill of the National Center secretarial staff. Finally, the editor gives special thanks to Mrs. Evan G. Mitchell for the long hours spent in supervising the annual conference and in the preparation of this volume.

T.M.M., editor

Welcome and Keynote Address

President Clyde J. Wingfield

The easiest part of my assignment this morning is to bid you welcome to the Fourth Annual Conference of the National Center — Collective Bargaining and Fiscal Crisis in Higher Education. We have had our fair share of both in the past year. We are pleased to see that some of you still have enough travel budget to join us this year, and flattered by your interest in the activity of the Center. The welcome is most cordial. If there is anything my office can do to facilitate your visit to Baruch College and New York, please let us know.

Fiscal crisis is an appropriate theme for this conference. The University may be broke, but it seems to me that this crowd can take heart. You are among a relatively select few technicians who represent a growing part of the academic industry — one that is generally contracting. Consider the happy prospect of more contracts; a growing proportion of academic people who don't get what they want can grieve. This implies more professional staff to handle all of the process which is due. So our future as technicians in this particular corner of academe would appear to be bright. But if our future is bright, our responsibilities are less clear, at least to me. The whole idea that colleges and universities are different places is at issue. Harlan Cleveland has put it this way, "It is a trio of notions that in the company of intellectuals, precise rules of behavior are nonsense; that valid judgments about rights and responsibilities within the academy can be made only by peers; and that within the parameters of peer judgment, individual members of the academic club are free to inquire, teach, speak and upon qualification, to be protected for life." The reasons for this special protection were obvious enough I think when the promises of the Age of Reason, if they were to be achieved, required the university to be insulated and protected from the broader society, and the university was perhaps, the only significant change agent in that society. Today the university's mission is not quite so unique and it is performing services for vastly different clientele. It can hardly claim today that it is the only significant change agent in society.

One of the consequences of this changed condition is that the rationale for special protection for the university which has had some tradition in the American experience is being exchanged for greater protection for the individual. Democratic process in the traditional academy was never really very democratic. The university was ruled by a co-brokerage of senior, tenured faculty and the administrative hierarchy. Non-tenured, junior rank teachers were clearly second-class citizens. Quality control was by an intuitive consensus called peer judgment, and in this arena, sometimes unjust, perhaps, even stupid personnel decisions were made. But the academy itself was seldom undermined by these decisions and, in fact, it may even on occasion have been strengthened by an arbitrary denial of reappointment or promotion.

Similarly, salaries and other compensations could be adjusted to fit available resources. Those who objected could look elsewhere. The faculty member was an individualist who negotiated a private contract with his employer.

Unionism was a rational response by those who were disadvantaged in the traditional system by that system. But the numerical base upon which bargaining unit

rests is not always the scholarly base upon which the legitimacy of the academy rests.

So, my concern is that in deciding to bargain with the academy's management, the faculty does not wholly abandon the idea that in an intellectual community the resident intellectuals are partially responsible for governance *and institutional maintenance*. In mandating collective bargaining in the academy, legislatures have used the most visible model; that model following along in the distinguished precedent of the labor movement — two-sided, bilateral. But in reality, when the model is applied to the university, it is applied to a many sided, multi-lateral world, and sometimes fails to fit. Some of the resulting difficulties are apparent. To take one example: the essence of academic administration has long been the deliberate ambiguity of the departmental chairman's role as both faculty member and administrator. It has not been necessary, not even desirable, for the department chairman to act always in the best interest of the institution nor has he always felt it necessary to act in the best interest of his colleagues. The chairman has been, in the best sense of the word, two-faced; an accountable member of the administration, and a colleague also accountable to colleagues.

The difficulty of collective bargaining, in this respect is that it forces a choice. The precedents so far set around the country say something about that difficulty. Sometimes the chairman is in the unit, in other contracts the chairman is identified as an extension of management. The only thing that seems to have survived is the maintenance of the ambiguity.

The two-sidedness of the traditional collective bargaining model is puzzling to the academy in other ways. The student, not to mention parents, alumni, friends, have been urging that they too have a right to participate in that bargaining process which determines the nature and shape of the institution. It's very difficult to fit those interests into the traditional model.

Few issues in university governance can be pressed into a strictly bilateral mold. Most have at least a dozen sides. I think we know by instinct and by experience that management of a complex organization requires a lot of talking, a lot of listening in an effort to take every interest and opinion into account, and at the same time, emerge with policy decisions and executive actions. You know that this kind of task is not best tackled by identifying and dramatizing two sides with sharply contrasting differences.

The fiscal crisis, which we all to a greater or lesser degree face, seems to urge increased flexibility and optimum utilization of resources. In the traditional university governance model, it was possible to slice a pie a little thinner, rearrange the pieces and continue business as usual, to be sure on the backs of the faculty and the staff; but at least the institution's function was facilitated.

Today, at Baruch College, if a department proposes a more efficient scheduling of staff in the face of serious economic problems and drastic budget reductions, the front office may be forced to veto that proposal in the name of contract compliance. In retrenchment, the contract may require the firing of some faculty in order to maintain the guarantees of the contract for others. Under the CUNY contract, in a retrenchment posture, a lecturer with a Certificate of Continuous Employment (contractual tenure for the lecturer-teacher without a Ph.D. employed primarily to teach) has employment rights ahead of a fully credentialed research scholar who, for

whatever reason, is appointed without tenure. It creates some very interesting anomalies.

So what to do? I suspect that there are few here this morning who would buy the notion that bargaining can be other than adversarial, other than bilateral. I also acknowledge that in the university community, or in any of its component parts, we will act wisely and responsibly only to the extent that other options have been exhausted.

But what to do when the only thing management has to give is money and there is none?

What to do when budgets are reduced by 20% during the course of a budget cycle, as has been our experience in CUNY this year?

What to do when students, alumni, even senior faculty feel that they are not represented at the bargaining table?

What to do when legislatures at once require collective bargaining and at the same time deny the resources to make a deal?

I don't have any answers to the explicit and implicit questions I have raised. It seems to me we will, sooner or later act to protect the academy or we will lose it, and all sides would appear to me to have far too much at stake to permit the loss. But I am often disappointed because I assume rational behavior and don't always see it.

The only wisdom I have to leave with you is the product of graffiti I saw somewhere which said, "do not adjust your mind, there is fault in reality."

Faculty Unionism and the Threat to American Public Higher Education

Martin J. Morand
Executive Director, Association of Pennsylvania State College and University Faculties

The concept of public higher education — so recently seen as the solution to poverty and prejudice, to violence and lawlessness, and as a panacea for the social and economic inequities that afflict our society — is under assault in America today. Gerald Ford and the Carnegie Commission find eager and powerful allies — in the business community, the Congress and the State houses and, saddest, from some of our most prestigious private universities and colleges — when they assert that the public colleges have overgrown their boundaries and exceeded their marginal social utility. This powerful coalition, with astonishing bluntness, proposes to turn the public colleges — the peoples colleges — into vocational training schools narrowly tailored to the needs of the labor market.

We are in the midst of a counter-revolution, led by business-oriented, cost-conscious managers, who are quietly but ruthlessly cutting back, pruning and phasing out programs, faculty, students and even whole colleges. Prematurely predicting enrollment declines, armed with carefully selected statistics, spouting euphemisms such as "cost-benefit analysis", "accountability", "productivity", "retrenchment", etc. etc., budget-minded administrators are deciding the fate and future of our colleges. The criteria for survival is "attractiveness". Concerns about liberal education are subordinated to the balance sheets of the accountants and statisticians.

My purpose here today is to discuss some of the reasons for this assault, to identify what I see as the issues and to suggest not only a course of action but a model for that action. I do not come without prejudices. I believe that a broad, liberal education — freely accessible to the great working class and the traditionally underprivileged of this country — remains our best, indeed our only hope for fulfilling the promise of the American Revolution. My prejudices are in part the product of my having had the opportunity to attend CCNY for a nickel subway fare. For me, therefore, a freely accessible liberal education is not just a dream but a necessity. I come from a trade union background and am the organizer and Executive Director of perhaps the most successful faculty union in America. Obviously these facts should be weighed when I assert that faculty unionism is the critical force for effectively defending the values and the value of public liberal higher education. I am at best cautiously optimistic that such a defense will be made, or that it will succeed, but I see no group other than the united faculties of our public colleges in a position to provide leadership and rally support for maintaining and expanding the role of the peoples colleges.

Our current plight stems in part from the past willingness of educators to justify their existence, specifically their budgets, in terms of economic utility. In the 1960's, particularly, educational establishments sought appropriations and justified programs on the easy ground that there would be quick and demonstrable economic returns: increased earnings to the graduates and increased tax revenues to the state.

When Sputnik rocketed us into a brave new world of higher education, no cost was too great to put a man on the moon before the Russians. Money flowed and programs flowered. Public insitutions expanded access to a decent liberal education for those who could not afford private institutions. This was the age of the "think tank" with knowledge exploding at a feverish pace, special sciences being generated overnight and computers growing from a laboratory toy to man's greatest technical innovation. Man, an American man, landed on the moon and for a moment we had a glimpse of "Camelot". Ironic, really, that no American college thought to erect a monument to the one man who did more than any other for American higher education, Nikita Krushchev.

The successes gave birth to a cliche: "If we can put a man on the moon, why can't we eliminate poverty, rehabilitate criminals, cure cancer or brew a better cup of coffee?" Both students and the public demanded to know why a nation so successful in conquering the complexities of inter-planetary physics could be so baffled or disinterested in earth-bound human problems. The end of the Apollo space program ushered in an age of disillusionment. Money seemed more scarce — liberal education less a necessity. People began asking if the investment in education was "showing a favorable return" in the Gross National Product. President Ford asked, "What good is education if it does not prepare the student for a job?" This substitution of training for education, the suggestion that there is such a word as "over-educated" are symptomatic of a society where value is spelled P-R-I-C-E.

Those who accuse education of failing are really complaining that it was not the cure-all for social ills they had proclaimed it to be. For this excessive expectation, educators themselves are culpable. They promised anything so long as it resulted in greater funding. Instead of arguing for education as the individual's right for his or her personal development, education was represented as a capital investment which would repay the state in higher taxes paid by more productive people — a painless, peaceful vehicle to create social and economic equality, cure racial prejudice, eliminate sexual chauvinism, transcend religious parochialism and subsume ethnic isolationism in an intellectual melting pot.

It quickly became apparent that the products of the expanded educational system were being poured out into an economic system that really had no room or use for them. Indeed, it did not require a federally financed Harvard and MIT study to demonstrate that as the proporation of society enjoying higher education grew, the special economic advantage of the educated person would be more difficult to demonstrate. Any high school algebra student could have seen that as the percentage of the population in post-secondary education increased, their relative advantage over the rest of society must inevitably diminish.

Our failure to establish higher education as a right has unfortunate consequences. Since the individual's right to a high school education is clearly established, no one suggests that our high schools be closed simply because high school graduates cannot find jobs. But the parallel proposition — that our colleges should be cut back because there are not jobs for the graduates — is widely accepted. There is hardly a voice to point out the obvious — that the problem is not with our educational system but rather with our economic system and with our distorted sense of value.

Since the critics and enemies of public higher education persist in measuring our successes and failures in economic terms, it is important that we understand the

nature of the economic system which holds us accountable. A useful short-hand description of that system is the pyramid. Throughout most of our history it has been socially useful to nurture the myth that there is always room at the top of that pyramid for the diligent, the talented and, particularly, for the college graduate.

The truth of course has been otherwise. There is, by definition, a limited amount of room at the apex of the pyramid. The social stereotypes have therefore been convenient criteria for rejecting candidates for the upper level. A disproportionate number of blacks and women have been kept out of college and one major reason, spoken or unspoken, is that it would be economically wasteful to make an educational investment in persons predestined as unable to realize the fruits of their education. We may have been embarassed by the limited opportunities available to blacks, but we have sometime proudly proclaimed the limits placed on women. And, although less widely acknowledged, there has been tacit recognition of the fact that birth and background are more important determinates of the individual's ultimate place in the social and economic hierarchy than intelligence and education.

Thus if education is justified as an investment with an economic payoff, it follows naturally that society's pariahs should receive less of it. The crisis facing our colleges is not only a crisis of dollars and cents, it is a challenge to our commitment to higher education as an instrument for social change and development. Questioning of its benefits is as ancient as education itself. Two hundred years ago something was said about the equality of man, about his common dignity and the rights of the individual to pursue a life of happiness. The men—and they were all men—who signed the Declaration of Independence were liberally educated—familiar with the thinking of Socrates, Plato and Locke. The slaves they owned and the people they purported to represent were not.

The Declaration was a landmark in revolutionary rhetoric, but it represented more of a War of Independence than a social revolution. All people were equal — so long as they were not black, red, female, young or poor.

The history of education in America is both yardstick and symbol of the unfinished American revolution. In the expansion and contraction of access to education, as education reaches out to serve the individual's needs or prostitutes itself to provide job training and social conditioning at public expense, as it provides equality of investment and encouragement for girls as well as boys, blacks as well as whites, for poor as well as rich, we can read the alternating successes and failures of our struggle for democracy.

Rhetorically the Revolution rejected the aristocratic philosophy of Burke—that "the State will suffer oppression if hair dressers and working tallow chandlers are allowed to rule."—and his colleague Burge—that "only superior minds are fitted for receiving and examining moral premises"—but the rhetoric has been slow of application. It was generally accepted that wealth, sex and race had more to do with the superiority of an individual's mind than did talent or scholarship. Franklin and Payne were the sons of a tallow chandler and a corset maker but this did little to reverse the prevailing view that the common man deserved at best a common, practical education fitting to his station.

Free public education was a major demand of the post-revolutionary American lower classes and became an issue of Jacksonian democracy. The emerging trade union movement seized on free schooling—together with demands for a shorter

work day, the right to organize, the elimination of child labor and the removal of property restrictions on suffrage—as a central goal. The struggle was protracted. The Workingmen's Party, organized in New York City in 1829, included as a principal plank in its platform a demand for a school system "that shall unite under the same roof children of the poor man and rich, the widow's charge and the orphan, where the road to distinction shall be superior industry, virtue and acquirement without reference to descent."

Property owners protested taxation for what they saw as the encouragement of indolence. They offered to compromise by supporting public schools for those who would take a pauper's oath—still the basic condition for most student scholarships—while workers resisted this social stigma.

Higher education has an historically privileged role in our capitalistic society. Public higher education has been an attempt to erase this snobbish stain of privilege and to give education a more central and accessible position in our culture. Although frequently scorned by established and privately funded institutions, public colleges have managed to give millions of low income and minority students a liberal education and a chance for upward mobility.

Despite this accomplishment, a recent statement by the Carnegie Commission identifies defense related research as the only public service attributable to expanded higher education. The Commission contends that higher education for the masses has been a "frighteningly successful endeavor to create men and women for a mass economy" and suggests that public colleges have been and should continue to be vocationally preparatory institutions.

Indeed the current snowballing campaign to cut back and cut out "frills" in our public colleges and to make of them vocational training schools, is but a continuation of this ancient conflict between the privileged and the working classes. And, as always, those who would preserve a classical liberal education for the elite at the private universities while giving more practical training to the students at our public colleges, pose as the champions and protectors of the lower class, fighting to give them training that will assure them of jobs. For a multiplicity of reasons—some of which I have already touched upon and others that I will examine in a moment—these forces are succeeding in enlisting many of their victims as allies and for the first time in 200 years are making significant progress in turning back the clock in the fight to provide equality of educational opportunity for all Americans.

So long as our tax structure permits and encourages the private universities to intercept—through gifts and grants—public monies before these funds even reach the public treasury, there is no way we can hope to achieve equality of opportunity except through the priority funding of public colleges providing a broad literal education at no tuition.

The alternative is for the private schools to use the public monies from gifts and grants, and increasingly, from the public treasury itself, to provide a quality education for the privileged while our public schools administer job training.

I may be accused of being divisive within the higher education community and indeed among faculty unionists because of this public critique of private higher education. I am focusing however not on the faculty—who probably are where they are as much by happenstance as by design, nor on the students, many of whom are probably young idealists more intent on turning the socio-economic pyramid on its

point than I am—but on the trustees, the alumni and the presidents and administrators who serve at their behest. It is they who first declared the class war through self-fulfilling elitist prophecies of a contracting market for liberal higher education and a demand that they retain their hegemony over the field.

It was the Carnegie Commission on Higher Education and the Fortune 500 corporate presidents and board chairmen on the Committee on Economic Development who first attacked no and low tuition. It is Treasury Secretary Simon and Princeton alumni who proclaim that their tax deducted gifts would be used to interfere with academic freedom, to pressure professors to preach business values.

I would be for peace with the private colleges but their armies of lobbyists, politicians and influence peddlers are already in the field. It is they who have taken up arms against us and it would be foolhardy for us to ignore them. The call of businessman turned college president, John Sawhill of New York University, for accomodation and equality of suffering between the public and private universities reminds one of nothing so much as Anatole France's observation that "The law in its majestic equality forbids the rich as well as the poor man to sleep under bridges, to beg in the streets and to steal bread!"

I have noted the failures of education to fulfill its promises—easily and eagerly made to justify increased funding—to cure the myriad ills that beset our society. Whether these failures were, in fact, failures or false expectations is hardly worth debating. The important point is that taxpayers and legislators perceive them as failures and vent their anger and disillusionment in budget cuts—and then take legislative action to make the public colleges "accountable" while continuing to provide unaccountable tax funds to the private sector.

Ironically, we also suffer politically from what I personally regard as perhaps our finest hour. It was only when hundreds of thousands of our idealistic college students lost their draft deferred status and swelled not just the officer but the enlisted ranks of the Army that serious questioning of the Vietnam war began in our country. Without these students who had learned to ask "why" as well as "how", it is not difficult to imagine the greater disaster into which we might have been escalated.

Yet perhaps a singularly damaging blow was dealt to the cause of higher education by that truly dramatic failure of education to do the simple and fundamental job that in the past had never been brought into question: to prepare the nation's young men to wage effective war. The wars that built the British Empire, it was said so often and with such pride, were won on the playing fields of Eton. And since the earliest days of our own republic our colleges have provided the second lieutenants for our wars. The massive numbers of college students turned privates who participated in this war were not its leaders and defenders but became instead its resisters and opponents. The failure this time was dramatic in that it was compounded. Not only did our students fail to rally to the flag. They quite literally burned the flag.

I suspect that the angry reaction of large segments of the American public to the student role in the antiwar demonstrations—coupled with related anger at the changing life styles and changing values that have emerged, primarily from our campuses—has engendered deep antagonism—definitely encouraged and exploited by Spiro Agnew—toward the very words "college", "university" and "student". Indeed the word "intellectual" was made a political pejorative. I am personally

persuaded that history's verdict and the most damning indictment of the Nixon era will be: "They taught us to hate our children." This anger, antagonism and hate provides—and will continue to provide for years to come—a reservoir of public support for those forces that lead the assault on liberal higher education.

How do we face up to the disillusionments and misconceptions that have brought us to our current condition? My own conviction is that our faculties have the understanding, knowledge and commitment that is required.

The problem is to give our faculties an effective voice and an effective means for action. I believe that if educators are to be heard, the best means at their disposal is through the respect that a large and powerful union commands. However it is not self-evident that faculty unionism is or can become a meaningful force for change.

While faculty unionism is not necessarily, as some traditionalists view it, simple opportunism or a degradation of idealistic principles of collegiality, neither is it necessarily a Lancelot of educational reform. A faculty union must be a reasoned and vital reaction to managerial inefficiency and managerial impotence in protecting public higher education from its enemies.

Critics and doubters will question whether faculty unionism can or will play a constructive and creative role in public higher education—or whether it will merely mount a defensive rear guard action for the protection and insulation of the professoriate from any and all change. They assume that unions are merely for more—for higher wages and shorter hours. George Bernard Shaw, they could point out, observed that "Trade Unionism is not Socialism. It is the Capitalism of the Proletariat." I prefer to stress with David Lilenthal that "enlightened self-interest is often astonishingly altruistic."

To understand how the apparent contradictions may and must be resolved, it is crucial to remember that a union classically concerns itself with wages, hours *and* working conditions. For faculty, working conditions are not and cannot be merely office space and research facilities. For faculty their working conditions and the product of their labor—a liberally educated student body—are inextricable.

Faculty unionists, in their fight against an alienated working life and experience for themselves are simultaneously fighting for a quality educational experience for their students. The student/faculty ratio is more than a question of workload. It is a question of the interpersonal relationship between instructor and pupil. It determines the quality of the teaching/learning experience.

Even the narrowest of traditional trade union concerns must be approached by a faculty union in an unconventional way. To overcome the unfavorable balance in the law of supply and demand, unions have—from the priesthood of ancient Sumer through the medieval guilds to the American Medical Association—attempted to counter the iron law of wages through the control of the supply of skilled labor. But the closed shop that has worked for seers, bricklayers and the Bar Association is inaccessible to professors who proliferate cheap labor competition for their jobs merely by practicing their profession. Because teaching and learning are such inextricable activities the learning imparted by the teacher inevitably produces another teacher.

Because this Malthusian prospect of professional over-populatiuon is so bleak, faculty unions will inevitably do what other unions have done—seek to expand the market for their wares. How? Through support of low or no tuition, continuing

education, adult education, community based learning and educare.

Given the presumption of the fiscal crisis of the state, how are these expanded opportunities to be paid for—and by whom? If we reject the notion that students must bear the burden through tuition, then it must be the larger society. But a society skeptical of the value of education will not be eager to adopt additional burdens regardless of the quality of the services we proffer. This problem is compounded by the fact that our natural political supporters, the working class clientele served by the public colleges, are themselves already overburdened by an inequitable tax structure.

So faculty unions will of necessity confront two issues: the inequities of the present tax structure and, closely related thereto, the need to shift a greater share of the cost of education to the federal budget. Since the defense establishment claims such a large and increasing slice of the federal budget, this competition for federal funds will inevitably lead to a confrontation with the military—industrial complex thus forcing faculty unionists to address the major issues of our society.

How realistic is my assessment—call it dream if you prefer—of the ability of faculty unionists to make the defense of public higher education that must be made? I have said that I am at best cautiously optimistic but there are in fact grounds for this qualified optimism. Let me review a few experiences that suggest a course for the future and then suggest why these beginnings which may presently be exceptional must become universal.

APSCUF, The Association of Pennsylvania State College and University Faculties is the union that represents the faculties at the public colleges in Pennsylvania—fourteen campuses spread across the state. With a bargaining unit of approximately 4500 we have over 3700 voluntary dues paying members. In the area of wages and hours and, most important, working conditions, we have:

(1) Increased wages and benefits. This has enabled the public colleges of Pennsylvania to attract and retain quality instructors. Perhaps equally important it has improved the image and the self-image of the colleges. It is an unfortunate fact which we recognize and deal with that in our society price is still the predictor of value. Because we are expensive we ought to be good. Because we are expensive we had better be good. At the same time that we have bargained for increased wages and benefits we have lobbied effectively for budget increases commensurate with the increased costs.

(2) Bargained for contractual restraints on increased work loads-credit hours, contract hours, independent study, preparations, etc.—to protect the quality of the colleges as well as the quality of the lives of the faculty.

(3) Improved working conditions—not at the expense of, but to the benefit of the institutions. For instance,

(a) Colleges that were chronically subject to censure because of the deprivation of academic freedom now provide, by contract, the best of due process protection. Students during their life on campus thus see a model of civil liberties for the larger society.

(b) Retrenchment has been effectively resisted and in our current contract faculty have job security against adverse economic circumstances at least until 1978. In the process the program options of students have been enhanced.

(c) The faculty, through their union, now enjoy equal status with the academic management and the state government in planning for the future orderly evolution of the college curricula in response to social needs but without the hysteria of retrenchment. Through a jointly administered half million dollar Educational Services Trust Fund, created through collective bargaining, faculty are provided opportunities for professional development and re-training so that effectiveness is preserved along with their jobs.

(d) A system of individualized self-evaluation with input from students and administrators but administered through peer committees has been developed. It is not punitive but improvement-oriented and creates, perhaps for the first time, an open, honest and effective vehicle for peer review.

(e) This year—again as the result of collective bargaining—35 of our faculty won Distinguished Teaching and Service Awards of up to $6,000 as public recognition of and stimulus to excellence in our academic and service activities.

(f) The single most important thing that APSCUF has done to protect and enhance public higher education in Pennsylvania has been simply to serve as a model and inspiration for the development of an independent student union—the Commonwealth Association of Students. This has been both the result and the reenforcer of the faculty union's move from the cloister of academe to full involvement in the political arena. Our major political thrust was for adequate funding without a tuition increase. Since politics in our society depends on dollars and people—and since we were able to generate more political dollars ($25,000 from our 3700 members in our first effort) than voters—the political alliance with students was enhanced. This alliance has not limited itself to votes or budgets but inevitably comes to grips with questions of the quality of education. The inherent differences between professors and students in the classroom are offset by the fact that they are peers at the polling place. By virtue of this equal relationship there is a transcendent impact on their lives on the campus.

Can we overcome—even with the most enlightened of faculty union leadership—the forces intent on retrenching liberal public higher education in America? I am not certain that we will win. But I am certain that if we lose the Bicentennial celebration will be the dirge of the American dream.

Can faculty unionists do it by themselves? Or even in alliance with students? Obviously not. I have already suggested that the fight for public higher education must be seen in the context of the struggle for public education in general, of public services for society, and, ultimately, of the continuing struggle to establish a truly just and egalitarian society.

Clearly there is not today, a united movement of college professors. The minority organized for collective bargaining is fragmented between AAUP, AFT, NEA and no affiliation. The mass of unorganized faculties serve only to distract and impede the defense of higher education.

If we ultimately overcome it will be because we must. Not only because we cannot survive as individuals or as institutions without a reordering of social priorities but because what the world needs now is us—what we have to offer, what we stand for. Not only education but civilization itself is doomed in any society where it is possible to imagine that there is such a thing as over-education.

The same educational system which flooded the market with an excess of people competing for the acquisitive life and exposed the pyramidal structure of our hierarchial society, must now propose alternatives, most reaffirm its goal of extricating the laboring class from slavery of the assembly line and the mindlessness of automation and re-establish the systematic exploration of our existence.

If public higher education is to survive, the faculty union must address itself to the broken dreams of the working class. It must show that education is something more than just job training and that alternatives do exist to our pyramid of affluence. The connection between education and career is no longer linear or plausible. Questions of persons over-qualified for their jobs and qualified people without jobs are not questions of education's broken promises but of governmental and economic priorities. Full employment should not be the Utopian goal of a group of idealistic college professors, but rather the reality of a technologically advanced and mature society as envisioned and endorsed by a politically active group of college professors—the faculty union.

Let me sum up what I have said thus far. I believe the fiscal crisis that confronts us is the result of our failure to realize the full potential of our society. To succumb to the easy arguments of those who point to financial austerity as a solution would be an abdication of the fundamental commitment of the public educator to a liberal, progressive education readily accessible to all strata of the society.

The appropriate response to the so-called fiscal crisis is a calculated effort to reawaken in our society a commitment to altering the pyramidal structure of our society and the consequent attempt to restrict access to a liberal education. The faculty union, I believe, is the best available instrument for accomplishing this task. Through the faculty union the people capable of solving these problems can be politicized. The faculty union can be the instrument that brings the power and competence of the faculty to bear upon the problems of the effective management of available resources.

Critics of trade unions express concern that unions tend to restrict their goals to economic matters. Through faculty control of higher education, the faculty can make collective bargaining a force for significant change and progress in higher education. In so doing we may well point the way to the use of collective bargaining as a more creative force for workers generally since we may reasonably expect fully half the population, as students, to witness and benefit from the successful operation of the faculty union. Faculty unions can be the vanguard for a new post-industrial model of collective bargaining.

It is fortunate that we have reached this crisis at the time when society has become conscious that continuing to rape the earth of its resources and pollute the environment with materialistic production and consumption is impermissible. Environmentalists—and soon that must mean all of us if we are to survive—are increasingly conscious that rewards to labor will take new forms as technological productivity continues to rise. Labor will have to demand its rewards in shorter hours and the uses to which labor's leisure will be put will increasingly take the form of personal growth, cultural enrichment and intellectual outreach. Only in a world where all are philosophers will philosophers find their ultimate fulfillment—and employment.

Perhaps this is all a dream. If so, it is not a dream which will be deferred. It will not dry up like a raisin in the sun. Nor will it fester and stink. It will explode.

Academics and Collective Bargaining

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In talking about academic collective bargaining and reporting on research relevant to this, I should note that Joe Garbarino mentioned on a previous occasion at this Center that with growth of research and papers published in this field, as reflected in the extremely useful bibliography prepared by the Center, we will soon reach the point where the number of people studying collective bargaining in higher education will outnumber those participating in the subject. I can report, on the basis of survey data, that this has not yet happened but that it may happen by the time we do the next survey.

There is another relevant point best made by telling a story I picked up once at a conference dealing with problems of economic development. I was sitting between a Pole and a Yugoslav and the Russian person at this conference had been going on at some length about how great things were in Russian industry and economic development. The Yugoslav passed a note to the Pole which said, "If it's so good, why is it so bad?"

This brings me to a discussion of the results of a survey of attitudes and behavior of a national sample of 3,500 professors with respect to collective bargaining that Everett Ladd and I conducted in 1975. We've reported on this to some degree in a series of articles in the *Chronicle of Higher Education*. The stories dealing with attitudes toward collective bargaining appeared in five articles in the *Chronicle* from January 26th to February 23rd of this year.

One of the facts we reported, based on survey data, was that general support for collective bargaining in higher education among college faculty is clearly a majority now and has been going up steadily. A question dealing with collective bargaining was first asked in the national survey conducted by the Carnegie Commission on Higher Education in 1969, was repeated in an A.C.E. study in 1973, and we repeated it in 1975. In '69, the Carnegie survey found 59% of this national sample in favor of collective bargaining, in '73 it was 66%, and in '75 it reached 69%. There was also an increase in the proportions willing to support or endorse the need or use of strikes in the collective bargaining situation betrween '69 and '75, so that what was a minority opinion earlier is today a majority. Most faculty now say that they think strikes may be necessary; that it is not unprofessional conduct. Clearly, a majority of all faculty, private sector and public, from community colleges to the institutions which emphasize graduate education and research, support the concept of bargaining. When asked in the '75 survey how they would vote in a future collective bargaining election in which all the potential agents or unions are on the ballot—this, of course, is as unrealistic a question as when Gallup and Harris polled people asking about every Democratic candidate plus Kennedy and Humphrey—still, when we asked about an equally unreal situation we got a distribution where 72% said they would vote for one of the agents, and 28% checked no agent. Of those who said they would vote for an agent, the AAUP was ahead: 28% AAUP, 18% AFT, 12% NEA, and 14% other agents.

These results also suggest that a large majority of faculty are in favor of collective bargaining and willing to vote for an agent in a collective bargaining election. The question may be asked why, if this is so, are not more universities and colleges organized? Another related question is why the AAUP, which is strongest in the polls, is the weakest of the three national organizations, in terms of election victories and representation rights? Clearly, there seems to be a gap between the results of the survey and what has actually occurred.

The fact is that only a few hundred out of the close to three thousand campuses which could be organized have done so. The absence of collective bargaining legislation in about half of the states may explain some of the weakness of unionization. But it is still true that bargaining elections have been lost in a variety of schools: New York University and Pittsburgh, to name only two. Many bargaining victories have been won by very close votes, e.g., Boston University and the University of Connecticut.

The election results require some effort to explain the difference with poll results. This is what I'd like to do, in part, in this discussion. The answer, to some degree, lies in the varying bases of support. If one looks closely at the factors that are associated with collective bargaining, of faculty opinions about it, or their views about the different groups competing for support, I think some of the variation becomes understandable.

First, we know from just looking at the results of elections in the places that have contracts that collective bargaining has been strongest in the more teaching oriented, public institutions. There is a pretty strong correlation between teaching loads and union victories. Within the CUNY system, for example, the same kind of relationship occurs. In the 1968 elections, the community colleges clearly were the highest in support for collective bargaining. Next came the four-year colleges, with the Graduate Center showing a majority for no representation. Research graduate universities are least active in the bargaining movement everywhere. None of them are organized except in the context of multi-campus situations, in which they have been pulled into collective bargaining and unionization by majorities coming from other parts of the systems. One doesn't need surveys to see this, it is clear from the election results.

All the opinion surveys which have been taken on the national and statewide levels, and within individual institutions, agree that the other major correlate of attitudes to collective bargaining is socio-political views. If faculty are classified with respect to their views on a variety of general political issues, as well as their civic voting behavior, their political identifications, and the like, the more liberal or left their socio-political views, the more pro-collective bargaining they are. The more conservative they are, the less favorable they are to collective bargaining or unionization generally.

This finding may seem fairly obvious, but it should be seen in the context of the fact that generally political ideology, liberalism and social views within academe correlate quite differently with status and income than in the larger community. In the nation, high status and income are associated with conservative views and Republican votes. Within higher education, the more research graduate-oriented a school, the lighter the teaching load and the higher the salaries, the more liberal and Democratic is the faculty. The less economically affluent, less prestigious, and less

research involved the institution is, the more conservative is its faculty. According to many surveys, the faculty of community colleges tends to be the most conservative of all, while those in the leading research and graduate institutions are the most liberal and include a visible minority of radicals.

These relationships result in a cross-cutting correlation. Within every level of academe, liberalism/conservatism correlates highly with attitudes towards collective bargaining; but in that part of academe which is least supportive of collective bargaining, liberalism is strongest. Seemingly, one of the factors which produces a more positive attitude toward collective bargaining in polls than in bargaining elections, is that faculty in elite institutions who are politically liberal say they are pro-collective bargaining in the abstract, i.e., in polls, where there is no cost involved. When there is a cost involved, that is during a collective bargaining election, or when they are asked to join a collective bargaining organization, these higher statused liberal faculty either do not join unions or are less inclined to support them. At this point, many begin to see or imagine they see, that some of the consequences of collective bargaining may infringe on their personal rights, power, and privileges, and on the type of work they do.

In our 1975 survey, Everett Ladd and I dealt with a variety of academic issues that were discussed in relation to collective bargaining. We found that a majority of the faculty, many of whom said they would support collective bargaining and indicated that they would vote for one or another agent, took positions which were not in tandem with the faculty unions. This was particularly true with respect to the general policies identified with the AFT or the NEA. Many liberal professors in major universities, for example, generally support meritocratic policies with respect to salary or salary bargaining, and they tend to oppose seniority or across-the-board increases as the primary basis of granting salaries. Such policies are perceived as probable consequences of unionization.

When one raises questions about the specifics of collective bargaining and its consequences, among people who have had experience as well as among the great majority of faculty who have not been unionized, it is clear that many pro-union professors believe that collective bargaining carries with it a variety of negative consequences. For example, four-fifths of the faculty in our survey agreed that collective bargaining reduces collegiality between administrators and faculty, that it increases adversary relationships. Two-thirds of the faculty thought that collective bargaining makes it more difficult to deny tenure to non-tenured faculty. Close to three-fifths thought that unionization results in an increased emphasis on seniority as a basis of judgment among faculty and reduces the standards for tenure. Three-fifths also agreed that collective bargaining results in an overemphasis on rules and regulations and a majority (56%) thought that it benefits the junior staff more than it does the senior staff. Most of the people who answered these questions were at institutions that have not experienced collective bargaining. They were reacting to their image or beliefs about it. We did, however, differentiate between people at institutions that have experienced collective bargaining and those who have not, and we found that among faculty at unionized schools a higher percentage had negative judgments about these specifics than did people at the institutions which have not been organized. Those people at institutions with collective bargaining were more likely to agree that collective bargaining makes it more difficult to deny tenure or reduces collegiality, etc.

I do not wish to imply that collective bargaining in practice is viewed negatively by most faculty. In fact, the large majority see it as benefiting them economically, and this majority is higher among those at unionized schools than at others. For example, three quarters of the faculty thought that collective bargaining produces higher salaries and improved benefits. Over four-fifths thought that faculty unions protect the faculty against arbitrary action by administrative officials. Close to three-fifths agreed that unionization improves academic opportunities for women. Two-thirds thought (though this wasn't a question of what the consequences are) that the traditional self-governance institutions, such as faculty senates or councils, are typically ineffective.

One can find a pattern that the large majority of the faculty see collective bargaining as having positive economic consequences for the faculty, as also having favorable consequences in increasing faculty power or at least protecting them vis-a-vis arbitrary and/or bureaucratic action by administrations. Conversely, however, faculty majorities also saw collective bargaining increasing bureaucratization and decreasing collegiality, increasing emphasis on rules and regulations and deemphasizing merit judgments or tenure decisions by faculty. On the whole, these opinions, pro and con, tend to resemble the sort of arguments that go on in the literature evaluating collective bargaining.

Given these differences among faculty, it is clear that the large majority of American faculty have conflicting evaluations, both those who have had the experience and those who have not. Consequently, when one gets into a real campaign—the collective bargaining election in which the different organizations might be competing against each other, as well as advocates of no-agent, all putting forth their opinions—the conflicting forces have different predispositions to play on, to emphasize. Some of the variation in the ways faculty react clearly reflect the varying emphases in different institutions on the value or lack of value of these different aspects of the job.

Voting for one agent rather than another is related to the different images projected by the rival unions. As you know, the AFT, the NEA, the AAUP, local faculty associations, civil service unions, even the Teamster's in a couple of cases, have competed for faculty support. The AFT and NEA are strongest in the more basically teaching institutions, community colleges and the four-year public institutions. The AAUP strength is largely in the middle level universities—not the top-notch ones but the middle state universities, as well as in the private sector, which is still where unionization is weakest. Where bargaining exists in the private sector, it is much more likely to be with the AAUP than the AFT or the NEA.

If we look beyond this pattern of where the support is located, the survey data show that the AFT tends to draw its support from younger, more liberal, more arts and science faculties. The NEA support, nationally speaking, tends to come much more from older, more conservative faculty, more teacher-involved, that is teaching in educational faculties and applied professional schools. Within the lower tier institutions, the NEA people tend to look more like the no-agent supporters in their general attitudes on a variety of issues, though the ten percent who support "other agents" are even more like the no-agent group. In the middle level universities, the AAUP supporters are the ones who are least unionlike in their sets of attitudes, though they tend to be more liberal in their social attitudes than the NEA people.

They are more conservative than the AFT supporters and more like the no-agent people on academic collective bargaining issues. AFT backers, as might be guessed, tend to be most trade unionlike, aggressive, anti-meritocratic, etc.

As those of you who have read our articles know, we asked about images of the organizations. We presented our respondents with a series of words that might be used to describe the organizations: professional society, militant group, elitist, radical, conservative, and other, and we found considerable variations. Not surprisingly, few people (24 percent) see the AFT in terms of a "professional society." But, eighty-seven percent identified the AAUP in these terms, as did fifty-nine percent the NEA. Two-thirds (67%) chose to identify the AFT as a "militant group." Only 19% felt this way about the NEA and even fewer (9%) saw the AAUP in this light. A majority, 56%, saw the AFT as "too heavily politicized," as compared to 15% for the AAUP and 38% for the NEA. The term "elitist" turned out to be associated by 48% with the AAUP, with only 6% and 10% using it for the AFT and NEA. Two-fifths said the AFT was "radical," as against 9% for the NEA and 6% for the AAUP. Almost half, 49%, described the AAUP as "conservative" compared with 40% for the NEA and 9% for the AFT. Clearly, these different images, whether valid or not, affect the way in which people react to the organizations when they become concrete issues or concrete alternatives on a ballot. Given the sharp variation in images, one can see where someone who favors collective bargaining in general might vote for one and yet refuse to vote for another, or prefer to vote no-agent rather than vote for a specific agent.

In addition to looking at the attitudes of all faculty, we analyzed those of the membership and of the leaders in the organizations. AFT members and leaders were, of course, the most liberal of all, NEA members were surprisingly conservative. In fact, the data raise an interesting aspect about the NEA as an organization because its national leadership is quite liberal. It is allied with Jerry Wurf's state and municipal employees in the Coalition of Public Employees. Unlike the AFT, it supported McGovern in 1972, and yet half the college faculty members of NEA voted for Nixon. The same difference between NEA as compared to AFT members has been reported on the level of school teachers in places where both organizations exist. Although the NEA's national leadership attacks Albert Shanker and the AFT as being too conservative for them, it still tends to have a conservative image and a relatively conservative membership. The AAUP membership and image tend to fall in the middle—much more liberal than the NEA, more conservative than the AFT.

These differences in membership base, in images, and in ideology help to explain why collective bargaining is not stronger—why it has not succeeded more than it has and why faculty unions have lost many elections in spite of the favorable faculty attitudes toward collective bargaining. When faculty are asked to react to a specific organization, not to collective bargaining generally, some people will not vote for an NEA affiliate because it has a schoolteacher image for them and they don't like that, others see the AFT as radical or too militant, while others look on the AAUP as an elitist group or not sufficiently militant, and so forth.

The arguments about the dysfunctions of unionization have clearly had an impact on faculty in the research and graduate institutional sector. People in those institutions are often very liberal politically, but they have a vested interest or think they have a vested interest in maintaining their own autonomy in individual bargaining.

They are much more receptive than those in more purely teaching schools to the argument that collective bargaining will produce more formalization, more emphasis on rules and regulations, less freedom for the individual faculty member. It is also necessary to remember that faculty senate and faculty governance, whatever their limitations in the lower-tier purely teaching institutions, have considerable power in upper level research involved ones. In their discussions of the relations between unions or faculty and management, advocates of unionization often ignore the fact that the single most important decision made within a university, or within most economic institutions, namely the decision as to who to hire, who to give tenure or job security to and who to fire, is not made by the administration or management in good schools; it is made by the faculty. Insofar as unions draw up protections for new hirees against being fired, except in the context of general layoffs resulting now from economic problems, or regulations governing decisions as to whom should be promoted, that is to extend guarantees of due process, these protections are exercised, within good universities, not against management, but against the faculty (except in a very rare case where the administration steps in to reverse the faculty recommendation).

The Baruch Center has gathered statistics on grievance cases that have been filed within the City University. Over 90% of them are grievances not against the central University administration or College administrations, but against departments, which means by one faculty member against other faculty. The union, in effect, has become an agent to monitor and to intervene in intra-faculty disputes, not simply disputes with administration, or if one will use union terminology, management. This aspect of unionization means changing the basic rules of governance in universities and colleges where the faculty does have the power or almost all of the power of hiring, firing and tenure awards. Further, in many institutions, particularly in the graduate research sector, many of the decisions about individual salary increases, excluding across-the-board ones, are made on the basis of faculty recommendations to administration. The administration rarely overrules faculty recommendations about how the salary budget shall be allocated.

Issues concerning intra-faculty power are seldom faced directly by the collective bargaining agents, by the unions, but they do become issues in collective bargaining elections, and sometimes adversely affect the chances for victory by collective bargaining units. People who say they're for unionization generally, turn against it when they realize it will become not simply a restriction on the power of administration, but also on themselves.

What of future trends? It does not make sense to discuss them solely or largely in terms of survey data, since we are in a new period of increased financial exigencies, which may change the rules of the game. There are general layoffs. This is not only true of New York City. There will be increased difficulty since growth has ended. The job situation is going to get worse rather than better in the future. In the 1980's colleges will be affected by the low birth rate of the 1960's. The number of university and college students will decline. Allan Cartter, who has probably done more to analyze the demography of higher education than anyone else, projects that in the next fifteen years, or at least as of two years ago it was the next fifteen years, the median age of academe will go up by nine, which in effect means no growth. The fifty-five to sixty-five year old cohort is a relatively small one and retirements

will not be a very great factor for the next decade, statistically speaking. These trends will have a very clear and obvious negative consequence on the future of universities and on the bargaining power of faculty. What can unions do to prevent some of the negative effects?

The real decisions that will determine the future health of higher education will be made in state capitols and in Washington. Lobbying power may be the chief weapon of the faculty.

The AFT, which is part of the labor movement, and the NEA, which can draw support from two million schoolteachers, have much more lobbying clout than the AAUP has. The argument that faculty should back AFT because it is allied to the AFL-CIO, or the NEA because of its support from schoolteachers, gives both of these organizations considerable advantage in public institutions in competing with the AAUP or with local faculty associations.

But still, we know what the current situation is here in New York—at CUNY, SUNY, and elsewhere. Cuts and layoffs occur. Where there is no union such actions may make for increased support for unionization. Where unions exist, they seemingly are not able to do very much to reverse this trend. In that context, other unions may come in to change the bargaining agent. If the AFT has a contract, the NEA or the AAUP says "look, they are not doing a good job." In Hawaii, the AFT was supplanted by a coalition of the AAUP and NEA after it accepted what many faculty thought was a weak contract. In New Jersey the NEA was replaced by the AFT in the State College System.

The current depressed situation should produce increased pressures for coalitions among the three groups. Most students of collective bargaining agree that the difference in ideology among the three groups does not produce much of a variation in practice. AFT, NEA and AAUP affiliates which have contracts vary, but the variation is usually not predictable by knowing which one of the three a given agent is affiliated with, but by local conditions. If this is so, then the costs of contested elections by two or more organizations are not justified. Recognition of this should lead to increased pressure for unification, for coalition. I do not have enough time to go into details, but I would suggest on the basis of the attitudinal data, as well as varying areas of support, that the coalition which probably makes the most logic in the immediate future is an AAUP/NEA one. This is partly because they have strength in very different non-overlapping parts of academe, and partly because the general orientations of their members are more like each other on most collective bargaining issues than those of either are like the AFT members. There are a few such coalitions, but each national group resists them at the moment. In the long run, however, the logic of the situation calls for general unification among the collective bargaining organizations.

Faculty Grievance Procedures in a Non-Union Context

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Formal faculty grievance systems are now a familiar part of Academe. This was not so common in the early Sixties when along with the formation of the Faculty Senate, Northeastern University also adopted a faculty grievance procedure. This grievance procedure was basically an internal system consisting of a faculty committee appointed by the Senate which investigated the grievances of its peers and then submitted findings and recommendations to the President of the University for disposition.

There were not many grievances pressed under these procedures, but in almost all cases the Faculty Committee recommended in favor of the grievant. The University Administration considered such recommendations as too casual and often ruled against the grievant. In an effort to resolve this conflict, the Faculty Senate appointed a committee in 1972 to study revisions in the then existing procedures.

This study committee drafted a set of procedures largely derived from AAUP recommended guidelines and submitted them to the Faculty Senate. The essence of the recommendation was a faculty-appointed committee which was to hold hearings on the grievance and to make an award which would be reviewed by the Board of Trustees for final decision.

There was considerable discussion and debate in the Senate on these recommendations. The proponents argued on the grounds that peer review was the only procedure that was meaningful in a university scene. The opponents argued that the proposal was not significantly different from the old procedure which had been ineffective. Another committee was established and after some study, submitted recommendations for a grievance procedure which more nearly resembled that normally found in union contracts. After considerable debate, these procedures were adopted by the Senate and submitted to the President and Board of Trustees for their acceptance. On November 26, 1973, this new procedure was approved by the Board of Trustees and put into effect.

At the outset, the new Faculty Grievance procedure was unique enough in that it respresented a voluntary acceptance by a non-union private university, of a system of channeling conflict in the University through a process which binds the President of the University by a decision made by a third-party external to the University. The last step in the procedure provides for a final and binding decision by a professional arbitrator who is affiliated with another university. After examining the literature and conversing with experts in the field, the author finds no evidence that any other college or university has such a system at this moment.

Grievance Content

Despite the similarities to grievance mechanisms in unionized colleges and universities, the Northeastern Faculty Grievance Procedure has a number of provisions which are quite unique and are worth reviewing.

The various steps before proceeding to formal arbitration are not unusual, and represent little change. However, the introduction of an Ad Hoc Mediation Committee composed of faculty members appointed by the Faculty Senate is an effort to provide faculty support and guidance in helping resolve the grievance. This three-person committee was to attend the various hearings at each step of the proceeding, to insure an orderly discussion and in general, to lend their good offices in suggesting solutions to the conflict.

Another unique provision was one of definition of a grievance. In absence of a union contract, grievable items were listed, many of which were quite standard. The unique item was the insertion of the phrase that a grievance could be pursued where a faculty member has otherwise been treated unfairly or inequitably. As will be seen later, this basis for a grievance allowed a faculty member who could not file the complaint under the standard list of grievances to fit any complaint under this catch-all phrase. In effect this meant anything which a faculty member felt was a grievance could be processed as a grievance under the procedure.

What was reasonably common to academic grievances was the scope and authority of the arbitrator. Here the standard provision was applied in that the arbitrator could not substitute his judgment on the professional qualifications of a faculty member for the judgment of the relative academic committee. Also, the arbitrator was not permitted to add to, subtract from, or modify provisions of the Faculty Handbook where provisions exist which cover the case in hand. The Faculty Handbook, in this case, served in lieu of a union contract.

Another unusual feature of the Grievance Procedures was the treatment of the arbitration costs. Normally, where a union contract exists, the costs of the arbitration are split equally between two parties. However, recognizing that there was no union and that the grievant had no access to union resources to support the arbitration, the grievant, if successful, pays nothing for the costs of the arbitration and the Administration bears the costs in an amount not to exceed $1000. On the other hand, if the Administration is upheld, the maximum the grievant has to pay is $200 and the Administration is liable for the remainder of such costs, but not more than $800. Each party was liable for its own expenses, services and fees other than the costs of the American Arbitration Association and the Arbitrator.

Grievance Experience

Up through April of 1976, approximately 45 grievances have been filed since the adoption of these procedures in November 1973.

Of the 45 grievances, 18 involved the denial of tenure, 7 the denial of promotion, 6 the non-renewal of appointment, 4 salary discrimination, and 10 involved miscellaneous grievances not dealing with the above. To date, about 27 of the 45 grievances or 60 percent have either been settled, withdrawn, or remain inactive. Currently, there are approximately 9 or 10 grievances proceeding through various steps of the procedures, and seven arbitrations have already taken place.

With well over two years of experience with the procedures, certain insights stemming from the structure of the grievance system are observable.

The use of an Ad Hoc Committee of faculty was an effort, in the absence of a union representative, to assist in resolving the grievance. When necessary, it cooperated with an Administration representative to arrange for the actual arbitration. On

the positive side, the presence of three faculty members at various steps of the procedure has been enormously helpful in providing an atmosphere of restraint and an ambiance wherein helpful suggestions have been offered for resolution of the grievance. However, in these instances where the issue is a denial of tenure or promotion, or the non-renewal of appointment, the Ad Hoc Mediation Committee is powerless to effect a satisfactory solution unless they are able to perceive a procedural flaw and recommend reconsideration before invoking arbitration. In the case where a grievance involves issues other than denial of tenure, promotion or renewal of contract, the Mediation Committee can decide by a majority vote if the grievance shall be arbitrated. Nevertheless, there have been a number of instances where the Mediation Committee has voted against arbitration and the faculty grievant has invoked arbitration, ignoring the committee's decision and using the phrase "has otherwise been treated unfairly or inequitably" as justification for arbitration. There seems to be no way under the procedure in which the grievant can be estopped from invoking arbitration.

It is obvious that the definition of a grievance is so broad and opens the door so wide, that anything can become a grievance. Perhaps the lack of a union contract, the academic environment, and the notions of collegiality demand such breadth.

However, it has had the effect of allowing anything and everything to be grievable, with the net result that complaints that could be settled in an informal manner tend to work their way through the formal procedures with the expenditure of countless hours of both faculty and administration. Where there is no union contract which specifies the grievance more particularly, and no union membership to cut off support of a frivolous complaint, there is a temptation to resort to the grievance procedures for less than worthy purposes.

In the early grievances there was some temptation to proceed to arbitration since the largest liability a grievant could incur was $200, an expensive enough a cost to gamble. However, the legal expenses of counsel which had to be borned by each party proved costly enough to cause the faculty member to consider arbitration only if there was a reasonable possibility of success. In one way, it can be argued that the presence of a union would be helpful in providing counsel for the grievant. However, union officials might be hesitant to support the grievance if there was little chance of a positive outcome for the faculty member.

Conclusions

It is tempting to conclude that the presence of a union would resolve many of the inconsistencies in these procedures. It would seem that grievances that were not serious would not be pressed by the Union and those that were worthy would have the financial and legal resources of the Union. Yet from the viewpoint of collegiality, it can be argued that there is greater faculty participation in the procedure and an awareness by the participants of their responsibilities to the process. There also seems to be less possibility of positions taken and decisions made for political reasons.

A grievant can always proceed to arbitration, albeit with great financial risk, and the decision is that of the faculty member alone.

Although the development of these procedures has involved considerable effort by faculty members and administrators, it seems likely that with the passage of

time, the process will improve. At the outset, there were many grievances which might have been resolved by better procedures and decisions on the part of promotion and tenure committees, as well as administrators. The institution of the grievance procedures has caused all levels of decision makers to systemize their deliberations and pay careful heed to due process. At this time, the Faculty Senate is reviewing the procedures in an effort to improve the process and reconcile some inconsistencies. It seems likely that with improvements in the grievance procedures and with more careful deliberations in decision making, there should be a diminution in the number of grievances filed.

NORTHEASTERN UNIVERSITY
Office of the President

MEMORANDUM

TO: All Members of the University Faculty
FROM: President Asa S. Knowles
SUBJECT: New Grievance Procedure
DATE: November 19, 1973

At its most recent meeting, the Board of Trustees approved the establishment of a new Grievance Procedure for faculty members. The Board accepted, with only modifications, the Grievance Procedure voted last spring by the Faculty Senate and ratified by mail ballot of the University faculty in June. The only changes introduced by the Trustees were the insertion of certain words to limit the financial liability of the University in cases which involve arbitration.

Attached to this memorandum you will find the text of the new Grievance Procedure. This material will be included in the next issue of the Faculty Handbook. The Procedure will become effective on *Monday, November 26, 1973*. Any faculty members who wish to bring a formal grievance to the attention of the administration should initiate step one of the Procedure on or after November 26, 1973.

*Faculty Grievance Procedure

1. Step One — Department Chairman

1-01 Before a faculty member brings a formal grievance, he must attempt to resolve the matter informally.

1-02 If the faculty member has been unable to resolve the matter informally he may, within six weeks after he became aware of the grievable event(s), enter a formal grievance with his Chairman or immediate supervisor.

2. Step Two — Dean of College

2-01 If the grievant is not satisfied with the disposition of his grievance at step one, or if no decision has been rendered within five school days after presentation of the grievance, he may file the grievance in writing with the Dean of his College, with a copy to the Chairman of the Senate Agenda Committee. The grievant will state the exact nature of the grievance and the remedy sought.

2-02 As soon as possible after the Senate Agenda Committee has received notice of a grievance the Agenda Committee shall appoint an Ad Hoc Mediation Committee composed of three faculty members. In appointing this Committee, the Agenda Committee will normally appoint faculty members not involved with the grievant or his department. The Ad Hoc Mediation Committee shall attend the meetings in steps two and three and shall attempt to mediate the dispute. However, the inablitiy of one member of this Committee to attend such meetings shall in no way change the prescribed time limits.

2-03 Within five days of the receipt of the written grievance the Dean (or his designee) and the grievant shall arrange for a meeting in an effort to resolve the grievance. The Ad Hoc Mediation Committee shall be invited to attend to assist in resolving the grievance. If the Dean considers it advisable, he may request the attendance of the party whose action occasioned the grievance. If he so desires, the grievant may bring a Northeastern faculty member to this meeting.

3. Step Three — Dean of Faculty

3-01 If the grievant is not satisfied with the disposition of his grievance at step two, or if no decision has been rendered within five school days after he has met with the Dean of his College, he may present his grievance to the Dean of Faculty and will advise the Chairman of the Ad Hoc Mediation Committee of such action.

3-02 Within the five school days after the receipt of the grievance the Dean of Faculty (or his designee) and the grievant shall arrange to meet for the purpose of resolving the grievance. The Ad Hoc Mediation Committee shall be invited to attend to assist in resolving the grievance. If the Dean of Faculty considers it advisable, he may request the attendance of the party whose action occasioned the grievance. If he so desires, the grievant may bring a Northeastern faculty member to this meeting.

*Approved by the Board of Trustees October 16, 1973

4. Step Four — Ad Hoc Mediation Committee

4-01 If the grievant is not satisfied with the disposition of his grievance at step three, or if no decision has been rendered within five schools days after the first meeting called for in step three, he may request in writing to the Chairman of the Ad Hoc Mediation Committee that his grievance be submitted to arbitration.

4-02 If the grievance involves 1) tenure, 2) renewal of contract, 3) promotion, or 4) dismissal, the Ad Hoc Mediation Committee will institute arbitration proceedings immediately.

4-03 If the grievance involves other issues, the Ad Hoc Mediation Committee will, within five schools days after receipt of the request for arbitration, decide by a majority vote if the grievance shall be arbitrated. In doing so the Committee will not determine whether or not the grievance should be up-held but only whether the grievance shall be arbitrated. The Committee shall decide in favor of arbitration if 1) the grievance falls within the definition of a grievance, and 2) the remedy sought is within the power of the arbitrator.

4-04 If the Ad Hoc Committee decides that the grivenace does not meet the criteria for arbitration the grievance is closed.

4-05 If the Committee believes that the grievance has disclosed needed improvements in policies, practices, or procedures in the University, it shall recommend such changes to the Senate by forwarding such recommendations to the Senate Agenda Committee.

4-06 If the Ad Hoc Mediation Committee decides that the grievance shall be arbitrated the Committee will institute arbitration proceedings immediately.

5. Step Five — Arbitration

5-01 If the grievance is to be arbitrated the Ad Hoc Mediation Committee will so notify the Dean of Faculty and the grievant.

5-02 Within five school days after the notification of the Dean of Faculty, the Chairman of the Ad Hoc Mediation Committee and the Dean of Faculty shall meet to select a mutually acceptable professional arbitrator from the faculty of another university (or any other mutually acceptable person) who will serve as the arbitrator. If they are unable to agree upon an arbitrator within five school days, a request for a list of arbitrators who are on the faculty of other universities may be made by either party to the American Arbitration Association. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall govern the selection of the Arbitrator. If none of the names on the list submitted by the American Arbitration Association is acceptable to both parties, the Association shall appoint as arbitrator another member of its panel who is a faculty member at another university.

5-03 In selecting an arbitrator, the Chairman of the Ad Hoc Mediation Committee shall consult with the grievant and no arbitrator shall be selected who is not acceptable to the grievant. The Dean of Faculty shall consult with the person whose action occasioned the grievance and no arbitrator shall be selected who is not acceptable to that person. If, however, the parties have failed to agree upon an arbitrator, and the American Arbitration Association is to appoint the arbitrator, all parties must accept this appointment.

5-04 The conduct of the arbitration proceedings shall be governed by the rules of the American Arbitration Association.

5-05 The decision of the arbitrator, within the scope of his jurisdiction, shall be final and binding on the parties to the dispute and the University. However, the Arbitrator shall be without power to, 1) Make a decision which requires the commission of an act prohibited by law, 2) Substitute his judgment on the professional qualifications of a faculty member for the judgment of the relevant academic committee, or 3) Add to, subtract from, or modify provisions of the Faculty Handbook where provisions exist which cover the case in hand.

5-06 The costs of the services of the American Arbitration Association and the arbitrator shall be borne as follows:

a) If the Arbitrator upholds the grievance (whether or not he grants the remedy sought by the grievant) the costs will be borne by the University in an amount not to exceed $1,000.

b) If the Arbitrator denies the grievance, the grievant will pay one-third of the costs of the American Arbitration Association and the Arbitrator up to a maximum of $200 and the University shall bear the remainder of such costs but in no event shall the charge to the University exceed $800.

c) Each party will pay for its own expenses, services and fees other than the costs of the American Arbitration Association and the Arbitrator.

6. Miscellaneous

6-01 A "grievance" is defined as a complaint by a faculty member that he 1) Has been discriminated against on the basis of age, sex, race, religion, national origin or marital status, 2) Has been denied academic freedom, 3) Has been dismissed without just cause, 4) Has been denied due process in consideration for tenure, renewal of contract, or promotion, 5) Has been subject to a violation, misinterpretation or inequitable application of provisions of the Faculty Handbook, or 6) Has otherwise been treated unfairly or inequitably.

6-02 It is important that grievances be processed as rapidly as possible. The number of days indicated at each step shall be considered a maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

6-03 A grievant shall have two weeks to respond after each step. If he fails to respond by the end of two weeks the grievance will be considered as waived. An involuntary delay such as illness or failure of the mails to deliver shall not be contrued as waiving the grievance.

6-04 If in the course of processing a grievance there is a dispute over whether or not a grievance has been waived, the parties will continue to follow the procedure and the arbitrator will decide whether or not the grievance has been waived.

6-05 Copies of the arbitration decision shall be sent to the grievant, the Dean of Faculty and the Chairman of the Senate Agenda Committee.

6-06 The University shall make available to the grievant relevant materials pertaining to his case.

6-07 The Agenda Committee of the Senate will, upon request, provide the

grievant and/or the person whose action occasioned the grievance with the names of faculty members or others who may be of assistance in preparation and presentation of his case in the grievance procedure.

6-08 At the last Senate meeting of the academic year, the Vice-Chairman of the Senate shall present a written report dealing with the activities of the Ad Hoc Mediation Committee during that year. This report shall be statistical in character and shall not mention the name of any grievant or his department. It should include a general description of the nature of each grievance and a brief statement of the disposition of the grievance.

State and Federal Legislation: Existing/Proposed

Edward P. Kelley, Jr.
Associate Director, Academic Collective Bargaining Information Service, Washington, D.C.

Existing

State — Twenty-four states have enabling laws which provide faculty in public post-secondary educational institutions the right to organize, select their exclusive representative and bargain with their employers. In three (California, Oregon, and Wisconsin) of the twenty-four states the laws cover only two year post-secondary educational institutions; two (Kansas and Maine) of the twenty-four states have separate laws for two and four year institutions.

a) Most state laws were either passed or amended in the last three years (21 of 24 — Maine 2-year schools — 1974; Kansas 2-year schools — 1970).
b) Only seven state laws explicitly identify college/university faculty as being covered under the law (remainder — implicit coverage).
c) One state (Delaware) effectively prohibits run-off elections by requiring a one year waiting period for a second election when the original election does not result in a majority choice. Five other state laws have no provision for run-off elections.
d) All states provide for exclusive representation by an elected agent thereby foreclosing the possibility of coalition or individual bargaining.
e) Four state laws (Hawaii, Massachusetts, Minnesota, and Rhode Island) require service fees or maintenance of membership. One state law (Connecticut) requires agency shop. Two state laws (New York and Vermont) prohibit the negotiation of any form of union security.
f) One state law (Rhode Island) does not identify a specific agency to administer the labor law while one state law (Delaware) is administered by a governmental department (labor) and another by a Court of Industrial Relations (Nebraska).
g) Laws in ten states name a special employer for higher education distinguishing employment relations in colleges and universities from those in other public agencies.
h) State laws in 14 of 24 states go beyond "wages, hours, and terms and conditions of employment" in defining scope of bargaining (including and/or excluding particular subjects).
i) Most state laws analyzed require that the employer bargain "in good faith". However, two state laws (Nebraska and Washington) have no specific provision and one state law (Kansas) requires only that the employer meet and confer with employees.

j) Four state laws (Alaska, Hawaii, Oregon, and Pennsylvania) permit strikes, but only after fulfillment of impasse or grievance procedures. In one state (Montana) strikes are permitted by court interpretation.

k) Twenty-two of the twenty-four state laws have special provisions for resolving impasse.

l) Laws in twenty states prohibit employer and employee unfair labor practice.

m) Fifteen state laws require, and five permit, the negotiation of grievance procedures.

n) "Management rights" are defined in twelve state laws, further narrowing the scope of bargaining.

0) Four state laws set some deadline (date or otherwise) for reaching agreement.

p) State laws in twenty-two states require that an agreement be reduced to writing.

q) Nineteen of the state laws analyzed require some legislative approval of agreements ranging from approval of the entire agreement to approval of monetary provisions only.

r) Two state laws (Oregon and Montana) permit student involvement in the bargaining process. (Recently passed legislation will give students in Maine participatory rights in the bargaining process)

In at least four jurisdictions presently without legislation (Illinois, Nevada, Ohio, and the District of Columbia) governing boards have enacted policies enabling CB at their institutions.

Federal — The National Labor Relations Board under authority of the NLRA took jurisdiction of post-secondary educational institutions in the Cornell case (183 NLRB 41 — 1970). Since that time faculty at approximately fifty-one private four-year institutions have chosen bargaining agents while approximately thirty faculties have rejected CB in NLRB directed elections. Further information relative to CB at private colleges and universities under the NLRA is available in Small Group Session A.

Proposed

State — Observers indicate that the upcoming legislative sessions (i.e. late 1976 early 1977) may result in enabling legislation in Arizona, Idaho, Maryland, New Mexico, North Dakota, Utah, and West Virginia.

Recent reports to ACBIS from Tom Emmet (Regis College) indicate that there will be legislative activity relative to public sector CB in the 1976-1977 legislative year in Alabama, Georgia, Kentucky, Missouri, Tennessee, Wisconsin, and Wyoming. Emmet reports, however, that there is little chance of passage for CB legislation in these states.

Activity relative to student involvement in the bargaining process continues high in California, Massachusetts, New Jersey, and New York. Further information relative to student involvement in the CB process is available in Small Group Session F.

Federal — Action on federal legislation which would provide state and local public sector collective bargaining, is not likely until the Supreme Court hands down a decision in *The National League of Cities v. Usery,* no. 74-878 and *California v. Usery,* no. 74-879. The cases involve constitutional challenges to the 1974 Amendments to the Fair Labor Standards Act, extending minimum wage and overtime provisions to state and local employers. Should the Court find the FLSA Amendments unconstitutional it is unlikely that the Congress, anticipating similar constitutional attack, would move on a federal public sector bargaining act.

Bills still before the Congress include: Representative Thomson's proposal to amend the NLRA to include public employees by striking out the exemption "or any state or political subdivision thereof," at (29 U.S.C. 152 — 2); and Representative Roybal's proposal to establish a National Public Employee Relations Act.

Also of interest is one proposal among several to amend the NLRA. The proposal would expedite the election process by providing:

> "If, at the end of forty-five days following the date the petition shall have been filed, there are unresolved issues, concerning the unit appropriate for the purposes of collective bargaining, or the eligibility of challenged voters, the Board shall direct an election by secret ballot in the unit sought by the petitioner and announce the results thereof. The Board shall then expedite the resolution of the di puted issues. If the Board determines that the unit sought by the petitioner is appropriate, or that the challenged ballots will not affect the outcome of the election, the Board shall certify the results of the earlier election. If the Board determines that the unit sought by the petitioner is not appropriate, or that the challenged ballots will affect the outcome of the election, it shall direct a new election by secret ballot and shall certify the results thereof."

This election process and publication of results could influence the NLRB in the unit determination.

In Anticipation of the Coming of Age of Community College Collective Bargaining

Ray Howe
Associate Superintendent of Schools, Dearborn, Michigan

However one may regard the desirability of the coming of collective bargaining, and whatever view one may hold of the value of its eventual outcomes, few indeed among either participants or observers of the phenomenon find much gratification or satisfaction in the state of the art as it is presently practiced.

With whichever party to the process a person may either identify or sympathize, little or no contention can be made that the conduct of collective bargaining is currently approaching or even stretching towards the potential for its sophistication and/or maturity.

There may be some faint basis for hope.

ICorinthians 13:11 reminds us, "When I was a child, I spoke as a child, I understood as a child, I thought as a child; but when I became a man, I put away childish things."

Setting aside from the argument of the moment any signs of sexism inherent in the above, this familiar, oft-quoted observation from the Bible, if applied generically rather than individually, does hold forth some faint hope that sometime and somehow all may yet be well, to those either disappointed or appalled by the dissonance and discordance accompanying, if not caused by, the coming of collective bargaining to higher education. When this will occur or what will be required to generate such a situation remains, for the time being, something of a mystery.

Collective bargaining is, after all, designed as means of reconciliation of significant differences of perspective regarding matters of mutual interest, specifically wages, hours, and other conditions of employment, between those who employ and those who are employed.

The effect of the healing balm, the existence of which is implied in this definition, has yet to be felt in higher education. Were it to prove to be simply a product of the sufficient passage of time, a logical place to look for its first emergence in higher education might well be the two-year colleges of our nation. Collective bargaining in the community colleges of the United States has now, quietly but clearly, entered the second decade of its existence. No celebration accompanied the passing of its tenth birthday, and little, if any, notice was taken of either the occasion or the milestone which may have some, perhaps even considerable, significance.

This simple fact, for example, strips the phenomenon of collective bargaining in American higher education of one of its protective covers. It is no longer appropriate to describe the process as being in its infancy and it may be too late to ascribe accurately the status of childhood. Young it still is, but if infantile behavior should be detectable in connection with its practice, it is perhaps now time to begin to regard that as a problem, a manifestation of a retarded state of development. If conduct is, indeed, either childish or childlike, this may well call for an assessment of the practitioners rather than of the labor in which they are engaged. People, rather than process, may prove to be the problem.

Collective bargaining at the two-year level has not merely survived the decade, it has prospered and, indeed, grown very substantially. Current estimates indicate that approximately 25% of the public two-year colleges and an equivalent percentage of their faculties have already been encompassed by the phenomenon and are in some active stage of implementation.

Because the evolution to date has been on an institution-by-institution or at best a system-by-system basis, a relatively important consideration has been largely ignored. This extent of the spread of collective bargaining in public two-year colleges, achieved after only ten years, already approaches the cumulative total development of union representation in the private sector of our economy in the four decades of the existence of the Wagner Act.

Whereas collective bargaining in private industry and business seems to have reached a plateau of some years' duration, there is clear indication that the potential for growth of collective bargaining in higher education is short, perhaps far short, of eventual realization. While no one foresees it becoming universal, two factors strongly suggest that collective bargaining will spread appreciably. First, the enactment of enabling state legislation continues and Garbarino has established, in *Faculty Bargaining,* that such action tends to have a causal influence on the invocation of collective bargaining. Second, there is evidence of an increasingly broader interest on the part of community college faculty in collective bargaining, revealed in such studies as the Ladd-Lipset survey published in the January 26, 1976 issue of *The Chronicle of Higher Education,* which found 81% of two-year faculty member respondents favoring a bargaining agent. Such indicators do not, of course, predetermine or specifiy outcomes, but they do obviously and unmistakably point to tendencies and inclinations.

Even should such not prove to be the case, another consideration is generally ignored. Although in the private sector collective bargaining covers only between one-quarter and one third of the total labor force, no one questions the fact, however it may be regarded, that organized labor exercises an influence in our general society far out of proportion to its minority status. Should the elements, now disparate, behind the exercise of public sector collective bargaining, find integrating interest and common cause even short of formal merger or unity, they could with relative ease become the single most vital force affecting public policy affecting the two-year college movement, not only nationally but on the state scene in many instances as well, even at present levels of organizational accomplishment.

Whether or not the development to date and the readily apparent predispositions of the present augur for futher growth and/or the future reach for power, they certainly do not presage decline. Collective bargaining we have with us and we are virtually certain to have it with us in the foreseeable future, in one form and dimension or another.

Although in the public sector collective bargaining agents have on relatively rare occasions been displaced in favor of an alternate bargaining agent, collective bargaining itself has not been displaced, and the change in the identity of the organization designated as the sole and exclusive representative has not altered substantially the nature of the bargaining relationship. Thses changes have tended rather to modify only the emphasis or the direction in local and in current contexts.

Further, when faculties in public institutions have undertaken secret-ballot elec-

tions in respect to the invocation of collective bargaining, the rate of rejection has been notably lower than has been the experience in the private sector. This is especially true in public two-year colleges.

Thus, in the community-junior college, the seeds of collective bargaining have found fertile ground and sufficient nurture so as to take deep and viable root. Here and there it has even blossomed. We must look now to the possibility of bearing of fruit.

Collective bargaining in higher education came first, and currently is foremost in community colleges. Yet, surprisingly little attention is paid these aspects of the phenomenon. They seem to have been eclipsed by the earlier and more extensive growth in the elementary-secondary schools on the one hand, and the later and still lesser emergence in four-year colleges and universities on the other.

Without question, collective bargaining in community colleges has had some direct connection with the developments in both the K-12 and the university. It acquired great impact from the wildfire spread of collective bargaining in the lower levels of public education and, by example, it gave impetus to some of the inroads that have been made on the upper echelons. Further, it does appear that among the many and varied motivations of community college faculty that do reach out for collective bargaining status was the aspiration to emulate their senior colleagues in the status and authority attributed traditionally, at least in theory and often in fact, to university faculty.

Whether or not the community college is, as a consequence, a connecting link between kindergarten and senior institutions may be of interest but is likely to be of much importance only to the educational historians of a later era. Similarly, whether or not the accumulating and general experience of collective bargaining in two-year colleges has significance for higher education as a whole is probably not yet ready for inclusion on the agenda of the total academic community.

It is legitimate and timely, however, to inquire whether or not the experience in two-year colleges has taken on any predictable pattern, which if discerned would be helpful in understanding the past, viewing the present, and peering into the future.

Little, if any, synthesis has been attempted.

Such examinations as have been made have not only been fragmented in scope, but have been largely descriptive, even reportorial in approach. Contents of contracts have begun to be itemized, reviewed, codified, and otherwise massaged. These are, nonetheless, outcomes.

Little has been done to analyze, dissect, or probe process.

Only now are studies beginning to emerge which stress even the scrutiny of people, and the attitudes, the preferences, the biases, or the prejudices of those who observe collective bargaining and who may incline to invoke it. Hopefully, this will be enhanced by examination of perceptions of what collective bargaining means, what it involves, what it demands, and what it may, if prudently pursued, produce. Such studies, when coordinated, would offer the consideration of options by faculty on a more informed basis.

Yet such studies would still fall short of any projection of validation of theory as a basis for analytical rather than descriptive statements.

The evolution of theory will be at best a groping, trial-and-error process. Formulation of theory will prove elusive and perhaps unattainable. The initial approaches

will doubtless exhaust the availability of developmental models in other activities and experiences in a search for vicarious example of utility and of benefit.

One such developmental model may well be the generalized pattern of the human animal which endures, hopefully survives, the stages of infancy, childhood, and adolescence on its course between birth and adulthood. While each human being follows a distinctive and unique path from squawling emergence to some semblance or simulation of maturity, there are common qualities that mark the passage sufficient in number to qualify as collective bargaining characteristics. Thus, the consideration of the model is not entirely without application, however inadequate it may prove to be.

As the age of ten falls behind, it is assumed that certain changes in structure and behavior will soon begin to emerge in human development. The child is expected to be nearing the period designated as adolescence, a period with a recognizable identity of its own in conjunction with the interim status it implies while en route to something more mature and sophisticated, sufficiently intertwined so that neither the actual state of being nor the potential can ever be completely precluded from any current consideration.

This duality of existence militates not for a period of drift, but a time of confusion. There may be even a conflict of values. The emergence from a state of relative innocence and naivete, from a decade of blind faith to a period of utter frustration may not be a comforting or even comfortable condition. The values held at the entry to the experience may prove to be so inadequate that the impact in some instances may approach the condition of culture shock in which the value systems actually encountered may be so alien to and incompatible with those previously adhered to that trauma results.

It is not extremely inspiring to know that one's principal burden in a given time frame is simple to survive it. To the extent one is touched with idealism, one is doomed to much dissillusionment. The experience of peers is relatively non-contributory since each set of circumstances is unique. Common threads there may be, but the fabric differs in design and texture.

The advice of experts or elders when not disdained is often disregarded. The opportunity for vicarious learning is neglected in favor of the burdensome and painful process, frequently repetitive, of making one's own mistakes.

Haplessness is not uncommon, nor is helplessness unknown. The most persistent sense is of being engulfed in a tide of affairs so compelling and so collossal that one lacks both ken and control. What transpires is less an exercise and more an experience. Excesses are not unusual, and error is not unexpected. Frustrations, fears, follies, and foibles abound.

The critical consideration seems to be whether one is endowed in adolescence, either consciously or subliminally, with a ray of hope. In the human experience, there is an awareness that previous generations have somehow survived. Although there are always some casualties in the process, and most endure some level of pain, virtually every one endures and ultimately prospers. In retrospect, the experience usually is remembered as enjoyable.

Adolescence is an age of searching, essentially searching for an identity. The search is a groping, rather than a structured one. It is a time of looking inward rather than of looking around, a time of agonizing more than of analysis.

The negative can easily be overemphasized. Adolescence is a period of growth and development in many respects. This includes in most instances a growth in the understanding of both self and others, a consequence of interaction, continuingly reciprocal. At best this begets tolerance, and fosters acceptance and trust if one is prepared to undertake the risks of investing trust.

Such growth occurs on many levels, at many differential rates, along varying lines. The combinations of growth, the patterns that emerge, are highly individualistic. The outcomes are far from uniform, within individuals and between individuals.

The psychology of adolescence is a complex and deep study, and no proper subject for amateurs or for the unqualified. Statements they make are unworthy of serious consideration. It comes to mind that the same may be true of collective bargaining.

Because a person has grown through adolescence, and everyone has, one is not in consequence an authority on adolescence. The same is true of collective bargaining.

Collective bargaining, as presently practiced in some of the more experienced institutions does evidence some patterns of behavior akin to those of the adolescent. This can be demonstrated. Such a statement alone does not warrant the application of analogy.

It would be interesting, however, and perhaps contributory to know whether collective bargaining as a phenomenon replicates the life cycle of the human participants who engage in collective bargaining.

If such a pattern, or indeed any other discernible pattern, were to be detected, it would prove helpful in many respects.

To those distressed by the coming of collective bargaining, it would offer hope of the probability of maturity and might lead to the more ready investment of time and effort to contribute to expediting and even enhancing of that maturity.

For those who engage in collective bargaining it could create the realization that the crises of the moment will pass and while the challenges, far from diminishing, will increase in number, in proportion and in complexity, they will be accompanied by the cumulative capacity either to cope with or to live with such challenges.

Inherent in the proposition that collective bargaining might parallel in some respects the model of human development is the necessity to acknowledge that adolescence is of the moment and that maturity is not the culminating stage. Carried to its ultimate, the model could go beyond maturity to aging, even to senility and/or death.

Such rigid terminal patterns as apply to humans need not pertain to collective bargaining in equal measure. The possibility always exists for regeneration, and for future projection via offspring which flow from the parent but do not duplicate it.

The reach for some kind of pattern, preferably one precise enough to allow for some degree of predictability, is a worthy and a very important venture which is not yet being undertaken in any serious way.

The amassing of data has begun, but compilation of facts and figures is rather sterile unless an effort is made to make sense of the data. Some statement must be attempted which holds true even when embracing all the known data. Such statements must then be challenged and tested to determine their worthiness for acceptance or rejection.

It is time for a theory.

But if this is the age of adolescence for collective bargaining, perhaps we may have to wait for the formulation of theory.

We may have to wait for another reason. The construction of theory may have to attend on the emergence of some act of faith. The required faith that seems most apparent is that which holds as a premise that there really is a pattern to collective bargaining, that it is a system instead of a happening, and that there are within the interactions that constitute collective bargaining, certain inherent self-regulating elements which need to be identified in order that their functions may be fulfilled.

Such an approach to collective bargaining would not be as novel nor as much a pioneering venture as some might incline to suspect.

Some social conflict theorists, as for example, Lewis Coser in his *Functions of Social Conflict* have in general terms gone beyond the assumption of positive as well as negative components in social conflict in any manifestation to suggest as Coser does most cogently that social conflict has, within itself, elements at work to foster the tolerability of conflict and the contributory in conflict. This is not to deny the existence of negative influence, but merely to assert the presence of positive ones.

Perhaps testing of these propositions may be a proper preliminary to, but also a step toward, formulation of a theory of collective bargaining in the two-year colleges. The experience base would now seem sufficient to sustain such an effort.

The operative assumptions underlying the legislative enactment of the opportunity for the invocation of collective bargaining have to be that it is in the best interest of the institution and those who inhabit it, and of the general society for collective bargaining to exist in higher education. Would it not be ironic if academia which professes to exist to pursue truth would neglect to explore this proposition with a dispassionate approach and an open mind?

Facts, whatever they be, do not speak for themselves. People must interpret them, in both isolation and in combination. It is a fact that the sun appears to go around the earth. It also appears, however, that this assumption is deficient. There are simply too many other facts that cannot be encompassed within such an assumption to validate it.

It appears that collective bargaining in community colleges is, in many respects, disruptive and/or destructive. Are these appearances sufficient to allow for a definitive conclusion? It must be said baldly that precious little has been done to examine this judiciously.

The practitioners of collective bargaining in these early years have been left largely in a feral state. They have been required to live hand-to-mouth. They have seldom been exposed to training and almost never been subjected to it. They have had few acceptable models and little, if any, support in time of need. What has been accomplished, no matter how limited, to provide for a sense of order is something of a minor miracle.

The major organizations which have existed to foster positive development in community colleges have viewed collective bargaining askance and from afar. Contact has apparently been presupposed to connote contamination.

The most prevalent early explanations for the emergence of collective bargaining were to the effect that this affliction would be visited upon those who had failed to provide for collegial courtesies. Its visibility had all the virtue of the mark of Cain.

Such a stigma was not, however, the most debilitating aspect of such an explanation. Rather, this was manifest in that a verdict of guilt was ascribed by the mere introduction of an unquestioned time of trial.

Only in recent years have organized efforts appeared to offer even minimal services, and these have not been essentially, much less primarily, geared to the community college.

Yet the practice of collective bargaining has expanded in community colleges and it has persisted, now for more than a decade. Mere aging, however, is not the cultivation of maturity, nor is the accomplishment of the age of majority evidence of the attainment of maturity.

Something has to be invested.

Common sense suggests that before one can plan to get somewhere, one must know where one is going. Knowing where one is going bespeaks some sense of order, some awareness of ends, as well as of means.

The need for theory arises again. Whether one comes to it as expedient or as essential is of secondary consideration so long as one comes to it. Some construct or model might be of utility.

When collective bargaining comes, it does so only at the behest of a majority of the professionals who populate the college. It is folly to assume that such a venture is undertaken for the destruction of or the detriment to the institution and its purposes. It is futile to believe that those who enter the new world of collective bargaining come fully equipped with the understandings, skills, and talents necessary to sustain them, especially if there is no clear expression of what collective bargaining really is. It is far more likely that they will be touched by the triad of ignorance, ineptitude, and fear, none of which is very contributory by its nature.

Collective bargaining in community colleges is the child of its times, the neglected child of our times.

Its parenthood is uncertain, its upbringing has been unsupervised, unregulated, and virtually unassisted. Its behavior has been erratic, its sense of social responsibility untested, its history uneven, its goals obscure, its manners often uncivil, its voice strident, and its course uncertain.

Its future is obscure.

It is, however, a healthy teenager still growing in size but grasping for what to do with its sinew and muscle and not yet quite ready to "...put away childish things."

The critical question is whether its nature is an outgrowth of "heredity" or environment.

The most current and immediate need is not for more data, but for more effort to make sense of the data we have.

Most observers of collective bargaining ask rhetorically, "What is the answer?" They might better be asking, insistently, "What is the question?"

Community Colleges and the Conundrum of Collegiality

Harold E. King
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No one likes a smart posterior, as the saying has it; especially obnoxious to the literate is the clowning ass who creates cryptic titles crippled by alliteration. But it is the sort of product one might expect from a mind made brash by a little learning and several hundred hours at the bargaining table. Yet would I urge the reader on by reminding him or her that flowers do bloom in the desert and the Fool in *Lear* often makes considerable sense. Which is not to say this piece recounts the wanderings of a foolish desert king.

Rather does it recount King's musings on collegiality at the community college, for it is at this level that I have spent the last ten years of my twenty-five year teaching career. And since for seven of those ten years I have been president of an AFT community college local, I have had considerable opportunity to discuss with faculty conditions at a number of community colleges. Such experience has led me to conclude that except for those campuses on which effective collective bargaining exists, collegiality is a myth, a dream, an illusion; it is intellectual myopia self-induced by teachers and nurtured by administrators, making collegial governance largely meaningless.

I speak, of course, only of teachers at community colleges.

For such teachers collegiality has a powerful appeal. The history and nature of the institutions they serve partially accounts for the strength of the appeal. Community colleges are relative upstarts in the academic world, springing as many of them did from trade schools, secretarial institutes, and the notion that fourteen grades are better than twelve. It is a hybrid occupying a position between the high school and the four-year college and university, undeniably overlapping both academic levels, but at the same time making its own, territory claimed by neither. And a relative youngster stakes that claim, for rare is the community college with a history of more than forty years.

Whatever the history or position of the community college, its faculty think of themselves as college teachers who wish to exercise academic governance in a community of scholars where decisions are democratically made by equals. They desire, expect, and believe in collegiality. They must. For nothing in the lore of higher education echoes "college" and "university" quite as convincingly as does "collegiality." Thus the community college faculty embraces collegiality as a means of strengthening their identity as college teachers.

But myriad factors comprise identity, among which is the need to express and effect plans and ideas which one's ability and education enable him or her to create. The products of the intellect, if given no outlet, rankle the mind and sicken the spirit. Collegiality thus becomes a means of realizing personal worth; it seems to offer one the opportunities to contribute meaningfully to the institution in which one teaches; it seems to afford the faculty member the identity of equal among peers. In short, community college faculty consider collegiality a desirable way to gratify their basic needs for dignity and worth.

Any administrator who ignores those needs cannot operate a community college that will be a viable institution contributing valuable education and training to members of the community it is supposed to serve. Indeed, such stupidity would probably indicate general managerial incompetence and guarantee the short life of any such administration. So basic are the needs which collegiality can fulfill, most administrations encourage the existence and development of the forms and procedures of faculty governance and encourage faculty to think of the college as a community of scholars. It makes good managerial sense.

Thus management at least tolerates and many community college administrations encourage the formation and operation of a faculty senate. What more hallowed and esteemed campus organization than the faculty senate. It is practically synonymous with academia, and community college teachers embrace the concept with hope and aspirations. It is, after all, a respected and wide-spread model for faculty governance in which the voice of equals may be heard, democratically making decisions.

It can be such, but it seldom is. Important problems can be discussed and solutions arrived at in this forum with its democratic procedures. Ideas can be shared, programs can be initiated, and policies can be formulated, but most often no means exists to make such things operational reality. The faculty senate makes recommendations to and advises the administration, but it cannot insist that administration implement any of its proposals. It too often lacks the means for doing so, or at least none that a faculty senate is apt to take. Of course, some of the wishes of the faculty senate become reality. For one thing, management finds some of them most helpful in operating the college, and if the illusion of faculty governance is to continue, management must accept some of the recommendations from the senate. Crudely put, the carrot on the stick must be kept before the faculty senate so that teachers will be kept occupied and entranced with the notion that the damned thing might be had, leaving the administration relatively free to pursue the ever more business-like job of operating a college.

Such a situation is sad, demeaning, and disgusting. Yet I suggest it is more the rule than the exception. Such situations prevail not because community college teachers are complete asses, unaware of what happens about them and to them, but rather because they so much desire collegiality for their own well-being and that of the institution in which they have invested their professional lives. They know themselves to be worthy and capable of shared governance; they are convinced a community college is a college, and, according to myth, a college ought to be a community of scholars wherein democracy is sovereign; so the carrot is viewed as a lure attainable and desirable. Such situations obtain because, like so many human beings, community college teachers are often so insecure that they are ready to settle for appearances, to buy an illusion born of despair.

However, as more and more are learning, faculty need not settle for illusion. Collegiality can be a reality, is a reality, on many community college campuses. It exists on many of those campuses which have turned to collective bargaining. Paradoxical? Only to the superficial observer. For if faculty organizes itself as a bargaining unit, and if its representatives meet those of management in good faith collective bargaining, and if those negotiations result in a contract signed by both parties, the signed document becomes a declaration of shared power sanctioned and upheld by law. (This assumes, of course, the process takes place in a state which permits teachers to bargain collectively.)

In essence, collegiality is, of course, shared power, even though some of its advocates think it poor taste to say so.

If the performers in that grim ballet called collective bargaining know when to turn and when to leap, a satisfactory perfomance will result. Faculty will not have gained all they had hoped for, and the administration will not have given away the store. In fact, the resulting contract will consist of compromises, for the most part, but nevertheless it will be an agreement to share the governance of the college. Even should the sharing not be equal, it will nonetheless be a genuine sharing of some sort, and not an illusion.

To those who cry the divisiveness of collective bargaining, I say rubbish. Given the political and economic conditions under which most community colleges must now operate, college administrators have become increasingly management oriented. They are concerned about management systems, intricacies of budget, appropriations, public relations, productivity, and much of the rest of the paraphernalia and procedures of business. In addition, an increasing number of administrators have never been teachers and have but an inkling of what it means to be a teacher. The gulf between administration and faculty is real on every campus. Collective bargaining is cognizance of the gulf and is an attempt to bridge it with a structure built by equals.

For those who think collective bargaining unprofessional, I ask the special indulgence of Providence.

Though less than perfect, collective bargaining can work exceedingly well on community college campuses. It can make collegiality real. And when it does, the college is very apt to be a dynamic institution serving well its students and community, for there emerges a special concern for the college from those teachers who have a voice in their professional destiny.

Students and Academic Collective Bargaining

Kathleen Brouder, *Associate Director, Project on Students and Collective Bargaining*

In an effort to generate some discussion and questions, I'd like to begin by outlining some thoughts on two of the questions most frequently posed to our Project: Does faculty collective bargaining affect students? and Can the process accomodate a third party, such as students? The two questions are sometimes held to be synonomous, and they are not. Opponents of student involvement sometimes assert — rather defensively — that bargaining doesn't *really* affect students, and thus students ought not lay claim to a role in the process. Others who would defend the proposition that the process *can* accomodate a third party justify their demand for involvement by reference to bargaining's impact on students. To confuse the questions is to make a difficult issue doubly difficult to resolve.

Collective Bargaining's Impact on Students

If pressed to think about it (and promised that their answers would not be used to argue either for or against student involvement), most faculty members and administrators would agree that collective bargaining does affect students and student interests. Disputes would almost certainly emerge over the nature of bargaining's impact on students — positive, negative or neutral.

For better or for worse (and I believe that the potential for both is there), a collectively-bargained contract can affect not only the quality, content, style, and costs of a school's programs and services, but its overall institutional mission as well. The fundamental "problem" with academic collective bargaining is that, as a decision-making process of sorts, it can profoundly affect students' educational options, without ever having to contend head-on with students' educational needs and aspirations *as they perceive them*. To the extent that students' needs and interests are not served (or are negatively affected) by decisions made in a collective bargaining context, both the process (negotiations) and the outcome or end result (a contract) can create problems, not only for students, but for the entire academic community.

On the gross ievel, it is relatively easy to visualize how *tuition policies* can affect students' access to an institution, or how *governance policies and practices* can affect students' access to campus decision-making. But there are more subtle policy implications as well. *Scheduling policies* may increase or decrease an institution's accessibility to part-time, working and continuing education students who need course offerings at "odd hours." *Hiring policies* can enhance or diminish an institution's capacity for employing "non-traditional," adjunct faculty to support its own innovative or non-traditional programs. Policies on *contact hours and class size* may make an institution more or less viable for students whose personal learning styles and needs require more individualized attention or direction than, say, students who relate fairly well to a large, lecture-hall format. Policies on *student evaluations of courses and teachers* may enhance or diminish the educational consumers' capacity to both critique what has been offered and influence what will be

offered in the future. But when policies and practices such as these are developed primarily (or influenced heavily) in a setting to which students have neither access nor input, the policy-makers run a grave risk. Like urban planners who reside in the suburbs, they may be building a housing project that nobody wants to live in.

Students' Impact on Collective Bargaining

Our research suggests that the process *can* accomodate a third party, and has indeed accomodated students as a third party in several situations already, without apparent injury to the integrity of the bargaining relationship. Whether that accomodation has produced effective participation, as defined by the students themselves, is another issue entirely.

Although students have been seated at the bargaining table at many institutions, no single clear "model" of student participation has yet emerged. Depending on the situation, students have been silent observers or vocal participants, restricted to written commentary or allowed to speak freely during negotiations, limited to proposals already under consideration or permitted to initiate their own agenda items. Students have been seated as an independent third party or as part of the management's bargaining team. (We know of no instance where students have been seated as part of the faculty bargaining team.)

Two states currently have statutes that provide for direct student participation in contract negotiations. The Montana law provides for student participation on the public employer (management) bargaining team; the Oregon statute provides for the participation of an independent, third-party observer team. Several other states have seen the introduction of student-initiated legislation patterned after one or the other (or both) statute, with legislative action expected on at least three such proposals in 1976. (The Maine legislature recently enacted a law that requires the public employer bargaining team to meet and confer with a student group throughout negotiations; the law does *not* provide for direct student participations in collective bargaining sessions.)

At several institutions — public and private, two-year and four-year — students have been seated at the bargaining table, in one capacity or another, with the voluntary joint agreement of management and labor, thus meeting the NLRB requirement of "mutual consent" for any third party presence in negotiations. Won by students only with the greatest difficulty, mutual consent is easily — and frequently — withdrawn by management or labor, or both. The tenuous nature of the mutual consent basis for involvement has prompted many student groups to follow the Montana and Oregon leads, and seek a statutory guarantee for continued participation. It remains to be seen whether such student groups are correct in their assumption that state legislatures will be less likely to repeal such an "enabling law" than labor or management might be to withdraw consent.

The fragility of mutual consent as a basis for student participation nonetheless raises serious questions about the process' capacity to deal with third parties at all — at least in any meaningful way. Our research suggests, for instance, that the reasons given for withdrawing consent are surprisingly different from the arguments usually advanced against student inclusion in the first place. Opponents of student involvement tend to argue that students will somehow impede or slow down the

progress of negotiations. Our research, including intensive on-site interviews with students, faculty members and administrators at three postsecondary institutions that have had some experience with student involvement, does not support such a contention. Even after they have refused to re-admit students to contract renewal talks, both faculty and administrators have admitted quite candidly that the students did not generally slow down negotiations, and indeed, sometimes facilitated them.

Opponents of inclusion tend to argue that students will violate the confidentiality of the process. Again, our research has not turned up more than one allegation that students breached confidentiality, although it has turned up many more such charges by labor against management and vice versa.

Why then is consent withdrawn? I would argue that labor and/or management have withdrawn their consent in many instances simply because they discovered that student participation did not uniformly and significantly enhance their respective bargaining positions. Students may not have obstructed the process in any way at all — they simply failed to further the parties' own positions and interests.

That says something about the process' capacity for accomodating a third party . . .in any *meaningful* way.

Students' perceptions about their experience at the bargaining table have been somewhat mixed. They tend to recognize (as do the parties to the contract) that their presence affected the *process*, the dynamics of bargaining, quite significantly, and often, as I suggested, quite positively. They tend to be less certain, however, that their participation substantially affected the *outcome* of the bargaining — that is, the terms of the contract. That in turn raises questions about the efficacy of student participation *for student purposes*.

If students are going to participate in negotiations (and I'm not at all sure that they are, generally speaking, well advised to do so), they need to develop a better understanding of both the process *and* its outcomes than I believe is currently within the grasp of most campus-based student organizations. They must also develop a clear political agenda, so that they can accurately assess the appropriateness of the faculty bargaining process as a vehicle for protecting or promoting student interests. Students ought not seek entry to the bargaining process simply because, like Mount Everest, it is *there*.

In a time of diminishing resources, students (like everyone else) must make hard decisions about where to allocate their time, energy and money. I very much doubt that faculty-management contract negotiations will — or should — become the major focus for student organizing efforts at most institutions. If students are concerned about the criteria and procedures for evaluating faculty performance, and particularly about their own role in such evaluations, then maybe they should go to the bargaining table. The terms, conditions, criteria, and procedures for faculty evaluation are often spelled out quite specifically in the contract, so perhaps it makes sense for students to want to be present, and to try to exert some influence on how the contract is written.

If, on the other hand, students at a particular institutions are worried about a tuition increase, it may well make more sense for them to be down at the capitol dealing with the legislature to increase higher ed appropriations, than to try to hold their tuitions down by holding faculty salaries down at the bargaining table. As the Carnegie Commission so aptly suggested: "The best way to reach the administra-

tion in Bascom Hall at Madison may come to be to go down State Street to the capitol building and then come back up the street to Bascom Hall.''[1]

[1]The Carnegie Commission on Higher Education, *Report And Recommendations on Governance of Higher Education: Six Priority Problems* (New York: McGraw-Hill [April, 1973]), p. 62.

State Government and Higher Education Under Faculty Bargaining

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Introduction

Two of the most compelling developments in the governance of public postsecondary education are faculty collective bargaining and increasing influence and/or control by state level agencies over what were formally internal institutional affairs. This paper provides a general overview of the interactions of state level agencies and institutions in states with faculty collective bargaining. Most of the issues and trends discussed are detailed more fully in a monograph to be published jointly by the Education Commission of the States and the Center for the Study of Higher Education at The Pennsylvania State University (Mortimer, 1976). The paper is a modification of papers presented in May1975 at a conference in Madison, Wisconsin, published in a recent issue of the *Educational Record,* and at the Institute for Continuing Legal Education at the University of Michigan in November 1975 (Mortimer and Johnson, 1976a and 1976b).

The paper begins with a brief discussion of the growth and current status of faculty bargaining in the public sector. A section on the legal framework identifies the five characteristics of the industrial approach to bargaining and their implications for higher education. The structure of the collective bargaining relationship in 20 states is discussed in a third major section of the paper, and executive branch involvement is discussed in the fourth major section. Legislative involvement in collective bargaining is then surveyed, and a general discussion section concludes the paper.

Faculty Collective Bargaining in the Public Sector

There are three major points that can be made about the present and future status of collective bargaining in institutions of higher education. First, faculty collective bargaining is primarily a phenomenon of the public sector of higher education. As of February 1, 1976, there were 287 bargaining units covering 481 campuses across the United States. Four hundred and sixteen (86 percent) of these campuses are public. While two-year campuses initially dominated faculty bargaining activity in the public sector, there are now 121 public four-year campuses at which faculty are represented by bargaining agents.

The second point is that the growth of faculty collective bargaining, to date, has closely paralleled the enactment of state collective bargaining laws. Between 1965 and 1972, the growth of faculty collective bargaining was dominated by activity in a few heavily populated and relatively industrialized states that adopted enabling legislation before 1970. By 1973, there were a total of 161 organized institutions in Massachusetts, Michigan, New Jersey, New York, and Pennsylvania — representing 76 percent of the organized institutions in the country at that time. James Begin

(1974) noted a "slowdown" in the growth of faculty collective bargaining during 1973—a pattern that continued in 1974, leading some observers to predict a declining interest in the phenomenon. One of the major factors leading to the apparent "loss of momentum" in 1973, however, was the early proliferation of faculty bargaining units in the five states mentioned above. By early 1973, 79 percent of the 205 public institutions in this group of states had adopted collective bargaining, leaving little room for further growth (Begin, 1974, p. 79).

Third, the enactment of new enabling laws in such states as California (applies to two year colleges only), Florida, Maine, Connecticut, New Hampshire and other states where it appears imminent is likely to produce a new acceleration of faculty collective bargaining activity in the public sector. According to the Carnegie Commission there are approximately 1300 public college and university campuses in the United States. As already noted, the faculties of 416 of these campuses, or about 32 percent of the total, are currently represented by bargaining agents. A fairly conservative projection would indicate that an additional 135 campuses will be unionized by 1978 or 1979 and that the new total will account for about 42 percent of all public campuses. It is possible that the figure will go as high as 230 additional campuses for a new total of approximately 50 pecent of all public campuses.

The Legal Framework

In preparation for this paper a number of sources which analyze the provisions of state bargaining laws were examined (A Legislator's Guide, January 1975 and 1976; Najita, 1973 and 1974; Ogawa and Najita, 1974; and Special Report No. 17, 1975.) Three major observations emerged from this analysis.

First, to the continued surprise and consternation of most administrators and some faculty members, state collective bargaining laws rarely recognize college and university faculty as a distinct category of public employees. The few exceptions to this pattern merely serve to emphasize this point. The statutes in Montana and Oregon, for example, provide certain status for students. Maine has a special statute covering all University of Maine employees. A few statutes (e.g., Hawaii, Montana and Alaska) mention specific governing boards as the employer for college and university faculty while others leave the identification of the employer to subsequent administrative and/or judicial interpretation. For example, in New York and New Jersey offices of employee relations have been formed to handle bargaining for all public sector employees, including faculty. In Hawaii, the Governor appoints the state's representatives to the bargaining team (Lau and Mortimer, 1976), whereas in Pennsylvania, the Department of Education has been given responsibility for most aspects of the collective bargaining relationship with the faculty of the state college and university system (Johnson and Gershenfeld, 1976).

Second, there is considerable variability in state statutes concerning the scope of bargaining. Some of the language is prohibitive, such as that contained in clauses which forbid bargaining over civil service regulations, while other provisions are permissive in allowing management to determine whether it will bargain over certain inherent managerial prerogatives.

There does appear to be some movement among the state labor boards in New York, New Jersey and Michigan, however, to recognize the dual role of faculty as

employees and as managers (Semas, 1976). The concept of faculty members as employees has consistently posed problems in the application of industrial case law and precedent to higher education. While there are several examples of this in the case law, perhaps the most important and well known is the one involving the Professional Staff Congress and the Board of Higher Education in New York City. In this case the union demanded that management bargain over student representation on personnel and budget committees—university-wide committees which consider reappointment, tenure and promotion of faculty. The Board of Education refused to bargain on the grounds that the make-up of the committees was not a mandatory subject of bargaining. The New York State Public Employee Relations Board upheld the management position. The board's reasoning illustrates the difficulty in the dual role of faculty as employees and as management. The board concluded that (Board of Education, 1974):

> There is a difference between the role of college teachers as employees and the policy making function which goes by the name of collegiality. Unlike most employees, college teachers function as both employees and as participants in the making of policy . . .We, too, distinguish between the role of faculty as employees and its role as a participant in the governance of its colleges. In the former role, it has a right to be represented by the employee organization of its choice in the determination of terms and conditions of employment. These terms and conditions of employment are, in their nature, similar to terms and conditions of employment of persons employed in other capacities by other public employers; they do not include a voice in the structure of the governance of the employer. . . .The right of the faculty to negotiate over terms and conditions of employment does not enlarge or contract the traditional preprogatives of collegiality; neither does it subsume them. These prerogatives may continue to be exercised through the traditional channels of academic committees and faculty senates and be altered in the same manner as was available prior to the enactment of the Taylor Law. We note with approval the observation that 'faculty must continue to manage even if that is an anomaly. They will, in a sense, be on both sides of the bargaining table.' We would qualify this observation, however; *faculty* may be on both sides of the table, but *not* their union.

A third aspect of the legal framework is that collective bargaining laws introduce a potentially important set of "new" actors and provide a framework for a redistribution of authority and responsibility among the traditional actors in the arena of academic governance. In addition to state labor relations boards, the "new" actors include unions, arbitrators, mediators, and an array of state administration labor relations officials. Most, if not all, of these individuals operate from a similar set of assumptions about labor relations.

While there is no single "industrial model" of collective bargaining, there does appear to be agreement on some general assumptions or characteristics of collective bargaining in the industrial sector. A reading of the literature indicates that there are five such characteristics: 1) an assumption of a fundamental conflict of interest between the employer and the employee; 2) the principle of exclusivity; 3) the formal bargaining of a contract which is legally binding on both parties; 4) formal grievance procedures ending in binding arbitration and; 5) the threat of sanctions (a strike or lockout) as a dispute settlement device.

The assumption that a fundamental conflict of interests exists between administrators and faculty is contrary to the tradition and ideals on which the concept of a community of scholars is based. According to the general understanding of a community of scholars, the faculty dominate academic or educational policy and have some influence on issues related to organizational structure. In a manner that is similar to the legal and medical professions, the faculty supposedly control the education and certification of those entering the academic profession; make decisions on the selection, retention and promotion of their colleagues; and in many cases, influence the selection of their supervisors, that is, department heads, deans and presidents. The assumption of a fundamental conflict of interests denies the validity of this concept of a community of scholars.

The second characteristic of the industrial approach to collective bargaining is the principle of exclusivity. This simply means that management can deal with one and only one bargaining agent and that it is illegal to deal with any other organization over terms and conditions of employment. The application of the principle of exclusivity threatens the existence of organizations on the campus which at least potentially would compete with a union — for example, a faculty senate. In at least one case, a charge has been made that a senate is a "company" union.

The third characteristic of the industrial approach to collective bargaining is the negotiation of a legally binding document. This is, of course, what happens under academic negotiations, and we will not elaborate on it here.

The fourth assumption, the legitimacy of third party review or binding arbitration, has had a remarkable effect on adminisrators. Todd Furniss (1975, p. 8) has captured this effect quite well when he talks about grievances in sex discrimination cases under Title IX:

> The social context for the handling of grievances has shifted from management answering the question, "do we think we were right and fair in dealings with our employees?" to, "do we as managers think this is a decision so fair and right that we can prove it to an experienced neutral who does not work for this organization?"

Our argument here would be that the same thing happens under collective bargaining.

The fifth characteristic of the industrial approach to collective bargaining is the legitimacy of the strike as a dispute settlement mechanism. There are, of course, intermediate steps to the strike, including mediation, fact finding and binding arbitration of disputes. Strikes are permitted under certain conditions in Alaska, Hawaii, Oregon and Pennsylvania, although we are not aware that there are accurate counts of just how many strikes have occurred. In Pennsylvania, there have been approximately eight or nine strikes, all but one in community colleges. The New Jersey state colleges have been out on strike, as has Rider College and Oakland University. For the most part, however, the threat to strike is not as effective a mechanism in higher education as it has proved to be in the industrial sector or in the public schools. Although we do not yet have an adequate assessment of the power of faculty members to strike, most observers would attribute little potential effectiveness to such an ultimate sanction.

The Structure of the Collective Bargaining Relationship

Another area of interest in the study of state-institution relations under faculty collective bargaining is the structure of the collective bargaining arrangement. Here we find that 1) there is considerable variability among the states in this regard and 2) the formal structural relationship between the institution and the state under collective bargaining closely reflects the pre-bargaining governance relationship within each state. There appear to be at least four definite structural patterns of faculty bargaining in the states. The patterns described below are a modification and elaboration of those first developed by Weinberg (1974). The details of the structure of faculty bargaining in 20 states are listed in Appendix A.

The first structural type is the individual insitution bargaining that occurs in Michigan and Ohio. Neither state has a strong central coordinating and/or governing board which oversees faculty bargaining. Michigan especially has a *laissez-faire* system in this regard (Howe, 1976).

The second pattern is individual campus bargaining with systemwide coordination. Rhode Island, Kansas, Montana and Oregon appear to have this structure. The bargaining here typically is handled by a management team consisting of both central board staff and campus-based administrators (Emmet, 1976).

The third structural pattern occurs in those states with separate sectors of higher education, usually a university, a state college and a community college segment. There are nine of these states listed in Appendix A: Vermont, Massachusetts, Connecticut, New Jersey, Pennsylvania, Delaware, Illinois, Minnesota, Nebraska and Alaska. The organization of higher education in Massachusetts, Pennsylvania and Alaska illustrates the complexity of this structural category.

In Massachusetts, higher education is controlled by five different governing boards: The University of Massachusetts Board, which controls three campuses; the Massachusetts State College Board of Trustees, which governs a ten campus system; the Massachusetts Board of Regional and Community Colleges, which governs a fifteen campus system; the Board of Southeastern Massachusetts University; and the University of Lowell which was formed by a merger of Lowell Technological Institute and Lowell State College. Each of these governing boards is responsible for negotiating contracts with its faculty, should the faculty choose to bargain colectively. The executive branch of government is not directly involved in the collective bargaining process, except as it impacts on executive recommendations concerning budgets.

In Pennsylvania, the public higher education system is divided into three sectors. There are four state-related universities: Lincoln University, The Pennsylvania State University, Temple University and The University of Pittsburgh. Each governing board has the authority to negotiate contracts and to make whatever financial agreements are required. To date, only Temple and Lincoln have dealt with their faculties collectively. The University of Pittsburgh rejected collective bargaining in March 1976. Penn State will probably have an election in Fall 1976. In the cases of Lincoln and Temple, both institutions have made agreements which are legally binding on them, whether or not the legislature appropriates sufficient funds.

The second major sector in Pennsylvania is the state college and university system. These fourteen campuses have a central board, the Board of State College and University Directors, but the essential elements of control rest with the

Pennsylvania Department of Education. The Department is responsible for line-item analysis of college budgets and for negotiating systemwide collective bargaining agreements with the faculty.

A third sector of higher education in Pennsylvania is the fourteen community colleges. Each college board has the authority to negotiate with its faculty and arrive at agreements which are to be funded by their sponsoring school districts or local boards.

The Board of Regents of the University of Alaska bargains with a representative of the eight community college faculties. The faculty at the three four-year campuses in the University system are just beginning an organizing campaign.

In Massachusetts, Connecticut and Minnesota the community college systems are funded almost entirely from state revenues. Community college bargaining either does or will take place on a systemwide basis in these three states. Centralized community college bargaining also occurs in the University of Hawaii, the City University of New York and the University of Alaska.

The fourth structural category involves the comprehensive systemwide bargaining which occurs (or will occur) in Maine, New York, Florida and Hawaii. These systemwide units incorporate institutions of different types (two-year and four-year) and missions (research oriented universities and former state teachers colleges or colleges of arts and sciences) into one homogeneous structure. The Florida and State University of New York units do not include community colleges.

Executive Branch Involvement in the Collective Bargaining Process

Although collective bargaining has not caused any radical changes in the formal structural relationship between the institution and the state, there is evidence of increased state administration involvement in institutional affairs under collective bargaining. The purpose of this section is to examine the state executive branch role at each stage of the collective bargaining process.

The state executive has considerable influence over the composition of faculty bargaining units. The unit determination cases in Pennsylvania are a case in point. The Governor's Office of Administration has taken the position that bargaining units ought to be as broad as possible in order to facilitate state-level administration and coordination. The Administration's position is strengthened by a provision in the law that instructs the Labor Relations Board to avoid overfragmentation of public employee bargaining units.

Following the initial petition by the faculty association in the Pennsylvania State College and University system the Governor's Office played an active role in the discussions which led to the definition of the faculty bargaining unit. The Lieutenant Governor, acting as the Governor's representative, took charge of these discussions — some of which occurred in the Lieutenant Governor's office. The parties defined a systemwide bargaining unit that was at least acceptable to all concerned, preempting the necessity for labor relations board hearings on the unit question. The issue of single campus bargaining units was never raised.

In unit determination hearings at The Pennsylvania State University and at the University of Pittsburgh, however, the issue of separate vs. multi-campus units was argued before a hearing examiner of the Pennsylvania Labor Relations Board. In the

Penn State case, the Secretary of Education testified in favor of a comprehensive bargaining unit consisting of all campuses. In the University of Pittsburgh case, the Deputy Secretary of Education took the same position. While it is difficult to assess the actual influence of executive officials in these cass, the board did eventually rule in favor of the administration's position.

State executives have also played an important, though informal, role in curtailing management opposition to unionization during faculty bargaining agent campaigns. In a number of states, governors have taken the position that collective bargaining with faculty is good public policy. Witness the following statement by the Governor of Oregon (McCall, 1975, p. 13):

> Faculty members as public employees deserve the right to collective bargaining if they are to be considered first class citizens in our society. From a practical standpoint, collective bargaining represents the wave of the future and community college trustees should exercise their leadership to see that it is accepted.

It is apparent that some leading politicians become indebted to faculty associations for their electoral victories and that considerable political pressure will be put on universities to acquiesce to unionization drives. In one state, a political official attempted to persuade the administration of a university that public funds could not be used to appeal the rulings of another public agency, namely the state labor relations board. In another instance, attempts have been made to ease the anti-union efforts of a public university that is engaged in a collective bargaining campaign.

The executive branch of government has also played an important role in contract negotiations in some states. Section 89-2 of the Hawaii Public Employee Relations Act defines the Board of Regents of the University of Hawaii as the faculty employer. It also designates "The Governor or his designated representative of not less than three together with not more than two members of the Board of Regents of the University of Hawaii," as members of management's bargaining team. As was customary for public employee bargaining with the other twelve units in the state, the Governor appointed the chief negotiator of the team and representatives of the state's Personnel Services Department and the Department of Budget and Finance. Together with two members of the Board of Regents, these legislatively mandated positions accounted for at least 50 percent of management's bargaining team.

The Office of Employee Relations in New York State operates under a statute which created it as an agent for the Governor to conduct negotiations and to assure the proper implementation and administration of collective bargaining contracts (Duryea and Fisk, 1976). The Office of Employee Relations serves as the respondent to grievances at the third step of the grievance procedure. This agency, by contractual agreement, is also responsible for obtaining arbitrators who are mutually satisfactory to the union and itself when grievance decisions are appealed to binding arbitration.

Another aspect of executive branch influence in contract negotiations relates to the efforts of many states to bring faculty salary and fringe packages into line with those of other public employees. In Hawaii, the state has taken the position that it will not negotiate changes in the fringe packages on a unit by unit basis but rather requires this to be done on a statewide basis. As a result, there were no changes in the fringe benefit package in the first faculty collective bargaining agreement (Lau and Mortimer, 1976).

The 1974 Pennsylvania State College and University system agreement is a two-year package that calls for a reopener on salaries. In the event that the Commonwealth and the faculty association are unable to reach an agreement, the dispute is to be settled by an arbitrator who would be instructed to use as a guideline the salary packages given to other public employees in Pennsylvania. The state has also taken measures to bring the salary scales of non-teaching staff in the State Colleges and University into line with those of similar categories of public employees. In short, we believe there is an expectation that the salaries and fringe benefits of academic faculty and staff should conform to those granted to other employees in the public sector.

The role of the executive branch in contract administration in one state may be illustrated by examining the case of The Pennsylvania State College and University System (Johnson and Gershenfeld, 1976). Negotiations for the State College and University first faculty contract began in November, 1971. The Governor selected a Philadelphia-based attorney to head management's negotiating tem. The team also included personnel officers from the Governor's Office of Administration and the Department of Education, an assistant deputy commissioner of higher education, and a staff analyst from the Bureau of Personnel in the Governor's Office. Two state college vice presidents represented the Board of State College and University Presidents. The team was reportedly dominated by labor relations professionals with minimal state college experience, whose primary concerns were not education.

The contract became effective in September 1972, with certain personnel policy provisions retroactive to the previous academic year. While the negotiations had been conducted primarily by the Governor's Office, the Department of Education was given responsibility for administering the contract. To facilitate the transfer of responsibility, the staff analyst who had served on the management team was transferred from the Governor's Office of Administration to the Department of Education to serve as Chief of Labor Relations.

Deputy Secretary of Education David Hornbeck, has publicly stated that the Department initially adopted a strict "constructionist" view toward the collective bargaining relationship. "If any basis could be found in the contract for denying the claims of the union, we asserted that basis and denied those claims." Contract administration was entrusted to the Department's personnel and labor relations staffs, and neither the Secretary nor the Deputy Secretary had much contact with the faculty association during the first year.

The Department's Office of Higher Education appears to have had little more to do with the contract than the Department's top management during the first year. The new Commissioner of Higher Education was given primary responsibility for implementing the 1971 higher education master plan, and the energies of his staff were consumed by that endeavor. In general, the Department attempted to confine the collective bargaining relationship to matters of personnel policy and pursued the task of higher education planning and coordination as if nothing had changed.

It is difficult to identify the precise point at which the Department began to modify its posture. Deputy Secretary Hornbeck has indicated, however, that one of the major *reasons* for a change in attitude related to the outcome of several grievances submitted to arbitration during the first year. Under the contract, grievances that are not settled at the campus level can be appealed by the faculty association to

the Secretary of Education. The Deputy Secretary has reported that, "In the first year when grievances reached the appeal level involving the Secretary's Office, we reviewed the materials submitted in a somewhat cursory way but in fact supported the decision of the president of the local institution" (Hornbeck, 1974, p. 11).

Failing satisfaction at the Secretarial level, the association has the option of submitting grievances to binding arbitration, which it has done in several cases. According to the Deputy Secretary, "Toward the end of the first year we found ourselves with a string of arbitration awards — seven if I remember correctly — all of which were against us . . .It was the grievance procedure and its results which first led us to reconsider our position (toward the collective bargaining relationship)" (Hornbeck, 1974, p. 12).

One of the first outcomes of this reassessment was a decision that the Department's top management had to become involved in the negotiations for the second contract. Having recognized the potential impact of collective bargaining on the governance of the State College and University system, the Department also decided to press for the appointment of a chief negotiator "who understood the world of higher education." The Secretary of Education therefore persuaded the Governor to select a consultant with experience in the field of education.

In September 1973, approximately one year before the termination date of the first contract, the Department formed a Labor Policy Committee to prepare for the second round of negotiations, due to start in January 1974. The Committee was chaired by the Deputy Secretary of Education and, with the exception of the chief negotiator, was staffed almost entirely by Department of Education personnel. The Deputy Commissioner of Higher Education, the Coordinator for State Colleges and Universities, and the Director of Teacher Certification represented the Office of Higher Education. The Committee also included the Department's Director of Personnel and Chief of Labor Relations. A state college president represented the Board of State College and University Presidents.

The work of this committee culminated with a proposed contract which was placed on the table by the management team at the first formal negotiating session in February 1974. The Department of Education's interest and involvement in the formulation of the second contract symbolized a new sense of seriousness about collective bargaining and a recognition that the Department could not successfully administer a contract without being involved in its negotiation.

The consequences of these developments for the role of the Board of State College and Univesity Directors are worthy of note. There is some evidence that would indicate that in states where the employer is defined as some agency other than the institution's governing board, the state agency gains considerable power or influence relative to that governing board. As the state agency becomes involved in collective bargaining and the scope of contract negotiations broadens, the governing board loses its influence over those items.

The Pennsylvania State College and University budgets have been hard hit by salary increases negotiated through collective bargaining. In the Fall of 1973, some of the colleges felt that they would not be able to operate unless the legislature appropriated more funds. As a result, the Board of State College and University Directors adopted a resolution that would have resulted in faculty retrenchment, in the absence of additional funds. The Secretary of Education was successful in

getting a ruling from the Attorney General's Office that the Board of State College and University Directors did not have the authority to carry out this resolution. The Board was told, in effect, that a collective bargaining agreement supersedes whatever authority the Board might have had prior to collective bargaining.

The view from the campuses of the Pennsylvania State College and University system provides a useful perspective concerning the potential consequences of executive branch involvement in collective bargaining for institutional governance. There has long been a feeling of frustration on the part of State College and University administrators and faculty about the lack of campus autonomy within the State College and University system. This frustration continues under collective bargaining, but it is difficult to associate it specifically with unionization. The fact that the system was highly centralized *before* collective bargaining was adopted suggests that centralization was part of the environment that *produced* unionization. Nevertheless, we think it is possible to examine the extent to which systemwide collective bargaining has *facilitated* further centralization of authority in the state's executive branch of government.

The grievance process provides a useful illustration of collective bargaining's potential for facilitating centralization. During the first two years of bargaining the local union organizations frequently employed the grievance mechanism to appeal presidential decisions to external authorities. There have been at least two rather striking examples of external intervention in campus affairs as a result of such appeals. In the first instance a president attempted to establish a "rules committee" to administer the contract at the campus level. In the second, a president attempted unilaterally to implement a new set of academic programs with an extra-departmental administrative structure.

Both actions led to grievances and subsequent intervention by the Department of Education. The first case, the rules committee, was a fairly straightforward breach of the contract. The second case, the new set of programs, however, was not so clearcut, for adminsitrative structure appeared on the surface to be a matter of inherent managerial authority under the state's Public Employee Relations Act. By this time, however, the Department of Education, had already committed itself to consultation with the faculty association over program changes with implications for faculty job security. Representatives from both the Department of Education and the association's central office subsequently visited the campus and together persuaded the president to consult with the local faculty association over revisions in the new program structure.

Campus administrators in the State College and University system have responded to such incursions in a variety of ways. Some have concluded that decisions can no longer be made at the campus level. In one case virtually all grievance cases have been forwarded to the Department of Education for action. In other cases campus administrators have determined that the best way to keep local problems under local control is to *avoid* formal grievances and attempt to resolve local problems through discussions with union leaders at the campus level. Under pressures from both the Department of Education and the central faculty association to centralize decision making and to standardize policies and procedures, it would appear that the future of campus autonomy in the system is dependent upon the ability of campus administrators and local union leaders to develop cooperative relationships and to work at solving local problems in an informal manner.

The Legislature and Collective Bargaining

The legislature is the principal architect of the state laws that provide the legal framework for collective bargaining in the public sector. As we have pointed out earlier, this legislation seldom takes cognizance of the special nature of higher education and its faculty. Legislatures are beginning to view colleges and universities as unnecessarily privileged institutions, particularly under the fiscal pressures of the 1970s. The interest in economy and in equity among public employees appears to have generated a desire among lawmakers to produce a framework for standardizing personnel policies and procedures across the public sector.

Legislatures are seldom involved in direct across-the-table negotiations with faculty. It would be a mistake, however, to conclude that legislative influence over the collective bargaining process ends with the enactment of enabling laws. Legislative influence is manifested in at least three additional ways: the force of legislative expectations that faculty will unionize once enabling legislation is passed; legislative involvement in the contract ratification process; and legislative conrol over the funds needed to finance collective bargaining agreements.

The first manifestation of legislative influence on the collective bargaining process relates to the pressure created by legislative expectations that faculty will unionize once an enabling law is passed. The following quote from the University of Hawaii situation is illustrative of this point (Pendleton and Najita, 1974, p 41).

> . . .the collective bargaining situation at the University . . .is the product of "forced change" brought about by the enactment of the public employment bargaining law and *the expectation of the state legislature* that all employees would take advantage of the law if they wished economic gain (our italics).

The Massachusetts legislature has conveyed a similar set of expectations to faculty in that state by passing an appropriations rider which stipulates that faculty merit increases will no longer be forthcoming unless negotiated through a collective bargaining agreement. Until 1974, collective bargaining in Massachusetts occurred under a meet and confer statute that did not allow discussion of salaries and fringe benefits. In the late 1960s the legislature adopted a practice of granting special merit raises to postsecondary faculty in order to bring the salary levels of Massachusetts faculty up to the level of faculty salaries in other sections of the country. It had been customary to grant faculty raises proportionate to those given other public employees and then to add a five percent merit factor to this package. Just prior to the enactment of a new bargaining law in July 1974, the legislature attached a rider to an appropriations bill which stated that there would be no further merit raises except those negotiated through a collective bargaining agreement. There is some disagreement over the motivation for this appropriations rider. Some indicate that it was an attempt by an individual state senator to punish the college and university faculty. Regardless of the motivation of such a rider, its impact has become clear to the faculty members. It has been interpreted to mean that the legislature will not deal with faculty other than through collective bargaining.

Whether or not such expectations are openly conveyed to faculty there is evidence that some faculties have chosen collective bargaining as a mechanism to defend their interests before the state legislature and the governor. In a survey conducted after the bargaining agent election in the fourteen-campus Pennsylvania

State College and University system faculty were asked to respond to a question concerning their motives for supporting collective bargaining. Six issues were selected to reflect an array of potential faculty concerns about the control of their affairs by various levels of state college and university government. Three of these issues dealt with internal governance mechanisms such as the college administration, board of trustees, and the faculty senate; and three other issues dealt with the state legislature and the executive branch of government. Respondents were asked to rank the six issues in order of the issues' influence on their selection of a bargaining agent. The issues that received the highest ranking were as follows (Lozier and Mortimer, 1974, p. 105):

> The association I voted for can best represent faculty interests in the state legislature and state government.
>
> The state government and legislature have not responded to the needs of either the Pennsylvania state-owned institutions or the faculty of these institutions.

There is evidence to suggest that once collective bargaining mechanisms are available, faculty in public institutions will be reluctant to reject bargaining in an election. As of the end of the 1974 academic year, Northern Michigan University, Michigan State University, and the University of Massachusetts at Amherst were the only public four-year institutions in which faculty had actually voted not to adopt collective bargaining. Even though there appears to be an increasing number of such rejections in more recent times (e.g., Grand Valley State College, University of Nebraska-Lincoln, Ohio University, etc.), during election campaigns faculty associations frequently argue that because other public employees in the state have adopted collective bargaining, the faculty must do so to protect their own interests.

The *second* area of legislative involvement in the collective bargaining process occurs during the contract ratification process. In most states legislative involvement at this stage is a matter of statute. Of the 23 bargaining laws reviewed by the Academic Collective Bargaining Information Service (Special Report No. 17, 1975) only seven have no specific provision for any legislative involvement in contract ratification. In approximately six states, those aspects of a collective bargaining agreement that conflict with existing laws must receive legislative approval before they go into effect. For example, the second contract for the Pennsylvania State College and University system called for a change in the retirement system and provided a TIAA-CREFF option for the faculty. This aspect of the contract did not go into effect until the legislature passed a change in the retirement system to make this option available. The agreement at the bargaining table was that both management and the faculty association would propose this bill to the legislature and support its passage.

In seven other states, the legislature has to ratify both the cost items involved in a contract and any changes in existing statutes. For example, in both Massachusetts and Hawaii the legislature has to approve the cost items in any collective bargaining contract. The language from the 1974 Massachusetts statute is as follows (Chapter 150-E Section 7):

> The employer shall submit to the appropriate legislative body within 30 days after the date on which the agreement is executed by the parties, a request for the appropriation necessary to fund the cost items contained therein . . .If the appropriate legislative body duly rejects the request for an appropriation neces-

sary to fund the cost items, such cost items shall be returned to the parties for further bargaining.

In Hawaii the practice has been for the legislature to ratify those agreements negotiated by the executive branch of government, without substantial modification. There is, however, a feeling among executive branch negotiators that it is necessary to develop financial packages which the legislature can ratify.

According to Joyce M. Najita (1974, pp. 7-8) who conducted a detailed analysis of legislative involvement in contract ratification,

> The most highly developed law in terms of articulating the role of the legislature in the negotiating process appears to be the Wisconsin SELRA. The law provides for submission of tentative agreements reached between the department of administration and certified labor organizations to a joint committee on employment relations, which is required to hold a public hearing before determining its approval or disapproval of tentative agreements. The committee is authorized to submit suitable portions of the tentative agreement to appropriate legislative committees for "advisory recommendations" on proposed terms. If the tentative agreement is approved, the committee is to introduce in companion bills the portion of the tentative agreement (such as salary and wage adjustments, changes in fringe benefits, and any amendments, deletions or additions to existing law) which requires legislative action for implementation. If the tentative agreement is not approved, it is to be returned to the parties for renegotiation. If the legislature fails to adopt the portion of the tentative agreement introduced by the joint committee, the agreement is to be returned to the parties for renegotiation. The law also provides that no portion of any tentative agreement is to become effective separately.

The third area of legislative involvement relates to the role of legislatures in providing the funds needed to cover collective bargaining contracts *after* they have been ratified. In some states the executive branch may take it upon itself to ratify an agreement without prior legislative approval of cost items. Legislative support is then sought through the appropriations process.

In the Pennsylvania State College and University case it has been the governor's practice to sign agreements and submit requests to the legislature for supplemental appropriations to cover the costs. These appropriations have not been sufficient to cover the entire expense of funding a contract. The impact of this method of financing contracts has been that the institutions have been forced to absorb the balance of negotiated salary increases through rather severe belt-tightening in the non-personnel areas of their budgets.

It is difficult to know whether the relationship between the funding authority and academic institutions under collective bargaining is fundamentally different from that which would exist without collective bargaining. It is clear, however, that collective bargaining brings the controversial matter of faculty salaries and fringe benefits to the attention of the legislature. According to Weinberg (1974, p. 10), "Going to the legislature may get the parties more attention than they care to receive. The New York Taylor Act forces The State University of New York and The City University of New York to bring their most difficult decisions to the attention of the legislative bodies."

Discussion

The purpose of this paper has been to examine some of the implications of faculty collective bargaining for relationships between institutions of higher education and state governments. Both faculty bargaining and state controls are likely to become increasingly important factors in the governance of public colleges and universities. The interaction between these two phenomena is therefore an important area of inquiry.

Perhaps the most important precipitating factor in the growth of faculty bargaining in the public sector is the passage of enabling legislation at the state level. State collective bargaining laws seldom give recognition to college and university faculty as a distinct category of public employees. Hence, faculty bargining takes place under the same basic rules that apply to public employee relations in general.

Although the law is often permissive with regard to specific policies and procedures (definition of the bargaining unit, scope of negotiations etc.), it establishes a general framework for the application of a "new" model of employer-employee relationships in higher education — a model that differs somewhat in its basic assumptions from that which has traditionally been applied to colleges and universities. The most important characteristics of this "industrial" model are 1) an assumption of a fundamental conflict of interests between the employer and the employee; 2) the principle of exclusivity; 3) the formal bargaining of a legally binding contract; 4) formal grievance procedures ending in binding arbitration; and 5) the threat of sanctions as dispute settlement devices (e.g. strikes and lockouts).

One of the most intriguing aspects of faculty bargaining relates to the traditional role of faculty in participating in the formulation of basic institutional policies, particularly in curricular and academic personnel matters. Faculty unions are prone to argue that this role should be formalized under collective bargaining. While some institutions have followed this route, it has been primarily through the acquiescence of management rather than by force of law. Indeed, recent labor relations board decisions in New York, New Jersey, and Michigan enforce the notion that the rights of faculty *as employees* are not significantly different from the rights of other categories of public employees (Duryea and Fisk, 1976 and Semas, 1976). If faculty are to continue in their traditional governance role, it may well be that they will have to pursue that role outside the context of the formal collective bargaining relationship.

Another aspect of collective bargaining with potential implications for state-institutional governance relations is the "structure" of the collective bargaining relationship. Appendix A indicates that there is considerable variability among the states in this regard. Indeed, in most states, the structure of faculty bargaining closely reflects the pre-bargaining relationship between the institution(s) and the state. Nevertheless, it is noteworthy that with the exception of two states (Michigan and Ohio), faculty bargaining is coordinated by a central agency or board in at least one sector of the public higher educations system of each state. Although the trend toward coordination in multi-campus systems predates collective bargaining, it is nonetheless apparent that collective bargaining has maintained, and in many cases, strengthened the hand of central agencies of state government in the formulation and implementation of higher education policy.

The state executive is a key participant in the collective bargaining process in many states. The executive branch has a vested interest in the definition of broad faculty bargaining units which will facilitate state-level coordination and standardization of policies across diverse systems of higher education. Some state administrations have discouraged campus-level opposition to faculty unionization in the belief that public employee organization is good politics. Moreover, the negotiation of faculty contracts by state-level agencies has facilitated the standardization of faculty salary and fringe packages with those of other public employees. Equally important, the role of state-level agencies in contract administration has strengthened the state's role in monitoring and regulating the day-to-day operation of colleges and universities.

In some respects collective bargaining has also strengthened the hand of the state executive vis a vis the legislature. Collective bargaining is generally viewed as an executive function, and legislatures are seldom directly involved in the process. Nevertheless, it would be a mistake to assume that the role of the legislature in collective bargaining ends with the passage of an enabling law. Legislatures, in general, are beginning to view colleges and universities as unnecessarily privileged institutions, and some of them appear to view collective bargaining as a means of exercising greater state control over the higher education sector. Faculty, in turn, appear to view collective bargining as necessary to compete successfully with other state agencies and services for state appropriations.

Whether or not legislatures move toward a more active role in contract negotiations (which seems improbable) or ratification, it seems likely that they will continue to exert an important influence on the outcomes of collective bargaining via the appropriations process. Higher education is no longer a top priority at the state level, and state legislatures are under increasing pressures from taxpayers and other public services to hold down and, in some instances, redistribute state expenditures.

It is difficult to draw firm generalizations from the experience with faculty collective bargaining thus far. Faculty bargaining, as well as public employee bargaining in general, is still a relatively new phenomenon. Moreover, the variability of practices and procedures among the states is and may well remain significant. With regard to the implications of faculty bargaining for state-institution relations, it is important to note that there are many other forces affecting these relationships besides collective bargaining. In this context, collective bargaining is probably best viewed as part of a larger social-political trend toward centralized decision-making and homogenization of policies and procedures affecting college and university faculty with those affecting other public employees. The implications for institutional autonomy and for the maintenance of colleges and universities as somehow unique agencies of the state seem quite clear.

Appendix

Geographic and Structural Composition of Actual and/or Potential Faculty Bargaining Units in Public Postsecondary Education in Twenty States as of February 1976[1]

I. Individual campus bargaining

1. Michigan

2. Ohio

II. Individual campus bargaining with systemwide coordination

3. Kansas

4. Montana

5. Oregon

6. Rhode Island

III. Separate sectors with variations in bargaining structure.

7. Alaska

a. No determination has been made as to whether the three four-year campuses will be in one unit.[2]

b. The eight community colleges in the University of Alaska bargain as one unit with the systemwide Board of Regents

8. Connecticut

a. The University of Connecticut is one unit.[2]

b. The Connecticut State Colleges are one unit.[2]

c. The four state technical colleges are in one systemwide unit.

9. Delaware

a. The University of Delaware has its own unit.

b. The four technical and community colleges are organized in a single unit.

10. Illinois

a. The State colleges and Universities are a five campus unit.

b. Some of the community colleges bargain with municipal authorities.

11. Massachusetts

a. The University of Massachusetts[2] has campus units.

b. Southeastern Massachusetts University has its own unit.

[1]The emphasis in this table is on four-year institutions and university centers. Where community colleges bargain on a systemwide basis this is indicated. Three states, Wisconsin, Washington and California permit or will soon permit bargaining with the faculty of community colleges but not senior institutions.

[2]No exclusive representative chosen.

c. The Massachusetts State College board of Trustees bargains on a campus-by-campus basis with the four institutions represented by the NEA. The three A.F.T. schools bargain jointly on economic matters and separately on other items.
d. The University of Lowell[2] is a separate unit.
e. As of 1976, the Board of Regional and Community Colleges bargains with one 15 campus unit.

12. Minnesota

a. The University of Minnesota is divided into separate campus units.[2]
b. The Minnesota State Colleges are in one seven campus unit.
c. The Minnesota Community Colleges are in one 18 campus unit.

13. Nebraska

a. The University of Nebraska[2] has separate campus units.
b. The Nebraska State Colleges are in one four campus unit.

14. New Jersey

a. Rutgers, New Jersey College of Medicine and Dentistry and the New Jersey Institute of Technology have separate units.
b. The New Jersey State Colleges are an eight campus unit.
c. Each of the community colleges has its own unit.

15. Pennsylvania

a. Each of the four state-related universities has its own bargaining unit(s).[3]
b. One unit covers the 14 campus Pennsylvania State College and University System.
c. Ten of 14 community colleges have their own unit(s).

16. Vermont

a. The University of Vermont is a separate bargaining unit.[2]
b. The three Vermont State Colleges are in one comprehensive unit.

IV. Comprehensive systemwide bargaining

17. Florida

The Florida State University System is a multicampus unit, although the law, health, and allied health faculty are not part of it.

18. Hawaii

The University of Hawaii is a nine campus unit with a university center, a four-year college and seven community colleges.

19. Maine

a. The University of Maine is a systemwide unit of two and four-year institutions.[2]
b. The Maine Vocational-Technical Colleges are a six campus unit.

[2]No exclusive representative chosen.

[3]Only two of the universities have adopted collective bargaining.

20. New York

a. The City University of New York is a 20 campus unit consisting of both two and four-year institutions and university centers.
b. The State University of New York has a 29 campus unit consisting of medical centers (2), university centers (4), 13 liberal arts colleges, 6 agricultural and technical colleges, 3 specialized colleges and 1 non-residential college.

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Collective Bargaining and the Growing Crisis in Higher Education: A Faculty Perspective

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In looking through the proceedings of previous Collective Bargaining Conferences, I've noticed there have been relatively few presentations by faculty members who have had experience living under a collective bargaining agreement. Most of the papers have been by attorneys, university administrators, union professionals, or scholars who have studied some aspect of collective bargaining. Today I'd like to partially redress this imbalance by speaking about collective barraining, not as a representative of the AAUP, nor as a union professional. Instead, I'd like to speak as a faculty member who has been extensively involved in the collective bargaining process at a university that has had a collective bargaining agreement since 1971. During this time, I've had a reasonable chance to see how the process works at an institution that has approximately ten thousand students, a full range of undergraduate offerings, a modest array of master's programs, and two doctoral programs.

Collective bargaining at Oakland has now reached the stage where we are no longer preoccupied totally with responding to immediate crises. We are beginning to be able to think about the future, and how our union can best advance the long-term interests of the faculty in the face of the growing crisis in higher education. Today I'd like to share with you some of the problems I think faculty unions are going to face in the immediate and intermediate future.

To set the stage for this discussion it would be useful to describe briefly my conception of the principal ingredients of the collective bargaining process, and my assumptions as to the major issues that will be facing institutions of higher education over the next ten years or so.

Principal ingredients of the collective bargaining relationship

There is general agreement that collective bargaining brings with it significant changes in the nature of the relationship between the faculty and the university administration. There is less agreement, however, as to the precise nature of this change. For example, we have all been exposed to the debates as to whether or not collective bargaining destroys collegiality, leads to hostility and an adversarial relationship between the parties, inevitably results in the imposition of the industrial model, and so forth.

In my experience, collective bargaining changes the relationship between faculty and administration in four major ways. The first is that various aspects of the relationship become contractual obligations having legal force, and cannot be changed arbitrarily. For example, at Oakland, the administration cannot suddenly decide to deny the faculty a major role in selecting and reviewing department chairpersons. Prior to collective bargaining, they could have, in fact, taken away unilaterally this "managerial prerogative" which had been "delegated temporarily to the faculty." Many faculty have voted for collective bargaining, not necessarily to expand their role in the governance of the institution, but to protect the role they do have from unilateral administrative modification.

A second consequence of collective bargaining follows from the fact that the process involves the writing of a contract. There is something about making legal, written agreements that forces one to describe clearly, and in detail, the precise nature of the relationship between the parties. You should no longer have a situation in which potentially important elements are either unwritten, or vaguely specified. Take, for example, the situation in which the administration holds the unwritten assumption that one has tenure within a single academic department, while the faculty holds the unwritten assumption that one has tenure within the university. The experience of writing a contract should unearth this problem, and should result in a resolution of the issue prior to the day that some unsuspecting tenured faculty member is handed a layoff notice.

The third change that comes when one enters into a collective bargaining arrangement is that the parties are required to deal with, and come to some kind of agreement, on issues that are of concern to one or both of the parties. The administration can no longer decide arbitrarily that a particular issue is not a relevant concern of the faculty, or engage in that well known technique of bucking the issue from one end of the bureaucracy to the other, until the faculty gets tired and goes away. With the coming of collective bargaining there is, of course, no guarantee that issues will be resolved in the way the faculty ideally might prefer, but at least the administration can no longer avoid dealing with issues of concern to the faculty. If the faculty view fails to prevail, it at least can't be by default.

If the parties are now required by the process to come to agreement on issues that divide them, there must be mechanisms for resolving deadlocked disputes. It is in this area that collective bargaining brings perhaps the most significant change to the relationship between the parties. The faculty is no longer relatively helpless in the face of deadlocks, but has recourse to a variety of dispute-resolving mechanisms ranging from third party fact-finding, to outside mediation, to binding arbitration, and refusal by the faculty to work without a contract.

These, then, are the major changes that I see collective-bargaining bringing to the relationship between faculty and administration. The process does not inevitably mean the faculty role in governance decreases, that merit ceases to be a factor in salary determinations, that salary schedules and class size escalate, etc. What it does mean is that the parties must grapple with issues and reach agreement on them, that mechanisms are available for resolving disputes, that the agreements between the parties will be detailed and specific, and that they will have legal force and be protected from unilateral modification.

Assumptions as to the major problems confronting higher education

Although the future prospects vary somewhat across institutions, there appears to be widespread agreement that higher education generally is going to be faced with four major problems for some time to come. The first is a shortage of money. The second problem is a deceleration in the growth of the student body at best, and an absolute shrinkage at worst. The third, is a shift in the nature of the student body, with a larger segment of it consisting of students who are older, who are part-time, who want programs that more clearly relate to vocational goals, and who are less

well-prepared to deal effectively with traditional academic material. The fourth problem is the growing inclination for state legislatures to increase their control over detailed aspects of the functioning of state institutions of higher education. This ranges all the way from attempting to decide what programs will be offered at various institutions, to setting student-faculty ratios, establishing the number of courses faculty will teach, determining how many dollars the institutions will have to support its physics program, psychology program, etc.

In the remarks that follow, I shall assume that these characterizations of the future are reasonable valid, and shall focus on a discussion of their implications for collective bargaining.

Implications for collective bargaining in higher education

One of the major functions of a faculty union is to negotiate an agreement which establishes an appropriate role for the faculty in the governance of the institution. In many places, faculty have traditionally played a large role in determining educational policy through such mechanisms as academic departments, college and school faculty assemblies, university senates, and their respective faculty committees. These kinds of mechanisms have worked with varying degrees of success, depending on the extent to which the administration has been responsive to the recommendations that have emerged from these kinds of governance sructures. Unfortunately, it would appear that these traditional mechanisms will be increasingly strained in the years ahead. They are going to be strained by the need to make the hard decisions that will be forced on us as a result of slowing or declining student enrollments, the demand for new and different educational programs, and the scarcity of financial resources. In a word, these mechanisms are going to be stressed by the need to make decisions as to which academic programs should be curtailed or eliminated in order to fund new programs and expand current programs demanded by students and the larger society. We are not used to making these kinds of decisions. We are much more familiar and comfortable with recommending new programs to be added, establishing degree requirements, setting grading standards and procedures, and so forth.

There are at least three factors which make retrenchment decisions very difficult and painful for faculty. The first is the psychological stress that is associated with realizing you are, in effect, deciding which of your colleagues should be laid-off. The second is that retrenchment decisions are serious and complex. They require the faculty to do much more data-gathering, and much more thoughtful analysis prior to making these policy decisions than I think many of us are used to. The third factor is that it's not at all clear as to just how faculty should be involved in decision-making in this area. Should the same faculty governance structures that make decisions and recommendations about new programs also grapple with retrenchment decisions? Should special retrenchment committees be formed? What factors should be taken into consideration in making such decisions? Should faculty be content with a recommendatory role in retrenchment decisions, or should they press for a veto power — no curtailment or elimination of programs unless faculty bodies agree to them? Perhaps faculty should take the position that instead of playing a role in this decision-making process we should try instead to place constraints on the administration's retrenchment decisions. For example, the faculty could attempt to negotiate

an agreement that says a program can't be curtailed solely because of a short-term, unfavorable student-faculty ratio within the program, that requires long notice periods for faculty to be laid-off, that requires substantial severance pay arrangements, that supports and provides for the retraining and rehiring of obsolete faculty, etc.

Since it is the faculty union's responsibility to negotiate a contract which maximizes the interests of the faculty in the retrenchment process, the faculty and its union are going to have to grapple with the preceding questions so they can formulate an intelligent position to support in contract negotiations with the administration. Given the seriousness, complexity, and unfamiliarity of the problem, it would appear desirable that faculty analysis of the pros and cons of various solutions be done at a regional or national level in order to maximize the breadth of experince and expertise that can be brought to bear. To date, I'm not aware of any national faculty organization that is organizing or supporting such an effort.

Many faculties have also had a long-standing involvement in governance mechanisms dealing with personnel decisions. We are all familiar with the system of department, college, and university Reappointment, Promotion, and Tenure Committees. Unfortunately, it looks as if the personnel decision-making mechanisms at many institutions are also going to be confronted with unfamiliar and complex problems in the years ahead. For example, if and when it is decided that a given number of individuals are to be laid-off in a particular academic unit, what role should the faculty play in identifying the people to go? Should we use the Reappointment, Promotion and Tenure Committee system, with department committees sending recommendations to college committees, who make recommendations to university committees, who make recommendations to the administration for final action? Should departmental recommendations go directly to the administration? Should we have a layoff decision-making mechanism that is separate from the Reappointment, Promotion and Tenure Committee system? Should the faculty have the final voice in deciding who goes? Should merit be the only criterion used in making these decisions, or should years of service be a factor? Under what conditions, and by what procedures should tenured faculty be laid-off?

The growing number of institutions that are facing a slow-down or a termination of growth in faculty size are going to be faced with a second crisis in the personnel area: the fact that, under such conditions, the percentage of tenured faculty within the institution is likely to rise rapidly to very high levels. Is it in the long-range interest of the faculty to allow this to happen? If not, how should we try to prevent it? Do we explicitly recognize the concept of tenure-ratios, and allow this to influence tenure decisions? Should we greatly increase the standards for the awarding of tenure? Both of these approaches would, of course, make life much more difficult and hazardous for nontenured faculty. Recognizing this, should we perhaps replace tenured appointments with a series of long-term appointments, thus making life much more difficult and hazardous for tenured faculty?

It is apparent that many faculties and their unions are going to have to grapple with these personnel questions and their implications. If we don't, we will be unable to negotiate effectively and intelligently with our administrations.

One of the implications of the preceding remarks is that faculty are going to experience tremendous pressure to spend a great deal of time on things other than

teaching and research. The negotiating of an acceptable contract, for example, will increasingly require large time commitments from many faculty. They must become involved in this process in a variety of ways if we are to develop reasonable, thoughtful, well-researched positions on complex issues such as those just discussed. In addition, faculty will have to participate in whatever governance mechanisms are negotiated. Given the complexity and seriousness of the decisions these mechanisms will face, it is quite likely that governance will take considerable more time than it has in the past. Faculty can no longer afford to make governance decisions casually, with only superficial analysis and heavy reliance on presentations by administration representatives. We will increasingly have to generate our own data and information, and do our own in-depth analyses — and that will take inordinate amounts of time.

This raises the question as to how we maximize the prospect of attracting talented faculty to participate in these various activities. One possibility is to negotiate released time for faculty holding key governance positions. This could be coupled with contract provisions that ensure that governance and union activity is taken into consideration in making decisions about merit raises, reappointment, promotions, and tenure. If such arrangements are not made, it will probably decrease significantly the pool of available faculty talent. It also could increase the likelihood that faculty unions will begin to hire professional staff people to do some of the things faculty can no longer afford to do.

There are indications that faculty at some institutions will be increasingly pressured to give more time to their teaching duties. Many institutions are beginning to be much more concerned with the quality of teaching in order to enhance their competitive advantage both among traditional and non-traditional students. This, in turn, is leading in many places to efforts to systematically evaluate teaching, and place greater weight on this variable in making merit, reappointment, promotion and tenure decisions. At the same time, however, there is no indication these efforts are associated with a de-emphasis on research productivity. In fact, concern over tenure-ratios and the percentage of faculty at the full professor level may lead to increased demands and expectations in this area as well. How should faculty and their unions respond to these pressures to be outstanding teachers and outstanding researchers, while at the same time being actively involved in the governance of their institutions? There are, of course, many faculty who do just this. But can we really expect this from the majority? What should the faculty and their unions do to achieve reasonable work-load demands over the coming years? Do faculty resist efforts to evaluate teaching so they can put less time into these duties without being penalized unduly? Do we resist efforts to increase demand for scholarly and research productivity? Perhaps we should explicity recognize that some faculty should focus primarily on teaching, and others on research, and press for more individualized job descriptions and evaluation criteria. In any event, it seems clear that over the next few years faculty unions are going to have to grapple more effectively than in the past with the issue of work-loads.

Finally, a few questions about state legislatures. How should faculty unions in public institutions respond to legislative efforts to influence the internal affairs of their institutions? What are the advantages and disadvantages of each faculty mounting a lobbying effort on behalf of its own institution? How should this be coordi-

nated with the administration's lobbying efforts? Should a state-wide faculty lobbying effort be mounted? How do you do this if different institutions are affiliated with different national unions? To what extent should lobbying efforts involve cooperative arrangements with non-educational unions? Again, we face complex issues that will require considerable analysis if we are to make wise decisions about the future course faculties and their unions should take.

Well, as I said at the outset, the purpose of my remarks today is to identify some of the problems I see facing collective-bargaining units in the years ahead. As you can see, there are more problems than clear solutions. In spite of these problems, however, it seems clear that one solution is not likely. We are not likely to go back to a non-collective bargaining relationship with our administrations. Too many of the myths and illusions that supported that system have been shattered. My greatest concern is that if faculties can't make progress under the sponsorship of groups like the AAUP and the NEA, more and more faculty will begin to take seriously the suggestion that one occasionally hears offered — that we affiliate with a *real* union, like the AFT, the UAW, or the Teamsters!

The Scope of Bargaining and Its Impact on Campus Administration *

J. Victor Baldridge, *California State University, Fresno*

These are troubled times for campus administrators. The problems of student dissent had barely subsided when the economic downturn of the early 1970's hit the nation's campuses. The growing pressure to economize has generated a demand for administrators whose success is as much a function of management ability as it is academic acumen. Consequently, administrative tenure depends not only on the desires of the faculty, but also on the will of governing boards, legislators, and the public.

Faculty collective bargaining is one more problem administrators must face in their struggle to manage institutions that are rapidly changing under the onslaught of environmental pressures. Many administrators perceive collective bargaining as threatening to their management power, and fear that campus polarization will make effective decision making virtually impossible. Paradoxically, our evidence shows that faculty collective bargaining actually affords *greater* power to certain administrative components.

THE FEAR OF ADMINISTRATIVE IMPOTENCE

In an interview, a university president voiced the common concern that the rise of faculty unions is one more sign of the impending collapse of authority in colleges and universities. For the last decade, he said, campus constituencies have gradually organized into formalized power blocs: first, blue collar workers, then students, followed by faculty, with office staff and middle management now seeking a part in governance. As a result power has shifted away from the board and administration and has become dispersed among competing groups. We have reached, said this president, a state of paralysis with political veto groups canceling each other to halt effective decision making.

This drain of power to unionized groups comes at a particularly bad time, say many campus officials, because the problems of administrators are proliferating. As one commentator notes, "the college administration, especially in state-supported systems, must walk the tightrope between legislators and state officials (supermanagers) and the college faculty (employees) while balancing the interests of students (consumers) against the needs of an increasingly specialized and technocratic society." (Olsen, 1974, p. 363) These problems alone would create the fears of diminished authority, but the union movement magnifies them.

Substantial percentages of administrators at public colleges with faculty unions indicated on the SPAG questionnaire that collective bargaining had already decreased their power. (See Figure 1, Question A.) Still, almost equal percentages felt

*The material in this speech is derived from a chapter in our new book: Frank R. Kemerer and J. Victor Baldridge, *Unions on Campus*, San Francisco, Jossey-Bass Publishers 1975.

that their power had not been affected. Only chief executives at private liberal arts institutions said they have either maintained or actually gained power. Union chairpersons, however, unformly report great losses of administrative power at all institutions. When we questioned what might happen in the future, almost no union officials and only about one-fifth of all presidents agreed that "where it occurs, faculty collective bargaining will increase the power of the administration at the expense of the faculty." (See Figure 2, Question A.) Administrators at two-year institutions perceived less hope for administrative gains than presidents of other institutions. This is not surprising since the union goal at two-year colleges is to enfranchise the faculty — at the expense of the administrators who previously dominated institutional decision making.

How realistic are these fears — or hopes, depending on one's perspective — of administrative impotence? Our observations show a complex, multifaceted picture. First, unionism can weaken the administrative dominance of many two-year institutions, and those administrators can expect major changes.

Second, we do not believe that unions have thus far jeopardized administrative authority on most four-year campuses. Most of the evidence seems to point to *union,* not administrative weakness. Earlier chapters discussed the lack of union security agreements in most faculty contracts, the relatively limited scope of bargaining, controversy within faculty ranks about the idea of unionism, and the lack of effective union sanctions to apply against the administration.

Of course, the picture may change as unions gain tactical experience and wider legislative support. At the same time, administrators may also gain some of the same political advantages. In short, our general conclusion is that although collective bargaining does complicate the administrative process, administrators do not appear to have lost power, and may potentially be rewarded with more control.

THE THRUST TOWARD ADMINISTRATIVE POWER

While a *net decline* of administrative power at unionized schools is questionable, it is evident that the locus of decision making within the administrative hierarchy has changed.

Power Shifts Upward at Single Campuses

Until recently most large four-year institutions were decentralized organizations, with departments, schools, and colleges traditionally involved in institutional decision making. But fiscal stringencies have forced many governing boards to take a more active role in campus affairs — at the expense of both decentralized decision-making bodies and presidential authority. This pattern exists whether the institutions have unions or not. Although many trustees consider themselves novices in academic affairs, deferring to the faculty, they are confident about fiscal matters; and present financial crises have moved trustees to the front line of decision making.

In both public and private institutions, the movement toward coordination and centralization of policy making, particularly on economic issues, has climbed upward from departments, to schools, to the central administration, and ultimately to off-campus authorities. In New York, for example, the grim forecast of limited

FIGURE 1

THE IMPACT OF COLLECTIVE BARGAINING ON *YOUR* CAMPUS
(Respondents from Campuses *with* Unions)

	A. Power of Administration has:			B. Power of Off-Campus State Agencies has:			C. Power of Faculty on Administration Issues has:		
	Increased	Remained Same	Decreased	Increased	Remained Same	Decreased	Increased	Remained Same	Decreased
ALL INSTITUTIONS Presidents (N = 205)	14	46	41	36	60	4	37	49	13
Chairpersons (N = 185)	5	39	56	30	65	6	62	30	9
BROKEN DOWN BY INSTITUTION TYPES									
1. Multiversities									
Presidents (N = 8)	0	67	33	50	50	0	0	88	13
Chairpersons (N = 9)	0	67	33	22	56	22	88	13	0
2. Public Colleges and Universities									
Presidents (N = 49)	10	51	39	57	37	7	31	57	12
Chairpersons (N = 42)	2	31	67	51	33	15	72	25	3
3. Liberal Arts Colleges									
Presidents (N = 11)	36	55	9	0	100	0	36	55	9
Chairpersons (N = 12)	8	33	58	10	90	0	67	33	0
4. 2-Year Colleges									
Presidents (N = 135)	14	42	44	30	66	4	42	44	14
Chairpersons (N = 126)	6	41	53	25	73	2	56	32	12

FIGURE 2

THE IMPACT OF COLLECTIVE BARGAINING ON VARIOUS ADMINISTRATIVE ACTIVITIES[1]

Percent Agreeing[2]

	Presidents, Non-Union Institutions (N = 134)	Presidents, Union Institutions (N = 204)	Faculty Union Chairpersons (N = 193)
A. Collective bargaining will increase the power of the administration at the expense of the faculty.	21	22	3
B. System management is increasing all the time.[3]	78	76	—
C. I prefer binding arbitration as a strategy for settling disputes.	20	35	81
D. Collective bargaining will increase the influence of outside agencies (arbitrators, courts, or state agencies).	84	83	53
E. Collective bargaining will stimulate greater faculty concern about state and local politics.	35	55	84
F. Collective bargaining will cause specialists (e.g. lawyers, management experts) to replace generalists in the administrations.	75	68	32
G. Collective bargaining will democratize decision making by giving junior faculty a greater role.	14	26	72
H. Collective bargaining will increase the effectiveness of campus governance.	10	20	77

1. All respondents, both unionized and non-unionized campuses. Response dealt with general national trends, not necessarily what would happen on the respondent's specific campus.
2. The range of answers was "strongly agree, agree, neutral, disagree, strongly disagree." In this chart "agree" equals all "strongly agree" or "agree."
3. Chairpersons - questionnaire did not contain this question.

funds, declining enrollments, and a surplus of people with advanced degrees has forced the Commissioner of Education to recommend phasing out some doctoral programs at both public and private institutions. As the Commissioner noted in a 1975 interview, "The old notion of complete institutional autonomy is out. Nobody can do as he exactly pleases."

In addition to these other forces, faculty collective bargaining helps to push power upward with boards and administrators functioning as "employers" involved in governance. It is conceivable that some administrations and boards may reclaim authority from faculty senates in order to bargain effectively with a faculty union. For example, during the many months of the first contract negotiation at Hofstra University, the administration was unable to converse in the senate about matters under consideration at the bargaining table. This led the senate to comment in its annual report that

> . . .the opening of formal collective bargaining markedly reduced the capacity of the Senate and Faculty Meeting to function as spokesman for the faculty and University...In other words, the more subjects included in formal collective bargaining, the fewer remain for existing University governance. (Source: *Annual Report of the Senate to the University,* 1972-73, pp. 8-9)

Because collective bargaining has so far concentrated on economic issues, it is expected to be an especially strong stimulus to increasing trustee involvement. A recent study of trustees at unionized community colleges uncovered a new form of "shared authority" — trustee participation in decisions that were once the president's prerogative. (Channing, Steiner, Timmerman, 1973) Trustees were more inclined to ask questions, to be more aware of the ramifications of issues such as class size and faculty work load, and to take an active role in decision making alongside the union. A similar study of six upstate New York community colleges revealed that local government officials who become involved in bargaining tend to impose on the campus the industrial bargaining model with which they are familiar — at the expense of campus collegiality. A majority of campus administrators and faculty members surveyed in the study said that outside participation contributed to the adverse relationships during periods of negotiation. (Falcone, 1975)

"Parallel Power Pyramids" within State Systems

A union adapts to the organization it wants to influence, that is, "parallel power pyramids" are constructed. If the campus is organized locally, the union organizes locally. If the campus is part of a system, the union organizes systemwide; and system-level influence is growing. The Stanford survey asked presidents of non-unionized and unionized campuses their reaction to the statement, "System management is increasing all the time." The responses in Figure 2, Question B, show that about 75 percent of both two-year and four-year college presidents agreed with the statement. In multicampus systems the bargaining unit is usually systemwide, with a membership that includes other academic employees as well as faculty. Large bargaining units inevitably force centralized boards to claim the bargaining authority over a wide range of issues.

Under these circumstances, there is a concern that collective bargaining will

generate demands that are beyond the control of local campus administrators. As the president at Michigan's Oakland University noted:

> . . .one of the temptations that will begin to emerge is (for campus administrators) to turn to legislatures and to governing boards, saying, 'Help us out.' Here we are — we're caught between declining state support and rapidly rising costs, particularly personnel costs through collective bargaining. We need some help, and the kind we can get is to turn to a central agency. . . .("A Roundtable: How to Live with Faculty Power," 1972, p. 39.)

At public institutions the intrusion of state officials into campus affairs is most likely to occur in the financial area. The difficulty is that economic and academic issues are hard to separate, and that budget control may thrust state agencies directly into academic matters. To begin with, negotiations almost always occur at the system level, but the daily give and take under the agreement will happen on the local campus. Nevertheless, the unresolved problems and the major fights will inevitably set precedents and have ramifications for the whole system. And the system experts — the lawyers, the contract specialists — will leap into action. The pattern of increased outside control is echoed in our survey. One question asked, "How has faculty collective bargaining affected the power of off-campus central agencies *on your campus*?" Few felt that central power had decreased, and about half said it had *increased* as a result of collective bargaining. The results were fairly consistent for all types of institutions. Union officials were less pessimistic than presidents. (See Figure 1, Question B)

Our respondents also agreed that "Wherever it occurs, faculty collective bargaining will result in greater influence on campus decision making by outside agencies (e.g., arbitrators, courts, or state agencies)." (See Figure 2, Question D) Generally most felt that collective bargaining in public institutions will stimulate greater faculty concern about state and local politics. (See Figure 2, Question E)

In short, these responses indicate that collective bargaining is one more factor promoting centralized decision making. Up to now collective bargaining has been a relatively weak force; it is still in its infancy. Yet, the reciprocal circle feeds on itself: power moves off campus to systemwide boards, the union organizes on a system basis to gain influence, and in turn this drives even more issues from the local campus into the hands of the system board.

Off-campus officials well versed in academic affairs may prove to be as equally effective decision makers as are the local faculty and administrators. But state officials not well-trained in the subtleties of academia, might allow political demands and debts to interfere with the peaceful operation of institutions. This same process could also expose campus administrators to increasing political pressures.

CAMPUS PRESIDENTS AS MIDDLE MANAGEMENT

Usually campus presidents are not considered middle management, but in large state systems the twin forces of system-level centralization and collective bargaining may make them so. Our survey data clearly show that presidents of unionized campuses within state systems see their power dividing between faculty unions and system management. In addition, they are becoming more accountable to an enlarging circle of evaluators; local union officials, system officers, and legislators with

political ambitions. Will campus presidents fall between the cracks?

Centralized bargaining may cut both ways, sometimes helping the local presidents, sometimes hurting. A local campus president may sigh with relief that most of the conflict between administrators and union officials occurs at central headquarters, and not in his office. Off-campus decisions leave more time for local presidents to strengthen their academic and intellectual leadership. A CUNY central administrator told us that despite the perceptions of local presidents, this is exactly what has happened within the system as a result of centralization of bargaining. Other benefits may result as well. In SUNY, collective bargaining has actually helped tie the sprawling system together. "Evidence abounds that local chief administrators are now accountable to the central administration in ways not deemed necessary before collective bargaining. And at the local units, employees now have information about budgets, salaries, etc., information difficult to acquire before the time of collective bargaining." (Doh, 1974, p. 39)

Not all the results are positive, however, and the costs can be high. By shifting power upward and off campus, centralized collective bargaining lessens the decision making autonomy of administrators, schools, and departments on the local campuses. In addition, the fragmentation of union groups leads to a "multiple adversary system," with many of the adversaries making end runs around the local administrators, appealing directly to all "employer" groups who can influence bargaining. Elected officials, government bureaucrats, and campus administrators perform employer-like functions with little coordination and, frequently, with much contradiction of efforts. For both the union and the campus president, this proliferation of "bosses" poses complex problems. Both union and president at CUNY, for example, have to deal in several arenas that include the Board of Higher Education of New York, the New York City administration, and the New York State legislature.

The intricate situation invites a round-robin of buck-passing. An official in the Pennsylvania system calls it the "that's-your-problem" syndrome.

> The campus administrators ask the bureaucrats, "How can I pay the increases you have negotiated and continue programs and services at previous levels on the same budget as formerly?" and receive the answer, "That's your problem." The bureaucrats ask the legislature, "How can we fund the pay raises we have negotiated if you insist on cutting taxes?" and receive the answer, "That's your problem." The bureaucracy asks the campus administrators, "Why are there so many employee grievances reaching the state level rather than being resolved locally?" and receive the answer, "That's your problem." The campus administrators ask the bureaucracy, "Why are grievances lodged against me on matters that I did not precipitate or do not control?" and receive the answer, "That's your problem." (Ianni, 1974, p. 295)

In short, the complexities of power-sharing may eventually reduce local compus presidents to middle managers who execute policy but have little influence on the decisions. And although faculties have viewed their presidents as bargaining adversaries, they may regret losing their academic spokesmen.

A frequent criticism voiced during our study of the CUNY institutions was that the system administrators seldom acknowledged the vital role of local campus presidents. Bargaining was conducted without adequate local input, and as one

administrative spokesman at Hunter College stated, "The results show what a mess occurs when the boys downtown think they know best, without even bothering to ask the local people."

The problems generated by isolating presidents prompted the Pennsylvania Department of Education to include them in preparations for the second round of negotiations with the 14 Pennsylvania State Colleges. As one state official noted, they learned the hard way under the first contract that input by experienced local campus administrators was essential to successful bargaining. For this reason, they formed a Labor Policy Committee that included several officials from the central office, the chief negotiator for the system, and a representative from the board of presidents:

> That committee began to met in early September some five months prior to the first formal negotiating session. Stated simply, if we were going to take this collective bargaining relationship seriously we were going to be prepared. During the course of those five months, we solicited and received the advice of all 14 presidents, people within the department, the opinion of people concerned with affirmative action, and others. We then spent days wrestling with the old contract. We considered proposed changes. We discussed our vision for the state colleges and how the contract might relate to that. We argued. We wrote position papers. We did a statistical analysis of faculty ranks, wages, terms and conditions of employment in a host of institutions in neighboring states similar to our 14 institutions. The result was a complete proposed contract representing the best thinking of which we were capable. (Speech by David W. Hornbeck, Executive Deputy Secretary of the Pennsylvania Department of Education, November 8, 1974)

This illustration shows that cooperation and a genuine attempt to involve the local presidents is possible. Perhaps more effort and experimentation with new forms of local input can reverse the steady erosion of local campus authority in large state systems.

THE INCREASING INFLUENCE OF OUTSIDERS: ARBITRATION AS A CASE IN POINT

An often-expressed fear is that collective bargaining will move issues previously decided by the faculty and the administration off campus to collective bargaining boards, arbitrators, and courts. Chapter Three discussed the difficulties that can occur when the decisions of state agencies about bargaining units and the scope of bargaining ignore important academic issues. Equally unsettling have been the initial experiences with arbitration as a dispute-resolving method in higher education.

The Troubled Record of Arbitration in Higher Education

In the industrial sector, arbitration has been preferred to settle grievances under an ongoing contract. As the final step in grievance procedures, arbitration by third-party neutrals can help to soften the political tone of controversies, giving the process a quasi-judicial character. Collective bargaining, therefore, does act to

reduce conflict by directing disputes into acceptable channels for resolution. Unfortunately, while this process is theoretically true, in practice arbitration has probably produced more, not less, conflict in higher education.

Experience in both industry and in higher education demonstrates that successful contract administration depends on the language of the agreement and the sensitivity of the arbitrators to the intentions of the parties. Arbitration is essentially interpretation. Therefore, the parties must construct precise, operational wordings of the agreement to prevent arbitration from creating new contract language. Of course the pressure to reach agreement will inevitably leave some lose ends. But unfortunately vague and general terminology play into the hands of politically astute unions or administrators who want arbitration to achieve what could not be secured at the bargaining table.

CUNY's experience provides a classic example in this "Note Bene" pertaining to arbitration in the first contract:

> Grievances relating to appointment, reappointment, tenure or promotion . . .may be processed . . .In such case the power of the arbitrator shall be limited to remanding the matter of compliance with established procedures. It shall be the arbitrator's first responsibility to rule as to whether or not the grievance relates to procedure rather than academic judgment. *In no event, however, shall the arbitrator substitute his judgment for the academic judgment. In the event that the grievant finally prevails, he shall be made whole.* (Italics added)

Problems soon arose over the meaning of the last two seemingly contradictory sentences. For arbitrators trained in the industrial sector and unfamiliar with practices in higher education, such wording presents problems. The CUNY administration argued that the clause gave only powers of *procedural* review to the arbitrator, while the faculty unions maintained that the arbitrator had the power to change the *substance* of decisions, even granting tenure on the arbitrator's own judgment. If the union interpretation prevailed, *peer* judgment would be replaced in some cases by the non-academic evaluation of outsiders. Initial arbitration of the issue resulted in a decision favorable to the unions, and the administration promptly appealed to the courts. The New York Court of Appeals eventually upheld the administration's view, confining the arbitrator's review and remedial powers to procedural issues.

Needless to say, the CUNY's second contract left no loopholes for "creative arbitration." The relevant clause limits the arbitrator and upholds peer judgment processes:

> (c) In cases involving the failure to appoint, promote or reappoint an employee in which the Arbitrator sustains the grievance, the Arbitrator shall not, in any case, direct that a promotion, appointment or reappointment with or without tenure be made, but upon his finding that there is a likelihood that a fair academic judgment may not be made if normal academic procedures are followed, the Arbitrator shall remand the matter, including a copy of the Arbitrator's Award, to a select faculty committee of three tenured full or associate professors . . . (Section 20.5, p. 23 of the 1973 Agreement between CUNY and the Professional Staff Congress)

Another difficulty is that inadequate screening mechanisms allow grievances to overwhelm the system before arbitration procedures have been stabilized. Under the

first few contracts, the parties are still likely to feel the divisive effects of the bargaining election and the adversarial character of the negotiating phase. At CUNY, for example, during the first contract period (September, 1969 to August, 1972), over 800 Step One grievances were filed with the colleges, over 500 Step Two grievances were filed with the Chancellor's Office, and over 200 grievances were carried to final arbitration.

The CUNY experience under the first contract has been duplicated elsewhere. At SUNY, for examply, a large number of grievances were filed, but only a few carried above Step One were resolved in favor of the grievant. (Satryb, 1974) Obviously, many of these should have been screened out.

Experience in the private sector suggests that controls are necessary:

> Essential . . .to the functioning of the grievance system is the existence of effective screening and settlement procedures. In their absence, it becomes too expensive and too time consuming, placing demands on the arbitration process it simply cannot meet. (Feller, 1973, p. 755)

Why have screening devices not been included in contracts in higher education? The Vice Chancellor for Faculty and Staff Relations at CUNY notes that

> . . .we had hoped a responsible union leadership would say, 'sorry buster, this is just not going to be grieved.' . . .in retrospect no one anticipated that when the matter of tenure or job security came into the picture, with the potential loss of earnings of some two or three hundred thousand dollars involved in the issue of tenure for a single individual, that most rational human beings would be willing to invest twenty-five hundred or three thousand dollars to hire a lawyer and go through the whole process of arbitration in the hope of winning the larger prize. (Newton, 1973, p. 73)

It should also be evident that weak unions are not about to impose screening devices for fear of alienating faculty and losing support. Since most unions are weak in higher education, screening devices may be slow in coming. Further complicating the problem are the equal employment opportunity laws that permit grievances to be filed with local, state, and federal agencies — in addition to employing the contractual grievance process. As a result, an institution could conceivably be hit with a series of litigations pertaining to one grievance. This occurred repeatedly at CUNY until the contract was altered. Now, the CUNY contract states that if a grievant files an action outside the University, he gives up the right to proceed internally. However, it is still possible under a recent Supreme Court ruling for a grievant to lose internally, then file an action alleging discrimination with an outside agency.[1]

A Preference for Arbitration from Unions

Despite the problems, most unions prefer arbitration to having a college president or board constitute the final step of a grievance process. Over 80 percent of faculty union chairpersons indicated on the SPAG questionnaire that they preferred binding arbitration. Their administrative counterparts at both unionized and nonunion schools were much less supportive — 35 and 20 percent respectively.

[1]*Alexander v. Gardner-Denver Co.*, 415 U.S. 987 (1974)

The reason why unions prefer arbitration to existing procedures is well illustrated by an experience at Rutgers. Step four of the grievance procedure was a final hearing before a faculty University Appeals Committee, whose decisions according to the 1970 contract, "shall be considered advisory to the President and to the Board of Governors." This provision created problems when President Edward J. Bloustein began countermanding the Committee's decisions. The union president accused Bloustein of "replacing the thoughtfully constructed (and usually unanimous) underpinning supplied by the UAC with his own version . . ." (Laity, 1974, p. 2) As might be expected, during the 1974 bargaining, the union called for binding arbitration as the final step in the grievance procedure.

Adapting Arbitration to Higher Education

If arbitration is going to work in higher education, it must be adapted to the needs of the profession. *First, the scope of arbitral review must be clearly defined.* Do the parties intend the arbitrator to render substantive, as well as procedural, review? For example, can an arbitrator review a peer judgment decision not to award tenure? It is important to realize that if normal academic processes are ineffective, job-conscious faculties will push unions to make the review and remedy power as broad as possible. So far, the scope of grievance arbitration in higher education has been limited. For example, in his study of 94 community college contracts, Mannix (1974) found 68 providing binding arbitration. Over half of these limited the scope of the arbitrator's action, removing the right to review issues involving academic judgment, appointment, reappointment, tenure, and personnel practices.

A second adjustment is that *the powers of remedy available to the arbitrator must be carefully specified.* Can the arbitrator award back pay, reinstate people to jobs, reorganize discriminatory departments? Can the arbitrator command evidence, force witnesses to testify, obtain records? The contract must spell out the appropriate *procedures* and the possible *judgments.*

Third, and perhaps most importantly, institutions must experiment with different arbitral models so that new concepts of arbitration can be applied to the needs of higher education with the least disruption and dissension. For example, the second CUNY contract established a "select faculty committee" to determine alleged violations of academic judgment rather than allow an outside arbitrator to make the substantive decision.

An interesting compromise about faculty grievances was suggested in Hawaii during the 1974 decertification campaign. There, the AAUP/NEA coalition extended the "dual track" bargaining approach to faculty grievances.

> *Grievance handling* is crucial to contract enforcement . . . . *UHPA proposes that the dual role of faculty requires a separation of 'faculty appeals' from 'employee grievances'* . . .one track to handle appeals in academic matters, another to handle employment grievances in matters of economics, benefits, etc. Faculty appeals related to academic matters . . .would be processed by representative faculty committees . . . . Employee grievances would relate to matters covered by the contract . . .
>
> *Binding arbitration* could be invoked by UHPA in the event of an impasse . . . . UHPA will also seek to establish an 'Academic Arbitration Procedure'.

> This arbitration would involve external faculty and academic administrators who would be bound to apply national academic principles, such as the 1940 Statement of Principles on Academic Freedom and Tenure. (From UHPA flyer, March 5, 1974)

Not only is arbitration used in grievance disputes under the contract, it can be used in interest disputes during contract negotiations.[1] One innovative and increasingly utilized method of resolving impasses in interests disputes is "final offer" arbitration. Rather than allow public employees to strike, the parties are required to submit their last, best offer to an arbitrator or panel of arbitrators. The arbitrator must choose between the final offers of each side; he cannot arrange a compromise. A hybrid variety enables the arbitrator to choose between final offers on individual issues. In either case, final offer arbitration is designed to force both sides to propose a reasonable offer or settle the dispute themselves rather than to risk losing everything through arbitration. A major criticism of this approach is that the arbitrator may be forced to choose between two equally flawed proposals, though "Item-by-item" final offer arbitration is designed to mitigate this possibility. Experience with final offer by whole package under the Wisconsin statute and by individual issue under the Michigan statute has been favorable. In the words of one who has carefully monitored both, "the final offer arbitration process is working reasonably well . . . it is a valuable dispute resolution device with which other jurisdictions may wish to experiment." (Rehmus, 1975, p. 2)

Another innovation was recently proposed by a blue-ribbon study group in California that substituted fact-finding for arbitration. Normally, fact-finding is an intermediate step in dispute settlement procedures, and the findings and recommendations are made public so that outside pressures will force the contending parties to an agreement. When they fail to do so, the parties are free to strike, or in lieu of striking, are compelled to go to compulsory arbitration. The California Assembly Advisory Council on Public Employee Relations recommended that for impasses which result in strikes dangerous to public health or safety, the recommendations of the fact-finders be court-imposed. The rationale behind this novel approach is that the fact-finding panel, unlike neutral arbitrators, are selected by the parties themselves, one member appointed by each party with a neutral serving as chairperson. Presumably, the parties would select persons more knowledgeable about the dispute than neutral arbitrators could be.

THE CHANGING CHARACTER OF CAMPUS ADMINISTRATION

As campuses struggle with new problems and demands, the character of campus administration changes. One consequence is an expansion of the administrative ranks, for the growing complexity of campus management creates a need for new groups of experts. At the same time, many faculties, seeing their own numbers level off or decline, are suspicious and resentful of "administrative featherbedding." On some campuses, faculty resentment has led to a new game — "phone book research." The phone book often shows a greater percentage of administrators today

[1]For a fuller discussion of these issues, see Howlett, 1973.

than a decade ago, giving solid ammunition to those who complain that administrators are not sharing the consequences of retrenchments. There are good reasons, however, to explain why the number of administrators is increasing and their tasks are changing. Collective bargaining, coinciding with a host of other demands, helps produce a different kind of campus management.

Specialists Replace Generalists

One sign of the changing times in the institutions studied is the influx of specialists into administrative ranks. Faculty generalists, long the source of most administrators, usually lack the experience and skills to cope with negotiating and administering a collective bargaining contract. It is thus unwise to leave the execution of detailed procedures in collective bargaining agreements to unversed generalists.

One specialist critical to successful bargaining is the *institutional researcher*. At Central Michigan University, for example, a research team is considered necessary to (1) prepare for negotiations by gathering background data on the institution and its faculty; (2) provide detailed and specific information to administrators engaged in negotiations, (e.g., costing out a union retirement proposal; and (3) record grievances, questions, contract violations, and unexpected costs occurring during the administration of the contract. As one CMU official noted,

> The consensus of the administration is that success is the direct product of planning and preparation. Preparation means investigating all possible proposals before those proposals come to the bargaining table. The bargaining team must know as much about policies, costs, and political ramifications so that nothing surprises them. Every possible issue must be identified and then a continuum developed from the 'best of all worlds' to the 'worst of all worlds.' Thus the team can identify the limits within which they can potentially agree. (Kieft, 1973, p. 6)

Lawyers are considered essential to successful negotiation and are becoming more vital to contract administration, particularly in relation to personnel policy and practices. In addition, *labor relations experts* and *budget officers* are playing a larger role in educational administration. While it may seem anomolous to be enlarging the administration when deficits demand cost-cutting, hiring specialists may be a shrewd management technique that actually cuts long run costs, particularly those which, like fringe benefits, "pyramid" far into the future.

The SPAG survey asked respondents how collective bargaining has affected the need for specialized administrative manpower on their campus. Over 85 percent of the presidents responded that the need had *increased;* not a single president reported a *decrease*. Sixty percent of the union chairpersons agreed the need for specialists had increased; and like the presidents, the consensus was uniform across institutional types. Not only do presidents feel that more specialists will be needed, but they expect these experts eventually to replace the generalists. On this issue, however, the union officials disagreed.

The Dilemma of the Department Chairperson

Should department chairpersons be included in the bargaining unit? Because department chairpersons are neither employer nor employee, there is no simple

answer. Yet, there is no middle ground in collective bargaining — they must be classified as one or the other. Department chairpersons themselves have not explicitly defined their traditional position. For example, at the University of Delaware, a poll conducted prior to the unit determination revealed that one-third of the chairpersons considered themselves "managers" and preferred to stay out of the unit. (Boyer, 1974)

Eliminating chairpersons from the bargaining unit has obvious consequences for shared governance: influential faculty leaders would be on the opposite side of the managerial fence from their colleagues, and peer decision making in the departments would undoubtedly be affected. The implications are greatest at institutions with a history of strong faculty influence over departmental policies, because excluded chairpersons would be more management-oriented. That division could paralyze the department, thereby encouraging critical decision making to be usurped by the school deans.

But department chairpersons included *in* the unit may be subject to pressures from all sides. Under most collective bargaining agreements, they are required to administer *procedural* aspects of the contract such as faculty evaluation, workload adjustments, and grievance processing. At the same time, they must retain their functions in *substantive* decision making such as tenure conferral, dismissals, and appointments. A new collective bargaining contract often produces a "shirt-pocket contract mentality," with faculty members acting as quasi-lawyers, checking their ever-ready contracts against possible administrative violations. This relentless and defensive faculty behavior can frustrate department chairpersons from imposing sanctions or making hard decisions. A reprimand or tenure denial may produce an instant confrontation with the union and the possible filing of a grievance.

In CUNY's four-year institutions the departments have been instrumental in hiring, promoting, and tenuring faculty, and the department chairpersons have always played a key role in the process. Under collective bargaining, the unit determination included department chairpersons with the faculty. As a result, chairpersons wear three hats: (1) *Supervisor:* Management expects department chairpersons to be accountable for careful decision making at a time of declining growth and "tenuring in"; (2) *Faculty Spokesman:* Faculty expect their elected department chairpersons to be their advocates: and (3) *Shop Steward:* The union after battling with the administration to secure procedural guarantees in personnel decision making, expect department chairpersons to scrupulously oversee contract provisions.

Nevertheless, the CUNY union has often lodged grievances *against* department chairpersons. (While grievances are formally filed against the university, department chairpersons are usually called as administrative witness in hearings.) And yet, the union does not want department chairpersons to be considered management, although the administration has defended department chairpersons against union attack. As one union spokesman has said,

> The department should have an elected department chairperson *not* subject to the veto of management. This presiding officer then would be responsible *not* to management but to the department faculty. Under these conditions, department chairpersons are essentially *not* management. Administrators, however, seek to transform the department chairpersons into extensions of management. The faculty resists this, and the union will strive to keep the department as a

democratic agent of the working faculty *even if the union has to defend a grievant against the department chairperson.* (Kugler, 1973, p. 69)

At Rutgers, as at CUNY, the department chairpersons are included in the bargaining unit. However, the Rutgers AAUP does not back grievances, and instead seeks to play a facilitator's role.

> The role of the AAUP representative is analogous to that of a court-appointed lawyer. He or she is expected to assist the grievant in any way that will make it possible to present the case in that light which is most favorable to protecting the rights of the grievant. (Source: Rutgers *(AAUP Newsletter,* March-April, 1974, p. 1)

Playing the middleman has not been a complete success. In the words of a union past-president,

> At Rutgers when you file a grievance, if it was your department that made the decision, the grievance is against the dean (grievances are always formally filed against the administration or the institution). This clearly defines the adversaries. The department members who made the decision can then serve as witnesses for the dean in a formal hearing. But the thing that does disturb us is that it leaves us open to the accusation that we are evading faculty responsibility by acting as agents of the dean. (Laity, 1972, p. 71)

One escape for the department chairperson is to back out as a witness supporting the dean and to let the dean seek the assistance of university counsel. This suggestion by a CUNY union chairperson would essentially destroy peer review, for the right to demand that professional experts alone can judge professional performance is balanced by the professional *responsibiltiy* to accept and support the decisions. However, this buck-passing tendency is almost unavoidable when the department chairperson is part of the union; the role is much too complex and chairpersons pulled in too many different directions.

While the chairperson's behavior may change through inclusion in faculty bargaining units, the administration's attitude toward departmental effectiveness also may be altered. As one CUNY dean noted, the department chairpersons more and more "waffle and buck-pass where hard decisions are needed." The power of chairpersons diminishes as higher administrators begin to distrust the decisions being forwarded, and as they shift administrative functions related to contractual provisions to higher level administrators. The first line of objective, serious decision making will not be the department, but will be at the school dean's level or in schoolwide faculty review committees.

Some institutions may formalize this shift of power by administrative reorganization. An administrator at the University of Scranton suggested as a solution the elimination of departments altogether, consolidating them into several academic divisions administered by a new level of assistant deans. In our opinion eliminating departments is unlikely because they are more than mere administrative subunits. They are the disciplinary homes of professionals trained in a particular world-view, who are not likely to surrender their identification for administrative convenience. Conceivably, departments might be combined into division units at small, single-campus institutions with little faculty participation in personnel matters. Such organizational changes would have to be made before unionization arrives to resist any structural realignment. The most likely trend for campus administration is to

add *associate deans and other specialists to fill the administrative functions not effectively served by chairpersons who, as members of faculty bargaining units, are partly under union control.*

Paranoia of a Growing Giant: Middle Management

The growth of middle management seems inevitable, but at the same time our case studies revealed that frustration, isolation,and insecurity are prevalent within the ranks of deans, assistant deans, budget officers, and others within the middle management category. In most instances middle-level administrators are not included in either faculty bargaining units or at the bargaining table as part of the employer contingent. Yet the decisions reached through bargaining affect their salaries and fringe benefits, their professional roles, and their managerial responsibilities. Middle-level administrators consequently fear being squeezed between the opposing forces of collective bargaining and economic retrenchment. At Rutgers University one administrative official and his co-workers discussed their paranoia about the bargaining process, noting that most campus employee groups were unionized, and that students also had gained access to decision-making channels, leaving out only middle management. "When the cut in personnel costs comes," said one staffer, "you can guess who will be forced to absorb that blow."

With only a slight involvement in faculty unions and a tenuous identification with the top administration, middle-level administrators may evidence a half-hearted commitment to effective decision making. Middle managers and even deans may join department chairpersons, refusing to handle decisions if the benefits they received do not outweigh the costs of increasing antagonism and conflict from co-workers. And this is particularly true as they become aware that the trend toward administrative centralization has removed their ability to make effective decisions. As one dean said, "I'm damn sick of the Vice President holding me accountable, yelling that I pass the buck, when everybody knows he long ago took away most of the deans' real power." Collective bargaining, then, reinforces already existing trends that have long been undermining middle management.

Most labor legislation excludes supervisors, but some state laws, such as New York's Taylor Law, allow middle management to form unions. Recently a study was completed of the contracts negotiated by administrative bargaining units at four community colleges in New York — Onondaga, Orange, Suffolk, and Ulster. The Ulster contract describes the bargaining unit as: "all full-time professional administrative personnel with the exception of the President, Dean of the Faculty, Dean of Administration, and Dean of Students." Interestingly, the study of these four contracts concluded that they closely resembled contracts bargained for by faculty groups. (*Newsletter,* The National Center for the Study of Collective Bargaining in Higher Education, March/April, 1975) Middle-level managers, faced with problems similar to those threatening faculty members, are likely to also seek the right to form unions — thus creating still another potential campus veto group.

POSITIVE AND NEGATIVE IMPACTS OF UNIONIZATION ON CAMPUS ADMINISTRATION

In our opinion, unions have a dual impact on campus administration, both good

and bad. We cannot evaluate the *overall impact* of faculty collective bargaining on campus administration because too much depends on prior institutional and individual characteristics, and on the ability and desire of those involved in bargaining to understand and control it. Whether the overall result is beneficial also depends on one's position in the system; obviously all observers, including these authors, bring prejudices and vested interests. Nevertheless, we believe it is possible to identify several positive and negative impacts collective bargaining has had on campus administration.

Information Sharing

Collective bargaining gives the faculty greater access to decision-making channels because it compels the administration to bargain with faculty union representatives in good faith, and it compels them to share information with the union, something administrators have been hesitant to do with faculty groups in the past. Administration control of information acts to curtail effective faculty participation in campus decision making. For example, a department cannot decide whether to add a seminar with 20 students or an introductory course with 200 unless it has access to the budget allocations and to the long-range plans and priorities of the institution. As one author notes,

> I fear that some administrative functionaries look upon information control as a major fulcrum of their authority and therefore seem reluctant to share it with faculty except upon a piecemeal basis. Whatever the explanation, administrators must come to realize that the free and candid exchange of fiscal information is absolutely essential during the bargaining process. (McHugh, 1972, p. 41)

The laws and the rulings of collective bargaining boards have made information exchange a mandatory part of the bargaining process. This is one reason the faculty, frustrated by administrative reluctance to share needed information with governing bodies, turn to unionization in the first place. If administrators want traditional senates and committees to co-exist with unions, information must be presented to *both* union and senate. At unionized campuses this has resulted in an increased faculty impact on administrative decision making. The SPAG questionnaire asked whether collective bargaining has increased faculty influence over issues that were previously the domain of administrators on their campus. Roughly a third of the campus presidents indicated that the influence of the faculty had increased, with the highest level of agreement — 42 percent — in two-year institutions. There were about twice as many union chairpersons who said faculty influence had increased. While many in both groups reported no significant change in faculty influence, only a handful said collective bargaining had *decreased* it. (See Figure 1, Question C)

The Democratization of Influence versus the Proliferation of Veto Groups

Gains in faculty power are not restricted to a few, but are spread among a range of faculty members. Because bargaining units in higher education are broadly comprised of many different kinds of academic employees, often from disparate institutional types, a "leveling" action has occurred. Large unionized units can democ-

ratize decision processes — sometimes at the expense of previous power holders. Judging whether this outcome is good or bad depends on one's values, the local institution's history, and one's beliefs about professionalism. At unionized schools about 25 percent of presidents and 72 percent of faculty chairpersons agreed that faculty collective bargaining will democratize decision making by allowing junior faculty to play a greater role. (See Figure 2, Question G)

As more groups become involved in decision making, some people fear that campus processes may grind to a halt because decision making committees will be trapped by the competing claims of interest groups. David Reisman, in *The Lonely Crowd,* popularized the term "veto groups," groups in a complex society that cancel each other out, that can *stop* action, and that rarely cooperate enough to accomplish anything. Is it possible that veto groups are now expanding on our complex campuses? Are the environmental stresses and the economic problems generating so many conflicting demands and so many hostile interest groups that creative action may be stifled?

Unionism will probably contribute to this complex environment. Certainly, the respondents to our questionnaire had divided opinions on this issue. We asked for agreement or disagreement with the statement "Collective bargaining will increase the effectiveness of campus governance." The answers were sharply different between presidents and union officials: between 10 and 20 percent of the presidents agreed, but an overwhelming 77 percent of the union chairpersons agreed. (See Figure 2, Question H)

Bargaining, then, tends to increase faculty influence over administrative issues and to democratize faculty power. To the extent that this enfranchises the faculty in general and junior faculty in particular, it broadens participation in governance and also restricts administrative arbitrariness. However, to the extent that it produces another entrenched veto group on campus, it threatens to stalemate effective governance.

Administrative Rationalization versus Paralysis of the Nitty Gritty

The economic crisis and collective bargaining combine to force administrators to perform a more efficient management function. In order to conduct negotiations, the administration must analyze the cost of various proposals advanced by union bargainers, and must project future impacts on the institution. As one authority on collective bargaining in the industrial sector noted, "Whether the union influence is weak or strong, it will always tend to force management to consider the probable consequences of its proposed decisions and to adjust those decisions accordingly." (Slichter and others, 1960, p. 952)

Since most union demands concern economic issues and personnel decision making, it is especially crucial that administrators consider the long-range consequences of accepting proposals such as a new fringe benefit plan or shortening the probationary period for tenure. Once these matters are settled, it is unlikely that the administration can successfully regain what might have been imprudently bargained away. Who, for example, ever heard of *reducing* salaries or fringe benefits except in the most dire financial circumstances? As the Chicago City College administra-

tion learned the hard way, what is decided at the bargaining table is not easily changed.

A contract signed and ratified by the union membership restrains the exercise of administrative authority. Faculty have turned to bargaining primarily to protect their jobs from arbitrary administrative action. The specific wording of employment rules in collective bargaining contracts provides concise guidelines for an insecure faculty. In addition, everyone from the president on down who discharges administrative duties must understand not only the implications of contractual provisions, but also the explicit details. At SUNY-Cortland, for example, the first contract was quickly followed by related policy changes from the Board of Trustees and an additional "twenty-one typed, single-spaced pages of memoranda of understanding at the local level which have the force of the agreement." (Hedgepeth, 1974, pp. 11-12)

Administering-by-the-book can dramatically affect the free-wheeling administrator. Department chairpersons as well as campus presidents may simply be overwhelmed by paper work and complex procedural requirements. For example, one study suggests that an increasing amount of a community college president's work day is committed to contract-related noneducational matters. Chief among them is grievance processing, advising lower-level administrators, and planning for the new bargaining sessions. (Channing, Steiner, and Timmerman, 1973)

To summarize, on one hand, procedural regulations will help rationalize the administration and protect the faculty from arbitrariness; on the other hand, the proliferation of organizational rules could create a situation best termed "the paralysis of the nity gritty."

SUMMARY

This paper has explored many aspects of the impact of bargaining on campus administration. Since the discussion has been often involved and beset with seemingly contradictory information, our conclusions are summarized as follows:

1. Presidents on unionized campuses say they have lost power to unionized faculty; all presidents foresee a steady erosion of presidential administrative capacity by faculty unions.
2. In spite of presidential opinions, other evidence indicates that there is actually a shift *toward* administrative power, particularly governing board power at single campuses.
3. Systemwide collective bargaining drives power to the system administrators; parallel power pyramids are arranged to coordinate union and system.
4. Presidents of campuses in state systems are particularly vulnerable to a two-directional power loss — to unionized groups and to central headquarters.
5. A majority of both campus presidents and union chairpersons foresee outsiders such as arbitrators and courts playing a greater role in campus decision making.
6. In order to negotiate and administer contracts successfully, the administration is likely to replace traditional faculty-related generalists with specialists such as lawyers, labor relations experts, and institutional researchers.

7. Despite increasing numbers, middle-level administrators are likely to feel that bargaining goes on at their expense.
8. The burdens of negotiating and administering the complex provisions of contracts compound the difficulties of administration.
9. Campuses are increasingly balkanized into "veto groups" under the influence of external economic and social forces.
10. Administrative discretion to respond to campus problems will be increasingly circumscribed by contractual provisions, particularly in personnel areas.

The Distinguished Advisory Committee to the Center

The Center has the benefit of a broad base of advice and guidance from the following distinguished and knowledgeable persons in the field of collective bargaining and higher education:

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The National Center's Faculty Advisory Committee

Dr. Theodore H. Lang, Professor of Education and former Director of Graduate Programs in Educational Administration was named Director of The National Center July 1, 1976. Prior to coming to Baruch in 1971, he served as Deputy Superintendent of Schools for Personnel of New York City Department of Education and before that was Personnel Director of the City of New York and Chairman of the City Civil Service Commission.

Dr. Lang has been active in the field of labor relations in government and public education and is a member of the AAA panel. Since assuming his position at Baruch, Dr. Lang has been active in establishing a program for the training of inner city school administrators.

Dr. Lang received his B.S. degree in 1936 from the City College, his M.S. in 1938 from the City College, his M.P.A. in 1942 from New York University and his Ph.D. in 1951 from New York University.

Bernard Mintz, Professor of Management, Baruch's Executive Vice-President for Administration, and acting President as of November 8, 1976. From 1966 through 1969, Professor Mintz served as Vice-Chancellor for Business Affairs in the Central Administration of The City University and, until March 1972, Vice-Chancellor for Administration. His positions in The City University's central administration entailed responsibilities for all aspects of personnel and labor regulations for both academic and non-academic staffs and universities budget and business administration.

Vice-President Mintz was for many years a teacher of undergraduate and graduate management courses at the Baruch College and has served as a consultant to private businesses. Most recently, he has conducted workshops and seminars at several universities on university faculty collective negotiations.

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