

Professors and instructors - Collective bargaining

# THE SCOPE OF FACULTY BARGAINING IN FOUR—YEAR INSTITUTIONS OF HIGHER EDUCATION

by

Burt Butcher

JUNE 1975 .

*claramie* ⇒

Government Research Bureau,  
Department of Political Science,  
University of Wyoming,

(Papers in Administration No. 3)

INSTITUTE OF INDUSTRIAL  
RELATIONS LIBRARY  
JAN 15 1976  
UNIVERSITY OF CALIFORNIA  
BERKELEY

**THE SCOPE OF FACULTY BARGAINING IN  
FOUR-YEAR INSTITUTIONS OF HIGHER  
EDUCATION**

by

**Burt Butcher**

**June 1975**

**Government Research Bureau  
Department of Political Science  
University of Wyoming**

**Papers in Administration No. 3**

GOVERNMENT RESEARCH BUREAU

William D. Carlson, President, University of Wyoming

John B. Richard, Director, Government Research Bureau

Editorial Board: Sami G. Hajjar, Chairman (Political Science)

Dwight Blood (Economics)

James Bowman (Political Science)

Kenyon Griffin (Political Science)

The Bureau edits each publication but does not accept responsibility, on its behalf or that of the University, for the facts presented or conclusions drawn by the author.

Each Bureau publication attempts to bring responsible and intelligent scholarship to bear on a current governmental problem, ordinarily one with special significance for the citizens and officials of Wyoming. Although most publications are written by members of the Bureau staff, from time to time the Bureau accepts manuscripts from scholars or experts associated with other institutions.

## PREFACE

This is the third monograph in the series, Papers in Administration, dealing with topics of general public administrative concern to Wyoming and the Rocky Mountain region. This series is intended as a partial fulfillment of the GRB's responsibility to develop and to disseminate research in administration of interest to scholars and practitioners alike.

In this paper, Mr. Burton Butcher examines trends in collective bargaining between faculty and administration in four-year colleges and universities. To some, unionization in higher education strikes at the roots of academic professionalism; they argue that teaching and professional research will be profoundly affected. Other people disagree with this view, maintaining that higher education is not significantly different from other labor/management settings.

Mr. Butcher's paper examines particularly the differences among contracts negotiated at colleges and universities by locals connected with the three national organizations active in this area: the American Association of University Professors, the American Federation of Teachers, and the National Education Association. He seeks to answer the question: Does union affiliation with one or another of the national unions affect the substance of contracts? The GRB hopes

that this original research effort adds usefully to the knowledge base understanding about faculty-administration relations in four-year institutions.

Alan Evan Schenker  
Editor, Papers in Administration

## TABLE OF CONTENTS

	Page
Preface	ii
Table of Contents	iv
List of Tables	v
Introduction	vi
Chapter One: The Context of Faculty Bargaining	1
External Factors	6
Internal Factors	10
Summary	25
Chapter Two: The Content of Faculty Bargaining	27
Bargaining Agent	28
Negotiated Items	34
Conclusion	64
Footnotes	70
Appendix: Contracts Examined in This Study	76

## LIST OF TABLES

- 1-1: The Ph.D. Glut: 1970-1985
- 1-2: Status of State Collective Bargaining Laws for Public College Faculties: 1974
- 2-1: Employees Represented by Bargaining Units
- 2-2: Management Negotiator
- 2-3: Hierarchy of Bargainable Issues
- 2-4: Scope of Bargaining
- 2-5: Administrative Committees
- 2-6: Arbitration Procedures
- 2-7: Scope of Third Party Arbitration
- 2-8: Union Membership Security
- 2-9: Consultation
- 2-10: Administration of Merit Awards, in Addition to Salary Schedule
- 2-11: Tenure and Promotion

## I N T R O D U C T I O N

In 1964, a local of the American Federation of Teachers began a drive for exclusive bargaining rights for all teachers employed by City University of New York. This struggle set in motion a move to organize teachers in higher education dominated in its early phase by the American Federation of Teachers (AFT) and the National Education Association (NEA). In 1971, the American Association of University Professors (AAUP) reluctantly decided to compete with the AFT and NEA for exclusive bargaining rights.

The results of organizational drives by these three organizations have been most notable in two-year institutions. However, by November, 1973, the Chronicle of Higher Education reported that faculty representatives at sixty two four-year institutions had successfully gained exclusive bargaining rights and all three national organizations seemed to be gearing themselves for major organizational efforts at the university level.<sup>1</sup> Coupled with an increasing number of states considering legislation to protect faculty bargaining, this appeared certain to put increased pressure on four-year institutions to enter into negotiations with their faculties.<sup>2</sup>

The intrusion of collective bargaining on the campus has evoked a variety of reactions. At one extreme, it is viewed

as creating an adversary relationship between professors and administration which will destroy the basis on which advances in knowledge are made.<sup>3</sup> At the other extreme is the claim that collective bargaining will create conditions for a participatory democracy which will improve understanding between professors and administrators. Rather than disrupting the production of knowledge and the educational process, those who hold this position contend, a new relationship will develop to enhance both knowledge production and dissemination.<sup>4</sup> Between these two extremes are many positions espoused by individuals who are frankly worried. Their concern is often expressed in highly speculative articles that attempt to chart the new courses of relationships between professors and administration.<sup>5</sup> The purpose of this paper is to increase the knowledge base from which such speculation springs.

The analysis will begin, in Chapter One, with a brief examination of two important "external" factors surrounding unionizing efforts: the economic forecasts for universities and colleges generally and the legal status of faculty bargaining. This will be followed by a somewhat closer look at selected "internal" factors - primarily focused on the professional value/belief system of academicians and its ideological fit with collective bargaining. In this section, aca-

democratic professionalism will be first defined and then put into the contest of collective bargaining through an examination of the philosophical positions of the three principal bargaining affiliates - AAUP, NEA, AFT.

In Chapter Two an attempt will be made to examine empirically notions and hypotheses derivable from Chapter One. Michael Moskow wrote in 1970 that the national affiliation of the local unit would significantly affect the outcome of the bargaining agreement.<sup>6</sup> His analysis was limited to the two contracts which had been completed at four-year institutions: City University of New York and State University of New York. By late 1973, the number of completed negotiations had increased to twenty-three. The empirical examination here analyzes nineteen of these contracts (see Appendix One).

## CHAPTER ONE

### THE CONTEXT OF FACULTY BARGAINING

Bargaining outcomes are related to the causes that first induced the faculty at individual institutions to seek representation. Examination of the situations at individual institutions, though desirable, is outside the scope of this paper. However, an examination will be made of broad factors affecting faculty generally at four-year institutions. The factors discussed below are:

- financial situations facing four-year institutions and aspects of the academic labor market
- the legal structure surrounding faculty bargaining
- the philosophies of the three national organizations

The first two, or "external", factors will be examined only briefly. Greater attention will be given to the philosophies of the national organizations.

**External Factors: University Finances.**

In 1969, scholars of higher education started giving university finances attention which they had seldom given in

in the recent past. The dramatic rise of university finances as a subject of concern can be observed in the Education Index. In Volume 19 (July, 1968-June, 1969) this indexing service listed only nine articles under the heading "Colleges and Universities-Finance." Innocuous titles such as "Promising Decade for Education. . .," or "How Much of His College Education Does a Student Pay For?" predominated. Three years later, in the 1971-1972 volume, forty-three titles were listed under this heading. Titles suggesting mild budgetary reform were replaced by "At the Brink. . .," "Impending Crisis. . .," "Burden of College Debt. . .," and "Fiscal Turbulence." Few major university administrative journals ignored finances; few contained articles expressing any degree of optimism.<sup>1</sup>

One of the most comprehensive studies of this period was completed by Earl F. Cheit in 1970. He described the problem facing higher education as follows:

A new fiscal phenomenon - a declining rate of income growth, and in some cases an absolute decline in income-appeared in the latter half of the 1960s. The effect of this reduced income flow was aggravated by the contemporaneous growth in the range of institutional activities and by a raising of academic standards which required more money. In short. . . costs were rising rapidly. But income was not.

In Cheit's study, forty-one schools were selected to meet

a predesignated typology of categories of institutions. Cheit first derived a description of the institutions' program goals by examining written statements of the schools' self-defined "mission" and by visits to each school. Financial data were gathered, consisting of itemized fund expenditures per department for the years 1960-1970. Cheit then classified the schools by their financial status. An institution was judged to be in financial difficulty if "its current financial condition resulted in a loss of services that were regarded as part of its program or a loss of quality."<sup>3</sup> An institution was classified as headed for financial trouble if it "has been able to meet current responsibilities but either could not ensure that it could much longer meet current program standards or could not plan support for evolving program growth."<sup>4</sup>

Of the forty one schools, twelve were classified as not in financial trouble, eighteen as headed for financial trouble, and eleven as in financial difficulty. In 1971, the Carnegie Commission of Higher Education extrapolated Cheit's results and argued that of more than 2300 U.S. colleges and universities, 905 (39%) were not in financial difficulty.<sup>6</sup>

While the overall financial status of the four-year institution is an abstraction, the cost-cutting measures employed by many of the institutions classified as headed for financial

trouble or in financial difficulty were focal points around which sentiment for faculty bargaining might grow.

The most dramatic example of cost-cutting described by Cheit came at St. Louis University. Maintenance programs were first allowed to lapse. Building programs were abandoned. Fine arts programs were reduced. When these measures failed, the university eliminated two professional schools: dentistry and engineering. Forty five faculty positions were eliminated and forty tenured faculty members were given severance notices.<sup>7</sup>

The measures taken by St. Louis University were extreme. Other examples cited by Cheit were less dramatic. One general approach was to freeze the number of faculty members while allowing student-faculty ratios to rise. Even these mild solutions, however, give some credence to the AFT literature that posits "job security" as an increasing concern of professors.<sup>8</sup>

Reductions in force are only part of the finance-related context of bargaining. Academic professionals rely principally on teaching positions for their livelihood. By the early 1970's this source of employment was becoming both less remunerative and more difficult to obtain.

"Committee Z" of the AAUP publishes yearly in the AAUP Bulletin the average salary for all institutions of higher

education in the U. S. The report for the year 1971-72 claimed that this academic year was the "poorest performance for the profession since this committee started its annual survey in 1958."<sup>9</sup> The growth rate of the real purchasing power of professors had been steadily declining since a high in 1963-1964. In 1971-72, "the worst year so far," the consumer Price Index rose 4.3% while the average faculty salary rose only 3.6%.

Oversupply in the academic marketplace was also a growing problem. Several major attempts were made to project the number of Ph.D.'s for the period 1970-1985. These projections ranged from 261,000 to 520,000.<sup>10</sup>

Alan Cartter's projection is interesting, as it included an estimate of Ph.D.'s who will find university/college positions (see Table 1-1).

Table 1-1

The Ph.D. Glut: 1970-1985

(1) Time	(2) Projected New Ph.D.'s	(3) New Teachers with Ph.D. Required	(4) Column (3) ÷ Column (2)
1970-75	157,600	47,700	37%
1975-80	104,100	44,200	22%
1980-85	258,000	27,100	11%

Source: A M. Cartter, "Scientific Manpower for 1970-1985," Science, Volume 172, Number 3979 (1971), pp. 132-140.

If Cartter's projections are correct or even approximately right, competition for academic positions may increase dramatically. Joseph Garbarino, accepting this and similar projections as accurate harbingers, saw this restricted market place as creating pressures likely to cause "imbalances in the age, rank, and discipline composition. . ." of faculties. This would in turn create further "pressures for change, threatening the position of incumbents."<sup>12</sup>

#### External Factors: The Legal Status of Collective Bargaining

To date, no matter what the financial or occupational situation, collective bargaining at four-year institutions has mostly occurred in the presence of a permissive legal structure.<sup>13</sup> Legislation which permits collective bargaining in four-year educational institutions is present at both federal and state levels. Both levels are examined briefly here.

By explicit statutory provision the National Labor Relations Act is not applicable to any public employer. Under this act the definition of employer specifically excludes "any state or political subdivision thereof. . ."<sup>14</sup> As a result, all publicly controlled four-year institutions must depend on their respective state governments for enabling legislation. A different condition exists for labor disputes in private

educational institutions; here NLRB jurisdiction is permitted under the law. Prior to 1970, however, the NLRB had consistently refused to assert jurisdiction in this area. Petitions filed in 1969 by the University of Syracuse and Cornell University set the stage for the Board to reevaluate its position with regard to private educational institutions. After considering the request of non-academic employees, the Board, in the 1970 Cornell University decision, concluded that

assertion of jurisdiction is required over these private colleges and universities whose operations have a substantial effect on commerce to insure the orderly, effective and uniform application of the national labor policy.<sup>15</sup>

On April 20, 1971, in C. W. Post of Long Island University and the United Federation of Teachers, the Board asserted jurisdiction for the first time over academic employees in four-year private educational institutions.<sup>16</sup>

Following the Cornell decision, private institutions requested a further delineation by the Board concerning the standards it would use to determine "substantial effect." In December, 1970, the Board announced that it would assume jurisdiction if the institution had a gross annual income over \$1 million. The Board estimated at the time that the \$1 million standard would bring approximately 80% of all private colleges and universities under its jurisdiction.<sup>17</sup>

While these NLRB actions are highly significant, to date most faculty bargaining has occurred at public institutions. Of the fifty-three college and university faculties with bargaining agents as of November 26, 1973, thirty-five were at public institutions outside the jurisdiction of the NLRB.<sup>18</sup> Table 1-2 identifies those states with and without relevant enabling legislation.

Table 1-2

Status of State Collective  
Bargaining Laws for Public  
College Faculties: 1974

Covered by General Law	Specific Legisla- tion	Bargaining Prohibited	Without Any Laws
Dela.	Alaska	Ala.	Ariz. Miss.
Mich.	Hawaii	Ga.	Ark. Mo.
Neb.	Iowa	N.C.	Calif. N.H.
Nev.	Kan.	Texas	Colo. N.M.
N.J.	Mass.		Conn. N.D.
R.I.	Minn.		Fla. Ohio
Wis.	N.Y.		Ill. Okla.
	Oregon		Ind. S.C.
	Pa.		Idaho Tenn.
	S.D.		Ky. Utah
	Va.		La. Va.
	Wash.		Maine W.Va.
			Md. Wyo.
<b>Totals</b>	<b>7</b>	<b>4</b>	<b>26</b>

Source: The Chronicle of Higher Education, March 4, 1974, p. 6.

In early 1974, twenty states legislatively protected faculty bargaining rights. Four southern states had laws prohibiting all public employee bargaining. Twenty-six states had no laws regarding public employee bargaining.

In those states without collective bargaining statutes, bargaining can occur at the discretion of the employer only. The right to join labor organizations is protected by the first amendment of the U.S. Constitution. But "good faith bargaining" is not similarly guaranteed. The public employer in these states can break off negotiations at any point claiming a lack of statutory authority to proceed. And, some have argued, the employer is open to taxpayer lawsuits which might prevent implementation of a signed contract if bargaining did proceed to that point.<sup>19</sup>

The assumption of jurisdiction by the NLRB, together with those states that have permissive legislation, has created a legal structure under which faculty bargaining has begun. Such bargaining, it should be made clear, proceeds under widely varying legal conditions at various types of institutions and in the several states. A state-by-state legal analysis and an in-depth summary of NLRB rulings is beyond the scope of this paper. However, when variations among contracts are examined below, the reader should recall that the particular legal

structure under which the contracts were negotiated may be a significant intervening variable.

University finances during the early 1970's and the legal structure for collective bargaining are factors external to the process itself. More directly related are the attitudes that professors hold regarding bargaining and the organizational philosophies of the national associations which support local bargaining.

Internal Factors: Academic Professionalism and the AAUP.

Professionalism. The value belief system of the academic professional is similar in many respects to that of professionals generally. Harold Wilensky has identified two distinguishing criteria of all professionals: a) the job of the professional is based on systematic knowledge acquired through a long and extensive training period; and b) the professional's behavior is guided by professional norms.<sup>20</sup> One set of norms stresses competence on the job. Another stresses adherence to a service ideal. Devotion to the client's interests is selfless and beyond personal profit. Norms are also operative in the area of colleague relations. Wilensky states these as a) honoring the claims and technical competency of other professionals and b) recognizing the limitations of one's own

specialty. But it is on the service ideal that Wilensky's greatest emphasis is placed. "The service ideal," he writes, "is the pivot around which the moral claim to professional status revolves."<sup>21</sup> Professions that have no clients transfer this service orientation to the search for truth and knowledge. This becomes especially crucial in academic professionalism.

The American Association of University Professors. The AAUP is generally recognized as the "most prestigious" of the general associations to which university professors belong. Founded in 1915 by a group of professors at Harvard, Yale, Princeton, the University of Chicago, and John Hopkins University, its history has not been one of unbroken success. Yet, to the extent that professors have a general professional association resembling the American Medical Association or the American Bar Association, the AAUP can justifiably claim to be that organization. It has continually fought for academic freedom and the upgrading of professional standards. Tenure and economic security, which it places within the realm of professional concerns, have long traditions in the AAUP.<sup>22</sup>

Due to its position in academia, the AAUP defines academic professionalism whenever it issues a "position" paper. Whenever the AAUP position changes, one could argue that aca-

ademic professionalism also changes. Yet within this organization there is a constant line of argument that often stands apart. This belief system begins with Wilensky's descriptive statement and adds a strong normative element. It is a relatively constant argument that has been prevalent if not paramount in the AAUP from its inception to the present.

The Theory of the Profession. A recent and cogent presentation of the value belief system of academic professionalism was offered by Sanford Kadish in his presidential address to the AAUP delegate assembly on May 6, 1972.<sup>23</sup> The business of the university, according to Kadish's theory, is foremost "conducted for the common good " It is not conducted to further its own interests or power in society or for the interests of its individual members. A second proposition is that the common good is served by the "free search for truth." Therefore, professors must be free from the restraints of inexpert and partisan pressures. They must be free to choose the problems that need research as only they know what the problems are They must be free to teach as they see fit as only they know what needs to be taught in the general pursuit of truth. Only they know the nature of the training necessary for those who will seek truth in the future. Tenure is an expression of a necessary item - namely job security. Without this secu-

rity, real or perceived interferences might work to distort the truth.

In the governance of the university, faculty must enjoy a similar autonomy with respect to educational decisions that affect curriculum and personnel issues. "Effectiveness in rendering the special services of the University in acquiring and transmitting knowledge requires that those decisions be made by the professors themselves."<sup>24</sup>

Academic professionalism thus has two principal parts: its service ideal to knowledge rather than any specific clientele group and its governance ideal based on faculty autonomy with regard to educationally central issues. These ideals leave little room for collective bargaining. Yet the AAUP has begun to accept collective bargaining. The degree of acceptance today is a product of the interaction of arguments drawn from the theory of the profession and the demands of recent events.

The AAUP on Collective Bargaining. Arthur Lovejoy, a past president and founding father of the AAUP, formed the traditional attitude toward collective bargaining and unionization. Responding specifically to a telegram from the AFT inviting cooperation from the AAUP, Lovejoy pointed to a number of similarities between the AAUP and trade unions. Yet at the crit-

ical point, he argued, the analogy broke down. "The competitive situation which defines the essential function of a trade union, simply does not exist in our calling. Trustees and faculties are the joint custodians of one of the major interests of society."<sup>25</sup> The competitive situation, according to Lovejoy, gave way to rational discussion of differing points of view. The decisions within universities were reached by rational discussion and shared power between trustees and faculties.

Lovejoy, in 1938, could indulge in leisurely theoretical consideration of unionism. In 1964, the situation demanded something else. City University of New York became the battleground between the AFT affiliate and the independent Legislative Conference. On the periphery were a number of local AAUP Chapters. These chapters asked the central office for advice. The response was an admitted "dearth of relevant Association policy" and the convening of an informal conference.<sup>26</sup> This conference soon gave way to a special committee to establish official AAUP policy concerning collective bargaining. The first formal report came in 1966.<sup>27</sup>

The report began by restating a 1920 document. "Faculty," this document read

should not only have primary responsi-

bility for determining the educational and research policies of the institution, but should also have an effective voice in appointments, promotions, actions resulting in tenure and dismissals; selection of chairmen or heads of department; and budgetary policies concerning the expenditures of funds.<sup>28</sup>

To fulfill these responsibilities faculty members should work through existing structures of self government - namely faculty elected councils or senates. Exclusive representation should be opposed on principle. But when conditions do not permit this, the faculty senate should become the representative.

In this report, the AAUP took a significant departure from previous tenets:

If these conditions [ of effective faculty voice and adequate protection and promotion of faculty economic interests ] are not met; and a faculty feels compelled to seek representation through an outside organization, the Association believes itself. . . . to be best qualified to act as representative. . . .

The committee felt it necessary to defend this new position. Chairman Summers explained that the new position was necessary in order to permit the AAUP to "continue to assert and implement its historic role as a professional organization which views the university as a community of scholars in which all faculty shall participate through democratic structures

of university government."<sup>30</sup>

A dissenting statement by Robert Bierstedt and Fritz Machlup was included in the report. Their opposition was "one of basic principle." "The notion of collective bargaining. . . is wholly inappropriate in the academic situation."<sup>31</sup> They then invoked their version of the theory of the profession. Professors disseminate knowledge in return for a place to indulge in the study and research that will increase the knowledge. To accept the status of employee, inherent in collective bargaining, would sacrifice this historic role.

The AAUP waited until 1968 to issue another policy statement. In the interim the pressure from the AFT increased. The NEA also appeared on the university scene. The first major faculty strike occurred at St. John's University. On October 10, 1967, an almost total refusal by students and faculty to hold classes forced Catholic University to rescind the dismissal of a faculty member. Chicago City College faculty struck that same year on primarily economic grounds. And, during the same year, a number of student led demonstrations occurred in which faculty members cooperated by refusing to meet their classes. AAUP Chapters continued to request further policy clarification from the national office.

The national office responded by loosening somewhat its

restrictions on local chapters that wished to seek exclusive representation. It now recognized that "new" institutions might not have had the chance to develop an effective internal faculty voice. In such cases, AAUP locals could offer themselves as exclusive representatives. Secondly, if it was decided by the national office that the government of the university was violating the AAUP's 1966 Statement of Government of Colleges and Universities, representational status could be attempted by the local chapter. This however was meant to be something of a last resort. First, every attempt should be made to strengthen the "faculty structures of self-government within the institutions."<sup>32</sup>

A later revision came on October 30, 1971, when the Council of the Association adopted the following resolution:

The Association will pursue collective bargaining as a major additional way of realizing the Association's goals in higher education, and will allocate such resources and staff as are necessary for the vigorous selective development of this activity beyond present levels.<sup>33</sup>

The direct meaning of the resolution is clear: collective bargaining is to be pursued. The implications are less clear. The Council defended their position from the point of view that the organization was being forced into collective bargaining. The AAUP could not leave the shaping of the processes

of collective bargaining to "organizations without the established dedication to principles developed by the Association and widely accepted by the academic community."<sup>34</sup> How successfully the AAUP can compete in organizational drives while embracing this negative view of collective bargaining is problematic. On the other hand, the continuing adherence to the philosophy and principles of academic professionalism may give the AAUP a decisive advantage in those institutions where resistance to collective bargaining is strong. In these institutions the AAUP may be perceived as less of a threat, less of an agent of change.

Whatever the historical success of the AAUP's move into the area of collective bargaining, principles of academic professionalism seem certain to affect contracts negotiated by AAUP locals. The extent to which this is a distinguishing factor in the contracts obtained for analysis in this study will be examined in Chapter II.

Internal Factors: The AFT and the NEA

The American Federation of Teachers. The AFT was established in 1916. It affiliated with the American Federation of Labor that same year and has since remained with this national labor organization. Membership swelled rapidly during the war years to seriously challenge the NEA in the early

Twenties. Superintendents then became concerned with the growth of the AFT and pressured teachers into joining the NEA.<sup>35</sup> This drive cut the elementary and secondary teacher membership in the AFT by half. Membership rose again during the Thirties; declined during the war years of the Forties; rose again during the late Forties only to decline again during the early Fifties.

University faculty membership of the AFT went through similar valleys and peaks. Its historical high mark was reached in the 1930s when it listed some 2,000 members; the low mark came during the early 1950s. By 1958, faculty membership had fallen below 300.<sup>36</sup>

By its own admission, the AFT was a "gadfly" or protest organization up to 1960.<sup>37</sup> The official history of the AFT claims a general interest in "broad social issues, academic freedom and improvement of existing governance" at the college and university level.<sup>38</sup> However, the AFT did not have membership sufficient to support standing committees in these areas as did the AAUP. Its watch-dog activities were thus relegated to reactions by local units to immediate situations on their respective campuses.

The AFT and Collective Bargaining. In the 1960s the AFT tempered much of its radical and protest character while adopt-

ing a trade union stance. The AFT Handbook credits much of this change to the merger of the CIO with the AFL.<sup>39</sup> Whatever the source, the AFT Executive Council, in 1955, formally recommended that AFT locals begin attempts to establish collective bargaining relationships in public schools and on campuses. The first success came in the New York City public schools in 1960. This was followed rapidly by successes in several other cities in the Northeast. AFT success in the area of higher education began in New York when the United Federation of Teachers forced recognition from the City University of New York. As of November 1973, AFT locals had won representational elections at twelve four-year institutions.<sup>40</sup>

The underlying philosophy behind the AFT emphasis on collective bargaining can be drawn from the AFT Handbook. According to the Handbook, the following nine reasons explain why collective bargaining has grown on campuses.

1. Economic inequities on the campus itself as a result of individual bargaining because of a real or contrived "star system."
2. Economic conditions in the society as a whole.
3. The general failure of faculty senates as effective means of faculty governance (in many cases senates were structured to thwart any kind of faculty governance).

4. The impotence of faculty committees and the AAUP to protect academic freedom. In the case of the former, many of the committees were unable to assure the achievement of tenure to those who should have received it even under the existing rules of the institution.
5. The mediocrity of middle management in many colleges.
6. The autocracy of top college management-ranging from benevolent to absolute.
7. Just plain job insecurity (more prevalent than probably admitted by faculty).
8. A sense of denied dignity.
9. A growing sense of threat from outside interests and forces.<sup>41</sup>

This listing reflects the existence of an adversary relationship on college campuses. The validity of the notion that a "community of scholars" can govern their own institution is attacked directly. The faculty senate - that institution through which the community of scholars supposedly governs - has been a "general failure". Top college management, whether benevolent or malevolent, is autocratic. Faculty committees are impotent. Collective bargaining will give faculty a mechanism to accomplish their goals.

The National Educational Association. The National Education Association was founded in 1852 as the National Teachers

Association. Fifty years later its membership consisted of about 2,000 public school teachers. By the end of World War I its membership has grown to approximately 10,000. It then underwent a spectacular growth and by 1922 claimed 120,000 members.<sup>42</sup> Today it has 1.1 million members and a multimillion dollar budget.

The NEA is a mammoth organization nationally with twenty-three departments, thirty-three divisional headquarters and fifteen commissions and standing committees. The largest constituent unit of the NEA is its Department of Classroom Teachers which includes approximately 1 million teachers in elementary and secondary schools.<sup>44</sup> Superintendents belong to the American Association of School Administrators; secondary school principals belong to the National Association of Secondary School Principals and elementary school principals belong to the Department of Elementary School Principals. At the Junior College and university level, the NEA provides three separate departments. College and university teachers are automatically placed within the National Faculty Association for Community and Junior Colleges. Administrators are placed within the newly formed National Association of College and University Administrators.<sup>45</sup>

The diversity of the NEA is illustrated in part by the

large research division which in 1965 employed twenty professional and administrative personnel and about thirty-two skilled clerical and secretarial workers. The complex organizational structure of the NEA reflects the organization's broad ranging interests. Collective bargaining is not the sole function of the NEA, despite the increased attention it has received since 1962.

Each department within the NEA organization supposedly operates as an "autonomous body with its own membership requirements, officers, structure and constitution."<sup>46</sup> Critics, however, somewhat contemptuously characterize the NEA as a "company union." This charge was leveled first by the AFT and has been repeated often by others.<sup>47</sup> The NEA simply ignores this criticism and proudly characterizes itself as the only "overall professional association" for all educators.<sup>48</sup>

The NEA and Collective Bargaining. The NEA has national, state, and local organizations. But, until 1962, NEA activities in the public school arena were directed principally at the state level. The NEA sought to raise public school teaching to the level of a "profession" by establishing certification requirements and influencing state boards of education. Upgrading the credentials of teachers was a primary goal. Above all, the NEA sought to make the teacher a "pro-

fessional." The concept of a total overall profession of educators did not logically include methods which might pit one segment of the profession against another.<sup>49</sup>

The first challenge to this view came at the 1961 NEA National Assembly. The New York delegation introduced a resolution explicitly supporting collective bargaining. While this was soundly defeated, a resolution was passed which stated that teachers or "democratically selected representatives should be accorded the right, using appropriate professional channels to participate in the determination of policies of common concern."<sup>50</sup>

By 1962, however, the AFT was pressing for bargaining rights in five major cities in addition to New York, and the NEA had to consider the problem again. At the 1962 National Assembly, the Executive Secretary, William S. Carr, was prepared. Carr eloquently presented the case for "professional negotiations" and won over the delegates.<sup>51</sup> The main resolution stated, "Procedures should be established which provide an orderly method for professional education associations and boards of education to reach mutually satisfactory agreements."<sup>52</sup> In 1963, the wording was changed to "procedures must be established."<sup>53</sup>

As of 1962, strikes were officially discouraged. In 1965,

the resolution dealing with professional negotiations deleted the negative reference to strikes and they were recognized as acceptable. Even further, teachers accepting positions in areas where sanctions were in effect (i. e. where teachers were striking) would be subject to sanctions themselves.. Strike breakers were to be dealt with severely.<sup>54</sup> No sooner had the NEA become involved in collective bargaining at the secondary and elementary levels, than the AFT forced it onto the university scene.

The NEA in practice accepts collective bargaining. It has followed the lead of the AFT in both public and higher education. And it has done so successfully.<sup>55</sup> However, it has not accepted the adversary position that characterizes the AFT. It has gone to great lengths to keep administrators within its organizational structure and maintain the facade, at least, of a "unified profession." The extent to which this orientation may be reflected in negotiated contracts will be examined in Chapter II.

Summary. Two of the factors discussed in this chapter--university finances and the legal structure under which faculty representatives must negotiate--have the potential of encouraging bargaining. A third factor--the philosophical tenets of the "academic professional"--serves as a major ele-

ment restricting negotiations. This factor, moreover, has exerted a profound influence on one bargaining agent--the AAUP. As a result, this national association has adopted a very hesitant and ambivalent stance. In contrast, the AFT philosophy dictates an especially strong interest in collective bargaining. This positive orientation toward collective bargaining explains in part the success that the AFT has had in initiating bargaining in public and higher education; a success that has forced both the NEA and the AAUP into joining in drives for representational status.

These and many more factors coalesce in the signed contract at the local level. All tend to produce a wide degree of variation regarding the scope of issues contained in these contracts. The examination of nineteen negotiated contracts next will look primarily at the variation which appears to be associated with the national affiliation of the local.

C H A P T E R II

Contracts for analysis here were secured from the following institutions. National affiliation of the faculty unit is indicated; abbreviations to be used in this analysis are given in parentheses.<sup>1</sup>

<u>AAUP</u> <u>affiliation</u>	<u>NEA</u> <u>affiliation</u>	<u>AFT</u> <u>affiliation</u>
Ashland College (Ashco)	Central Michigan University (CMU)	Boston State College (BSC)
Rutgers Univer- sity (Rutgr)	City University of New York (CUNY)	Bryant College (Bryt)
St. John's Univer- sity (S.Jon)	Nebraska State College System	Long Island University (LIU)
Oakland University (Oakld)	New Jersey State College System	Pratt Institute
University of Rhode Island (URI)	(NJSC) Monmouth College (Mnmth)	Rhode Island College (RIC)
	Pennsylvania State College and Uni- versity System (Penn)	Southeastern Mass- achusetts University (SMU)
	State University of New York (SUNY)	Worcester State Col- lege (Wrctr)

Contracts negotiated at the listed institutions make up the first round of negotiations by faculty representatives at these four-year institutions. These contracts generally were negotiated for three year periods. At the time of writing, none of the negotiators referred to here had the opportunity to engage in extensive renegotiations. Aside from the examples offered by the first negotiations at CUNY and SUNY, parties to contracts between 1970-1973 had little precedent to

follow other than that provided by the national organization. The extent to which the nationals were able to impress their differing philosophies on the contracts of this period is the major focal point of this analysis.

The analysis will begin with matters relating to the organization of the bargaining units. This will be followed by an examination of the scope of the contracts regarding compensation and working conditions, personnel items and governance provisions. Finally the treatment of merit principles will be considered. The analysis here, while paying greatest attention to those areas in which national affiliation may have affected the outcome, will attempt to be comprehensive and cover all major items.

Bargaining Agent: Union.

The types of university employees represented by the faculty bargaining agent is an important consideration in negotiations. Inclusion of a large number of non-faculty employees might increase the unit's bargaining power to over compensation and fringe benefits but also limit that power with regard to personnel and governance matters. Inclusion of department chairmen presents a similar problem.

Given the exclusive nature of academic professionalism, AAUP locals may be expected to limit their bargaining units to

faculty. And, in light of the AAUP's belief that all faculty have in common their production and dissemination of knowledge, their units should include department chairmen. The AFT conversely should reject all management personnel (including department chairman) while embracing a large number of non-faculty employees. The "company union" aspect of the NEA would most easily accommodate both department chairmen and non-faculty employees in one bargaining unit.

Table 2-1 summarizes the composition of faculty units for the nineteen contracts. As expected, none of the AAUP faculty affiliates extended non-faculty employee representation beyond librarians. Four of the five AAUP units included department chairman. NEA affiliates provided considerably greater representation of non-faculty employees than either AAUP or AFT units. All NEA locals included librarians; five of seven represented campus technicians and counselors. Beyond this, four NEA units also represented management/staff positions (business managers, registration personnel, etc.) Somewhat unexpectedly, three of the seven NEA agents failed to represent department chairmen. AFT agents represented few non-faculty employees. Even though AFT's adversary rhetoric explains exclusion of management personnel, the nearly total absence of technician and counselor representation and the only par-

tial inclusion of librarians was unexpected. Moreover, the inclusion of department chairman in five of seven cases also seems counter to the AFT position.

Table 2-1

EMPLOYEES REPRESENTED BY BARGAINING UNITS'		AUXILIARY EMPLOYEES		
		Librarians	Technicians/ Counselors	Management/ Staff
Department Chairman				
AAUP				
Ashco				
Oakld	x			
Rutgr	x <sup>2</sup>	x		
S. Jon	x	x		
URI	x	x		
NEA				
CMU	x	x	x <sup>3</sup>	
CUNY	x	x	x	x
Mnmth		x		
Nebr		x	x	x
NJSC	x	x	x	x
Penn		x		
SUNY	x	x	x	x
AFT				
BSC		x		
Brynt	x			
LIU				
Pratt		x		
RIC	x			
SMU	x	x	x	
Wrctr	x	x		

- 1 - Regular faculty were represented in all cases. The Table presents information on other employees.
- 2 - The Rutgers faculty unit included department chairman if 50% or more of their time was devoted to teaching.
- 3 - The CMU unit included counselors but omitted technicians.

**Bargaining Agent: Management**

Who is management in the university collective bargaining process? Administrative agents closer to funding authority can more easily resolve issues involving compensation and fringe benefits. Contrarily, agents closer to the campus can more easily negotiate personnel and governance issues. In the small private institution this separation is not great. In the multi-campus public institution responsibilities may be more diffuse. Three levels of administrative negotiating agents are identified, based on administrative distance from employees. Closest to the operating level is the administrative head of a campus. Somewhat more distant is a representative of the governing board of the institution. Furthest from the employees is an agent attached to a separate government agency (public institutions only). Table 2-2 identifies the administrative agent by institution and national affiliate.

The level of administrative negotiators was similarly distributed for AAUP and AFT affiliated institutions. Two of five AAUP and three of seven AFT unions bargained with the top administrative officer on the campus. In contrast, four of the seven NEA agents negotiated with a representative of a state agency.

Table 2-2

MANAGEMENT NEGOTIATOR

	President	Board of Trustees	State Agency
AAUP			
Ashco	x		
Oakld		x	
Rutgr		x	
S. Jon	x		
URI		x	
NEA			
CMU	x		
CUNY			x
Mnmth	x		
Nebr		x	
NJSC			x
Penn			x
SUNY			x
AFT			
BSC		x	
Brynt	x		
LIU	x		
Pratt	x		
RIC		x	
SMU		x	
Wrctr		x	

The four multi-campus institutions used separate state agencies as administrative agents. This fact, more than NEA affiliation, probably dictated the removed level of administrative representation. Pennsylvania faculty negotiated directly with the executive branch of the state; the governor was the principal signatoree. The SUNY and NJSC faculties negotiated with state employee relation boards. The CUNY

faculty negotiated with the State Board of Higher Education.

Administrative representation for AFT and AAUP negotiators is probably also explained in part by exogenous factors. Ultimately, the NLRB (private schools) or state labor boards (public institutions) have final responsibility for designation of the management unit. Despite this lack of direct union control, one cannot simply ignore the fact that only NEA agents represented faculty at those institutions where management meant a separate state agency. It is at the state level that the NEA has traditionally focused its most energetic political activity. This fact may be reflected in the association of the NEA with these schools.

NEA concern at the state level carries over into another item within the contracts examined here. Legislative dependence clauses appear in seven of the twelve contracts with public institutions. These clauses state that if legislative action is necessary for implementation of certain contract provisions and such action fails to occur, the remainder of the contract is still valid. These dependence clauses can also assign responsibility for inducing legislative action. None of the AAUP or AFT contracts with legislative dependence clauses, but all of such NEA contracts, stated that the employer had the responsibility for securing introduction of the

necessary legislation. This may in part reflect the organizational thrust of the NEA.

To summarize provisions on bargaining agents, the clearest pattern emerges with the NEA affiliates. The doctrine of a "unified profession" seems quite in evidence when the representation of the faculty agent is examined. The NEA units contained the greatest non-faculty representation. NEA affiliates represented employees at institutions where bargaining was most distant from the local campus and closer to the state legislature. While such distance may be disadvantageous for negotiation of personnel and grievance items, it is certainly in keeping with the organizational structure of the NEA. It is thus quite fitting that the NEA contracts would most often note legislative dependence and that NEA contracts would formally assign responsibility for legislative initiation. With the exception of the AAUP faculty exclusivity, AFT and AAUP patterns are not as clear.

Negotiable Items: Contract Scope.

Philip Semas, in the November 26, 1973, issue of the Chronicle, gave an extensive description of the bargaining that had occurred at Central Michigan University.<sup>2</sup> The administration, according to Semas, wanted to limit negotiations to salaries, fringe benefits, and directly related working

conditions. The union wanted personnel and governance issues included in the contract. However, when the administration agreed to put the contracted wage settlement into effect immediately, the union capitulated.

Throughout his analysis, Semas implies that a hierarchical level of bargainable issues exists. At the lowest level in this hierarchy, negotiations are limited to compensation and direct working conditions. At the second level, personnel items enter the bargaining process. At the third level, items concerning university governance enter. The analysis here will initially explore this hierarchy as an hypothesis: third level contracts should also contain levels one and two; second level contracts should also include level one. Then the analysis will examine the extent to which patterns emerge with regard to national affiliation of the local.

Compensation is here defined by salary schedules or flat rate pay increases, as well as such fringe benefits as insurance contributions and paid leave. Immediate working conditions include class size, teaching load and provision for faculty facilities. Together these items comprise first level bargaining. Second level provisions include procedures relating to hiring, promotion, tenure and release/reduction/dismissal of tenured and non-tenured faculty. Third level bar-

gaining here involves procedures for selecting department chairman and deans. Table 2-3 summarizes contract scope by institutions and bargaining level.

Table 2-3

ITEMS INCLUDED IN CONTRACTS AT SUCCESSIVE LEVELS

	Level I			Work Conditions		
	Compensation		Paid Leave	Academic		Faculty Facilities
	Salary	Fringe Benefits		Class Size	Teaching Load	
<b>AAUP</b>						
Ashco			x			
Oakld	x	x	x			x
S. Jon	x	x	x	x	x	x
Rutgr	x					
URI	x	x	x	x	x	
<b>NEA</b>						
CMU	x	x	x			
CUNY	x	x	x		x	x
Mnmth Nebr.	x	x	x	x	x	
NJSC	x	x	x			
Penn	x	x	x		x	x
SUNY	x	x	x			
<b>AFT</b>						
BSC		x	x	x	x	
Brynt	x	x	x		x	
LIU	x	x	x	x	x	x
Pratt	x	x	x	x	x	x
RIC	x	x	x		x	x
SMU	x		x		x	x
Wrctr		x	x	x	x	

Table 2-3  
(con'td)

	Level II Personnel Items				Level III Governance		
	Hiring	Promotion	Tenure	Reduction	R e l e a s e Dismissal Tenure Non-Tenure	Selection Department Chairman	Dean
AAUP							
Ashco							
Oakld							
S.Jon	x	x	x	x	x		x
Rutgr							
URI	x	x	x	x	x	x	x
NEA							
CMU							
CUNY			x				
Mnmth			x		x		
Neb.							
NJSC	x	x	x		x		
Penn		x	x	x		x	
SUNY					x		
AFT							
BSC	x	x	x		x	x	
Brynt	x	x	x		x	x	x
LIU	x	x	x	x	x	x	
Pratt	x	x	x	x	x	x	x
RIC	x	x	x	x	x	x	x
SMU	x	x	x		x	x	x
Wrctr					x	x	

Distinct bargaining levels do appear. Contracts with no, or with incomplete, provisions at level one also fail to include higher level provisions. The Ashland (Ashco) and Nebraska contracts illustrate this most clearly. The Rutgers contract also lends support to the hypothesis. A flat rate salary settlement was reached both fringe benefits and working conditions were omitted. Personnel and governance items also do not appear.

Immediate working conditions, continuing exploration of the hypothesis drawn from the Semas report, are also part of first level bargaining. Here, some of the contracts do not follow the expected pattern. Class size and faculty facility provisions were mentioned in less than half of the contracts, although maximum teaching loads appeared in twelve of the nineteen.

At levels two and three, one finds additional support for the notion of a hierarchy of bargaining levels. Contracts weak or deficient in personnel items also contained no governance items. CUNY and SUNY, for example, contained only dismissal and no governance items. Conversely, those contracts that included selection procedures for department chairman and/or deans also contained significant provisions in the personnel area. Examples here are the NEA Pennsylvania con-

tract and the AFT contracts. Southeastern Massachusetts (SMU) is a partial exception. While failing to provide for any form of release of employees, this contract did include procedures relating to hiring, promotion and granting of tenure. In summary, if one omits working condition provisions, the data support the hypothesis.

The second line of inquiry on scope is to ascertain differences, if any, by national affiliation of the local unit. Table 2-4 collapses information from Table 2-3: contracts failing to reach level are labelled "token"; level one only is "limited bargaining"; level two, "expanded"; and level three, "comprehensive."

AFT contracts were nearly all comprehensive. In contrast, only one NEA contract fell into this category. AAUP agreements also ranged broadly. Complete explanations for the striking differences between the AFT and NEA/AAUP agreements can only partly be derived from the contracts themselves. Examination of the compromises reached through the bargaining process is also required. Nevertheless, it is notable that the ideological position of the AFT is in keeping with its contracts. The AFT with its adversary literature seems bound to move the bargaining process into all areas of faculty-administrative relationships. Moreover, the AFT Handbook made

specific promises to move the faculty into governance via the bargaining process. The NEA, on the other hand, makes

Table 2-4

SCOPE OF BARGAINING

	TOKEN	LIMITED	EXPANDED	COMPREHENSIVE
AAUP				
Ashco	x			
Oakld		x		
Rutgr		x		
S. Jon				x
URI				x
NEA				
CMU		x		
CUNY		x		
Mnmth			x	
Neb.	x			
NJSC			x	
Penn				x
SUNY		x		
AFT				
BSC				x
Brynt				x
LIU				x
Pratt			x	
RIC				x
SMU				x
Wrctr				x

no such promises. Locals might wish to include personnel issues but do not embrace a national philosophy which emphasizes this need. The lack of an emerging pattern within the AAUP contracts parallels the split within the organization. Among the tenets of academic professionalism is the notion

that the faculty should exert the dominant influence in governance and that the faculty should control their own personnel matters. The comprehensive nature of the St. John's and URI contracts suggests that some within the AAUP are trying to exert this dominance through the collective bargaining process. On the other hand, the repugnance of the national organization for bargaining in general seems to find expression in the limited contracts of Oakland, Rutgers and Ashland.

Negotiated Areas: Governance.

The earlier illustration of selection procedures for department chairman and deans (see Table 2-3) is an admittedly small segment of university governance. Also, it is only a portion of those contract items which have an impact on the governance of the institution. In expanding the analysis, the functions of faculty committees established or referred to in the contracts are examined first. Secondly, grievance procedures and the extent of third party arbitration are considered. Finally, the role of the union itself in the institution is investigated.

Faculty Committees. Contracts provided for both administrative and other committees. Administrative committees may be divided into functions and levels (see Table 2-5). Level one includes salary, working conditions, and leave provisions

Level two includes personnel items-tenure, promotion and dismissal. The third level includes academic committees, budget committees, selection committees, and academic councils which serve generally as the traditional faculty senate.

Many level one items have routines and permit little administrative discretion. Fringe benefits regarding insurance and major salary agreements are of this nature. Several contracts, however, provided for merit increases. Under the RIC and SMU contracts these increases were to be awarded by faculty committees. The Ashland contract provided for a faculty committee to resolve salary disputes. Leave granting, even after basic qualifications have been met, still requires administrative discretion. Oakland, St. Johns, CUNY and Monmouth left the final decision for research and sabbatical leaves in the hands of a faculty committee; Pennsylvania and SMU committees dealt only with sabbatical leaves. Three contracts provided for committees to deal with working conditions. St. John's had a committee for the campus calendar. RIC also had a calendar committee and Pratt stated that a committee would allocate office space. Of course, other institutions probably also have some similar committees not mentioned in the contracts.

Table 2-5

ADMINISTRATIVE COMMITTEES

	LEVEL I		LEVEL II		LEVEL III		
	Work	Salary	Tenure	Promotion	Dismissal	Selection	Other
AAUP							
Ashco	x						
Oakld.		xx					
Rutgr							
S Jon	xx		x	x	x	x	
URI						xx	
NEA							
CMU							
CUNY		xx			x		
Mnmth		xx	x	x	x		
Neb							
Penn		x	x	x	x		
SUNY					x		
NJSC				x			
AFT							
BSC			x	x	x	xxx	
Brynt			x	x		x	
LIU			x	x		x	
Pratt							
RIC	x						
SMU	x						
Wrctr			x	x	x	x	xxx

NOTE: The number of x's signifies the number of committees mentioned in the contract.

Over half of the contracts mentioned at least one faculty committee at the personnel level. Ten of fourteen NEA and AFT contracts contained at least one personnel-type committee, but only one AAUP contract refers to such a unit.

At the third level, two AFT contracts--Boston and Worcester--stand out. Negotiations at these two colleges appear to have massively reconstituted institutional governance. Both institutions negotiated campus-wide bodies which provide for "tripartite" governance. Provision is made for student, faculty, and administrative representation. In both instances the newly constituted councils have assumed all the functions that faculty senates previously possessed. These councils appear to have considerably more power than the traditional senate in that recommendations go directly to the Board of Trustees for ratification rather than to the top administrative officer (who in this case can act only through his representatives on the council).

These were the only contracts which might have displaced the faculty senate. Two other AFT contracts provided, however, for university level committees which may pre-empt some senate responsibilities. The L.I.U. contract provided for a "Judicial Review Committee" outside the normal functioning of the senate. This committee had responsibility to check on

"all procedural processes of all presently constituted university committees." Less grandiose, yet still preempting senate powers, was the S.M.U. Curriculum Program Review Committee which could modify, change and even recommend the elimination or implementation of academic programs. This committee appears to have taken over all senate control in the academic area at S.M.U. The Bryant contract also mentions a campus-wide curriculum committee, but it didn't seem to have an existence apart from the senate.

Four AFT affiliates thus negotiated arrangements for committees directly challenging the faculty senate. Though not all AFT contracts had such provisions, it may be significant that only AFT contracts did so at all.

In addition to the administrative committees, several contracts established committees to report on various aspects of university life. The majority of these committees dealt with level I concerns such as housing (CUNY) fringe benefits (Pratt, CMU), retirement (St. John's, RIC) and wage comparisons (CMU). The Worcester and SUNY contracts set up special committees to inquire into personnel items. SUNY and LIU established committees to look into the adequacy of physical facilities on their campuses

It is difficult to determine the significance of this

type of committee. It has only an advisory capacity. Committee recommendations may not become accepted policy statements. To disregard these units completely, however, might be a mistake. They were established through the bargaining process. Their reports will no doubt form a basis for future negotiations. The fact that these committees sometimes take authority from faculty senates may indicate dissatisfaction with traditional governing bodies.

Grievance Procedures. The grievance procedure is the principal tool whereby the collective terms of the contract are secured. Secondly, the grievance procedure offers a major means of extending the contractual relationship beyond the specific items of the signed agreement. This aspect appears especially important in some instances of token and limited bargaining. The Nebraska contract, for example, defined a grievance as an alleged violation of any policy or by-law of the Board of Trustees.

Grievance procedures vary greatly from contract to contract. They all contain, however, at least a three step process. This process includes consideration of the alleged violation at the department, college (where applicable) and university levels. The final step is to submit the grievance to impartial third-party arbitration.

While all steps of grievance procedures may be important, the analysis will concentrate on the final step-arbitration. It is at this stage that the parties can be most assured of impartiality.

Some deductions regarding the national associations' attitudes toward third-party arbitration can be made from their general philosophies. The doctrine of academic professionalism within the AAUP holds quite specifically that all major decisions should be made within a "brotherhood of scholars". The "unified profession" perspective of the NEA also seems to imply that disputes can and should be resolved within the institution. The AFT's adversary rhetoric is quite different. Within this framework, impartial third-party arbitration can be viewed as an appropriate final step to achieve justice in individual grievances. Moreover, arbitration supplies an important means of challenging management's policy positions in those areas where negotiations may have failed. Table 2-6 presents data on the inclusion and selection of arbitrators in contract grievance procedures. In the nineteen contracts, arbitrators from three sources are mentioned: the American Arbitration Association (AAA), state labor boards, and university panels of faculty and administrators on the campus who were mutually acceptable to the union and the admin-

istration. Those contracts specifying an on-campus panel generally provided for a single arbitrator per case with panel members serving on a rotating basis. Those accepting arbitrators from the AAA or state labor boards generally used tripartite arbitration.

Table 2-6

ARBITRATION PROCEDURES

	Arbitration Omitted	Arbitration Included		
		Selection by:		
		University Panel	State Labor Board	American Arbitration Association
AAUP				
Ashco <sup>1</sup>	x			
Oakld				x
Rutgr	x			
S.Jon				x
URI				x
NEA				
CMU		x		
CUNY		x		
Mnmth				x
Nebr.				x
NJSC			x	
Penn			x	
SUNY		x		
AFT				
BSC	x			
Brynt		x		x
LIU		x		x
Pratt				x
RIC				x
SMU				x
Wrctr				x

1. Ashland had no grievance procedures at all.

Three of the AAUP contracts provided for arbitrator selection by the AAA, one omitted arbitration from the grievance procedure, and Ashland failed to establish a grievance procedure. Three of the seven NEA contracts specified that arbitrators were to be from university personnel, two from state labor boards (as dictated by relevant state statutes), and two from the AAA. Two AFT contracts omitted arbitration, one specified selection from university personnel, and four indicated AAA selection.

A definite fit with the national's philosophy can be seen in four AFT affiliates regarding arbitrator selection. The AAA is the most distant source of arbitrators and might be expected to offer the best chance of rendering impartial decisions. The omission of arbitration in the BSC and Worcester contracts, however, goes counter to the AFT position. Yet it is not too surprising in light of these schools' newly instituted "tripartite" councils.

That the majority of those utilizing university panels should be NEA affiliates is perhaps in keeping with its view of a unified profession. The apparent failure of the tenets of academic professionalism to influence AAUP selection of arbitrators is noteworthy.

Contractual language often expands the scope of griev-

able items beyond those mentioned by including all decisions of specified university bodies. Apparently limited bargaining agreements do not necessarily produce a similarly limited scope of grievable items. However, negotiators were often careful to qualify the extent to which a particular grievance procedure would apply. Qualifying statements never appear regarding direct compensation, fringe benefits, or immediate working conditions. Qualifying statements were occasionally applied to leave granting and were very important in the application of grievance procedures for the resolution of personnel issues. Table 2-7 presents information of the applicability of third party arbitration to particular disputes.

In the AAUP contracts which provided for arbitration all possible alternatives are present. St. John's excluded non-reappointment and dismissal from the grievance procedure entirely. Promotion and tenure decisions are grievable only to the step preceding arbitration. Oakland allows all personnel issues to be arbitrated. This contract, however, limited the arbitrator to ruling on procedural questions only. The URI contract allows the arbitrator to reverse academic decisions. When the Ashland contract, which contains no grievance procedure and the Rutgers contract, which omitted arbitration, are added, it becomes quite apparent that the

national organization is offering little successful direction in this area.

Table 2-7

SCOPE OF THIRD PARTY ARBITRATION:

	Leaves	Non- Reappoint- ment	Promotion	Tenure	Dismissal
AAUP					
Oakld	P	P	P	P	P
S. Jon	D		-	-	
URI	D	D	D	D	D
NEA					
CMU	D				
CUNY	D	P	P	P	P
Mnmth	-		P <sup>1</sup>	P <sup>1</sup>	P
Nebr	D	D	P <sup>1</sup>	P <sup>1</sup>	D
NJSC	D		D	D	D
Penn	P		P	P	P
SUNY	D		P	P	
AFT					
Brynt	D				D
LIU	D	P	P	P	P
Pratt	D	D	D	D	D
RIC	D	D	D	D	D
SMU	D	D	D	D	D

A blank space indicates that the issue is not grievable.

A spacer mark ( - ) indicates that the issue may not be subjected to arbitration but is grievable up to that point.

A letter P indicates that the issue is arbitratable only with regard to the procedure that the grievant has been subjected to.

A letter D indicates that the last decision is subject to change according to the arbitrator's judgement.

<sup>1</sup>Contract language here suggests that administration can omit this item from arbitration if it desires.

The NEA affiliate contracts similarly vary. CMU excluded all personnel items from its grievance procedure. Monmouth, Pennsylvania and SUNY excluded specific items and allowed other items to be procedurally arbitratable. No items were specifically accepted as grievable, but not arbitratable. The Nebraska contractual language might, however, give the administration the power to omit promotion and tenure from arbitration. Despite these variations, one can observe that the tendency with NEA affiliates is to allow for procedural arbitration but not decisional arbitration. To this generalization only three exceptions exist. Nebraska allowed decisions regarding non-reappointment and dismissal to be arbitrated. Monmouth allowed dismissal decisions to be arbitrated.

The AFT contracts, excluding Boston and Worcester, also reveal some variation. However, the distinction between procedural and decisional arbitration becomes more than a tendency. The AFT contracts, with the exception of the LIU agreement, all accepted decisional arbitration. The Bryant agreement exempted non-reappointment, promotion, and tenure from the grievance procedure. Those AFT contracts, however, which accepted arbitration, overwhelmingly accepted decisional arbitration.

Union Membership Security. A third factor that collective bargaining has introduced into university governance is the union itself. Professional organizations, such as the AAUP, have always been a factor on campuses. With the advent of collective bargaining their status is dramatically changed. Their strength as a force to be reckoned with is dramatically increased.

The actual strength that a union can command on campus is largely informal. It will differ from campus to campus. Onsite observation is necessary to measure it accurately. The contracts, however, suggest two structural elements which may have an important bearing on the influence that the union can wield - the provisions dealing with union membership and the items providing for consultation with the administration.

Union membership security was nearly non-existent in the contracts examined. Unions successfully negotiated a surprisingly large number of facilities and privileges for their elected officials, but none of the contracts provide for any form of membership security. Fifteen locals successfully negotiated pay check dues deductions (check-off). Three contracts permitted the voluntary deduction of an agency fee if the proper authorization form was signed by the individual faculty member. In no case however were such payments prereq-

quisites of continued employment. The Rutgers and Pennsylvania contracts provided for a form of maintenance of membership by permitting one to withdraw his name from the voluntary check-off only at certain times during the year. No union member, however, was required to maintain membership for the duration of the contract. The CUNY and SUNY contracts contained reopener clauses regarding the agency shop if permissive state legislation were passed. None of these provisions, however, provide any true membership security.

The only pattern emerging from Table 2-8 is that the NEA and AFT were perhaps more successful than the AAUP in negotiating the check-off.

Continuing consultation, evidenced by regularly scheduled meetings of union and management throughout the life of the contract, can serve as an important means for the union to move into areas not specifically mentioned in the signed agreement. At its extreme, this kind of union-management agreement has the potential of replacing the scheduled renegotiation talks.<sup>3</sup> Certainly it provides a check on arbitrary administrative action.

Several of the faculty negotiators established regularly scheduled meetings with the president, the board, or both. Several contracts also provided that the minutes of all board

meetings be supplied to the union and that the union be given the right to speak at all board meetings. Inclusion of these items in the contracts is summarized in Table 2-9.

Table 2-8

UNION MEMBERSHIP SECURITY

	Dues Deduction		Membership Provisions	
	Membership Check-off	Agency Fee	Maintenance of Membership	Agency Shop Reopener
AAUP				
Ashco				
Oakld				
Rutgr	x		Limited	
S.Jon				
URI	x	x		
NEA				
CMU	x			
CUNY	x			x
Mnmth	x			
Nebr				
NJSC	x			
Penn	x		Limited	
SUNY	x			
AFT				
BSC	x			
Brynt	x	x		
LIU	x			
Pratt	x			
RIC	x	x		
SMY	x			
Wrctr	x			

Table 2-9

CONSULTATION

	Scheduled meetings with:		Union rights with respect to board meetings:	
	President	Board	Minutes	On Agenda
AAUP				
Ashco				
Oakld	x	x		
Rutgr				
S. Jon				
URI	x			
NEA				
CMU				
CUNY	x			
Mnmth				
Nebr				
Penn	x		x	x
NJSC		x	x	x
SUNY	x	x	x	x
AFT				
BSC	x	x		
Brynt				
LIU	x	x	x	
Pratt	x	x		
RIC		x		
SMU	x	x	x	
Wrctr	x	x		

---

AAUP contracts revealed little more success with items of consultation than they had with union security. Only two contracts mentioned scheduled meetings with the president or the board. None was successful in obtaining minutes or speaking rights at board meetings. All but one of the AFT

contracts provided for meetings of the union with the board. All but two specified meetings with the president. On the matter of regular consultation, AFT success was thus greater than that of both the AAUP and the NEA. However, with regard to the right to speak at regular Board meetings, three NEA negotiations succeeded whereas none of the AFT negotiations did.

The evidence presented here suggests that the unions' organization on campus may be quite limited in their ability to influence ongoing governance. The unions were either not concerned with or simply could not successfully negotiate any item which might increase their membership. This seriously obstructs their ability to speak for the faculty. A large percentage of AFT contracts provided for periodic scheduled meetings with the board. However, this does not provide the same opportunity to challenge board action as does the right to speak at regular board meetings.

Contractual provisions regarding governance issues go considerably beyond selection procedures for deans and department chairman. Faculty committees were included in many types of activities. Two AFT contracts gave the appearance of having reconstituted the whole of university governance through the bargaining process. The intrusion of governance

in the bargaining process, however, did not stop with these newly formed committees. Decisional arbitration, most prominent in AFT contracts, provided a means to challenge administrative decisions. The contracts, however, suggest that the negotiators stopped (or were stopped) short in attempts to build up their own organizational structures.

#### Negotiated Items: Merit Provisions

Management historically has used two items to reward special achievement by employees - increased compensation and recognition. In the contracts examined, rewards for noted achievement took the following specific forms: special merit awards in addition to salary schedules; provisions within salary schedules to establish minimum rates only, permitting higher remuneration; promotion, a form of recognition in addition to increased compensation; and tenure.

The contracts do not reveal changes in the use of these traditional merit prerogatives. An examination of the contracts does illustrate the extent to which unions accepted these traditional items.

Table 2-10 summarizes merit award provisions. Three of the five AAUP affiliates agreed to set up special merit awards in addition to scheduled remuneration, while only three of seven NEA agents agreed to this. Two of the seven AFT contracts

accepted special merit awards.

Table 2-10

ADMINISTRATION OF MERIT AWARDS<sup>1</sup> IN  
ADDITION TO SALARY SCHEDULE<sup>1</sup>

	Administration	Administration- Union Committee	Faculty Committee
AAUP			
Oakld			x
Rutgr		x	
URI		x	
NEA			
CMU		x	
Mnmth	x		
Penn			x
AFT			
RIC	x		
SMU		x	

<sup>1</sup>This Table includes only contracts with at least one provision relevant to this Table.

It is difficult to say whether or not AAUP locals are more inclined to accept merit awards than NEA or AFT locals without knowing the status of such awards before bargaining talks. The contract language in the AFT agreements, however, gives some indication of the concern of these locals with this issue. The LIU contract states specifically that "There shall be no increment for merit. . . ." If gifts were made to the university from outside sources, they could be awarded to individuals only by a union committee. The SMU contract suggests another successful AFT attack on merit awards. The

state legislature had apparently designated \$114,000 in 1970 for merit awards. The contract, however, specified that only \$24,000 of this amount was to be allocated by college deans; the remaining \$90,000 was to be distributed equally between faculty, librarians, and university technicians. Moreover, the contract specified that a committee of union and Board representatives would develop policies for distributing any future merit awards. The RIC administration seems to have maintained effective control of their merit award system. The union managed only to be assured of obtaining copies of the names of all award nominees. This contract also put a maximum of \$200 on merit awards. Unawarded monies were to be added to the salary schedule.

When taken as a group, the AFT affiliates seem to be opposed to special merit awards and relatively successful in expressing this opposition in negotiation. Merit systems, however, go much beyond the granting of these special awards. Salary schedules on occasion allow for yearly increments based on a merit judgement; and in all contracts, promotion through rank was based on merit. In each area, however, some union-faculty encroachment can be noted.

The major salary increases took two principal forms in the contracts examined here: first, a flat rate or percent

increase added to the existing salary structure; second, minimum salary increments, including the possibility of upward adjustment. Of the sixteen contracts containing salary provisions, only four appeared to prohibit upward adjustment. This suggests that the collective bargaining process in these contracts has not seriously checked individual bargaining. To the extent that it may check individual bargaining in the future, the evidence here suggests that the AFT will be the prime origin as three of the five schedules did not permit upward adjustment. This applies both to special merit awards and merit increases within salary schedules.

Above average accomplishment is also rewarded with the granting of tenure and promotion. Generally, the procedures for the granting of tenure and promotion call for a list of nominees from which an initial selection is made. This recommended list then is acted upon by successively higher bodies or administrative officials. The principal inquiry here is whether the major selection or recommendation is made by an administrative or faculty entity. Table 2-11 indicates the type of entity making this recommendation in those contracts (and included board policies) which contained this information.

Table 2-11

TENURE AND PROMOTION

	Major Decisional Body		
	Faculty	Department Chairman	Administration President Dean or Board
AAUP			
Ashco	x		
S. Jon	x		
URI		x	
NEA			
CUNY		x	
Mnmth	x		
NJSC	x		
Penn	x		
SUNY		x	
AFT			
BSC	x		
Brynt	x		
LIU	x		
Pratt			x
RIC		x	
SMU	x		
Wrctr	x		

---

The major decision regarding tenure and promotion fell to an administrative entity in five of the contracts examined here. 'Before-after' examinations would be especially helpful but were unavailable. One stated fear of the AAUP is that the bargaining process will expose the faculty to losses in the personnel area. The failure of the URI negotiators to establish faculty prerogative in this area is critical.

While the CUNY and SUNY contracts did not state the procedures, the agreements did specify that the chief administrator on each campus had total responsibility in the granting of tenure and promotion. Faculty policy committees, mentioned previously, no doubt represent an attempt to gain control in this area. Two AFT contracts also failed to put this initial decision in the hands of the faculty.

The contracts do not provide sufficient information to perceive emergent patterns with regard to the principle of merit awards. Special merit awards were negotiated in locals of all three nationals. Some resistance to this type of award can be seen in AFT contracts. Also, to the extent that there is a tendency to limit salaries in excess of the salary schedule, this appears in the AFT contracts. In sum, however, the contracts do not suggest a serious concern regarding the favoritism that might surface with special awards and minimum term salary schedules. Along with the failure to universally establish faculty committees as the prime tenure-promotion awarder, this suggests that administrative favoritism is not a major concern. This conclusion, however, must remain quite tentative without knowledge of the individual situations before bargaining.

C O N C L U S I O N

Michael Moskow has identified the policies of the national organization to which a local bargaining agent is affiliated as one of the more important factors related to "variations in the scope of bargaining within higher education."<sup>1</sup> "In determining policies toward negotiations, local organizations typically look toward the national organization for guidance."<sup>2</sup>

An analysis of the major philosophies and organizational structures of the three major bargaining organizations indicated that Moskow's contention certainly should be examined. The AAUP, with its strong adherence to the tenets of traditional academic professionalism, clearly felt forced into assuming a bargaining role. Its devotion to the "pursuit of knowledge" has traditionally supported a very individualistic orientation opposed to the collective notion inherent in bargaining. On the other hand, this same orientation has led to the idea that the faculty or "brotherhood of scholars" had to be a dominant force in the organization of the university. And, to the extent that collective bargaining was being forced upon various institutions, the AAUP felt it had no choice but to join in.

Opposing this negative view regarding the desirability

of collective bargaining is the AFT. Though it had not always embraced collective bargaining, early successes at the secondary level seemed to point to a need. This felt need was formalized in the AFT Handbook. "Plain old job insecurity" and economic necessities were principal reasons for the rise of bargaining, the Handbook stated. Basic to this, however, was the division of interests between the faculty and the administration. An adversary condition existed - probably always had existed - and the administrative literature of the time suggested that conditions between the two parties could easily worsen. The most effective means of combatting this condition was through collective bargaining.

These two national organizations have definite opinions regarding collective bargaining built into their philosophical positions. The notion of the "unified profession" espoused by the NEA is less clear. This concept holds that all elements of education should belong to one professional organization. Not only should administrators and teachers be linked organizationally, but this organization should also include secretaries, technicians, counselors, librarians and even parent-teacher associations. Though this type of organization has roots in radical syndicalist movements, it may be more accurate to compare the early NEA to management-led attempts

to create company unions. The NEA nevertheless has moved into the collective bargaining arena. In the early period of faculty bargaining, it competed quite favorably in winning representational status.

This analysis carried the original inquiry to an examination of the extent to which these national ideological differences were reflected in local contracts. The analysis here was limited to contracts which covered tenured, full-time faculty members at four-year institutions. It was also limited to contracts negotiated during a time period which did not allow for examination of any major renegotiations.

Given the adversary position of the national, one would expect AFT negotiators to attempt to place more items in the bargaining process. The analysis here showed that AFT locals were more successful in negotiating comprehensive contracts than the other affiliates. More AFT contracts contained personnel items; more AFT contracts contained selection procedures for deans and department chairman. AFT contracts also revealed some indication of encroachment on the traditional senate when faculty committees were examined. The grievance procedures also suggested that AFT locals were in a better position to challenge the administration. Given these items, it was surprising that the AFT contracts re-

vealed no significant successes at strengthening local organization membership and its right to challenge board decisions directly. However, when taken as a group and compared to the NEA and AAUP, the AFT contracts did reflect the national's adversary position.

The philosophical split within the AAUP was not resolved by the contracts negotiated during the 1970-73 period. Two of the contracts consistently contained items in the personnel and governance areas. Three contracts omitted such items. This split was likewise seen in the examination of faculty committee provisions, in the inclusion of grievance procedures and the scope of grievance arbitration. The URI contract, for example, and in some respects the St. John's contract, were quite similar in scope to the AFT contracts. No resolution of this conflict is suggested in these contracts. Certainly, the nature of the nature of the conflict is reflected.

The locals of the NEA, as a group, clearly represented more auxiliary personnel than the other organizations. While faculty representatives negotiated for the employees, administrative representatives tended to be organizationally distant from local campus management. This may reflect NEA's long-standing state level organizational emphasis. Possible

influences and reflections of the doctrine of a "unified profession" are difficult to demonstrate, partly because this notion gives little indication as to which direction the scope of collective bargaining should take.

This analysis shows that the differences between contracts negotiated under different national affiliations tend to reflect the ideological orientations of the national organizations. This analysis, however, does not permit one to make causal statements in this regard. Examination of the contracts alone does not reveal, for example, the degree of active participation by national organization representatives in the bargaining talks. Future investigators need to evaluate the direct action which the nationals take on separate campuses. Further research is necessary to uncover the compromises that occur during the bargaining talks.

Additional study of the influence of the national on local contracts is easily justifiable. These questions form a major area of concern within the labor movement generally. An even more compelling reason stems from the claims made by the academic professionals who oppose bargaining. Their argument is that the introduction of collective bargaining will seriously impair the production of knowledge and truth in the university. The contracts here revealed little en-

croachment on the merit system. However, the argument goes much further than this. The creation of an adversary relationship between faculty and administration is thought to be the necessary result of collective bargaining. Further examination of the influence of nationals over the local bargaining process might reveal the extent to which they cause such relationships and the extent to which they merely reflect presently existing conditions.

FOOTNOTES

Introduction

1. Philip W. Semas, "Faculties at the Bargaining Table," THE CHRONICLE OF HIGHER EDUCATION, vol. 8, no. 10 ( November 26, 1973 ) pp. 9-10.
2. See THE CHRONICLE OF HIGHER EDUCATION, vol. 8, no. 22 ( March 4, 1974 ) p. 6.
3. One of the more interesting sources of this position comes from within one of the major organizing agents, the AAUP. See especially Sanford H. Kadish, "The Theory of the Profession and Its Predicament," AAUP BULLETIN, vol. 58, no. 2 ( June 1972 ) pp. 120-125.
4. This is the official position of the AFT, which will be examined in detail in chapter one.
5. Typical of such articles is W. B. Boyd, "Collective Bargaining in Academe: Causes and Consequences," LIBERAL EDUCATION, vol. 57, no. 3 ( October 1971 ) pp. 306-318.
6. Michael H. Moskow, "The Scope of Collective Bargaining," WISCONSIN LAW REVIEW, vol. 1971, no. 1 ( 1971 ) pp. 33-90.

Chapter One

1. See especially EDUCATION INDEX, vol. 22 ( 1971-72 ).
2. Earl F. Cheit, THE NEW DEPRESSION IN HIGHER EDUCATION: A STUDY OF FINANCIAL CONDITIONS AT 41 COLLEGES AND UNIVERSITIES ( New York: McGraw-Hill, 1971 ) p. 1.
3. Ibid., p. 35.
4. Ibid., p. 43.
5. Ibid., p. x. Percentages in the text are rounded.

6. Ibid., p. 99.
7. While this example is - to date - admittedly extreme, it is offered to illustrate the kind of occurrence which may importantly influence faculty perceptions at other institutions.
8. Committee Z, "Copying with Adversity: Report on the Economic Status of the Profession, 1971-72," AAUP BULLETIN, vol. 58, no. 2 ( June 1972 ) pp. 178-243.
9. See A. M. Cartter, "Scientific Manpower for 1970-1985," SCIENCE, vol. 172, no. 3979 ( April 9, 1971 ), pp. 132-140; L. B. Mayhew, GRADUATE AND PROFESSIONAL EDUCATION 1980 ( New York: McGraw-Hill, 1970 ); W. C. Hall, "The Graduate Marketplace: Current Status and Future Projections," PROCEEDINGS OF THE WESTERN ASSOCIATION OF GRADUATE SCHOOLS, March 1970, pp. 85-103.
10. Joseph W. Garbarino, "Precarious Professors: New Patterns of Representation," INDUSTRIAL RELATIONS, vol. 10, no. 1 ( February 1971 ) p. 4.
11. As of November 26, 1973, only one public four-year institution - Youngstown State University, Ohio - had completed negotiations in a state lacking permissive legislation.
12. U. S. Congress Public Law 80-101.
13. 183 DECISIONS AND ORDERS OF THE NLRB No. 41.
14. 189 DECISIONS AND ORDERS OF THE NLRB No. 109.
15. DAILY LABOR REPORTER No. 234 ( December 3, 1970 ) pp. A-1, A-3.
16. Data here are summarized from THE CHRONICLE OF HIGHER EDUCATION, vol. 8, No. 22 ( March 4, 1974 ) p. 6.
17. Source: Education Commission of the United States.
18. Harold L. Wilensky, "The Professionalization of Everyone?" THE AMERICAN JOURNAL OF SOCIOLOGY, vol. 70, no. 2 ( September 1964 ), pp. 137-158.

19. Ibid., p. 141.
20. Garbarino, op. cit., p. 15.
21. Kadish's address was reproduced as Sanford H. Kadish, "The Theory of the Profession and Its Predicament," AAUP BULLETIN, vol. 58, no. 2 ( June 1972 ), pp. 120-125.
22. Ibid.
23. Arthur O. Lovejoy, "Professional Association or Trade Union?" AAUP BULLETIN, vol. 24, no. 5 ( May 1938 ) p. 412.
24. Ralph S. Brown, Jr., "Representation of Economic Interests: Report of a Conference," AAUP BULLETIN, vol. 51 no. 4 ( September 1965 ), pp. 374-377.
25. "Representation of Economic Interests," AAUP BULLETIN, vol. 52, no. 2 ( June 1966 ), pp. 229-234.
26. Ibid., p. 229.
27. Ibid., p. 232
28. Ibid., p. 233
29. Ibid., p. 233.
30. "Policy on Representation of Economic Interests," AAUP BULLETIN, vol. 54, no. 2 ( June 1968 ), pp. 152-154; and "Faculty Participation in Strikes," AAUP BULLETIN, vol. 54, no. 2 ( June 1968 ), pp. 155-159.
31. "Council Position on Collective Bargaining," AAUP BULLETIN, vol. 58, no. 1 ( March 1972 ), p. 49.
32. Ibid., p. 53.
33. Edward B. Shils and C. Taylor Whittier, TEACHERS, ADMINISTRATORS, AND COLLECTIVE BARGAINING ( New York: Crowell, 1968 ), p. 21; AFT COLLEGES AND UNIVERSITIES HANDBOOK ( American Federation of Teachers of the AFL-CIO: Washington D. C., 1972 ), p. 16.

34. AFT HANDBOOK, p. 6.
35. Ibid., p. 8.
36. Ibid., p. 1.
37. Ibid.
38. THE CHRONICLE OF HIGHER EDUCATION, vol. 8, no. 10  
( November 26, 1973 ) p. 8.
39. AFT HANDBOOK, p. 6.
40. The principal sources on the NEA used here are Shils and Whittier, op. cit., and M. Lieberman and M. Moskow, COLLECTIVE NEGOTIATIONS FOR TEACHERS ( Chicago: Rand McNally, 1966 ). Shils and Whittier credit this growth to pressure exerted by superintendents who were responding to the threat posed by the newly established AFT.
41. No NEA financial statement or budget was available. 1971-72 dues, however, were \$25 per member for the NEA national. Additional dues are often levied by the different departments. Membership being over 1,000,000, the NEA has well over \$25,000,000 per year in dues alone.
42. The NEA HANDBOOK does not give an exact number of classroom teachers. The administrative departments, however, total approximately 200,000. The Department of Classroom Teachers then must be approaching the one million mark. Certainly this department dominates the NEA numerically. See NEA HANDBOOK, 1971-72 ( Washington, D. C.: NEA ) pp. 163-191.
43. In 1971, the NSP claimed 23,000; the NFACJ, 7,000. See THE CHRONICLE OF HIGHER EDUCATION, vol. 5, no. 31 ( May 10, 1971 ) p. 6.
44. See Lieberman and Moskow, op. cit., p. 43.
45. See AFT HANDBOOK, p. 7.
46. See NEA HANDBOOK, 1971-72.

47. See especially Shils and Whittier, op. cit., pp. 23-24. Also, Lieberman and Moskow see the NEA as being most active at the state level.
48. NEA, ADDRESSES AND PROCEEDINGS, 1961 ( Washington, D. C.: NEA ) pp. 216-217.
49. Carr apparently is responsible for coining the term "professional negotiations", in his speech to the delegate assembly. See ADDRESSES AND PROCEEDINGS, 1962, pp. 17-25. It was well chosen. The term omits the adversary implications of the phrase "collective bargaining" and thus the NEA can still purport to represent the "community of educators" or the "total profession".
50. NEA, ADDRESSES AND PROCEEDINGS, 1962, p. 397.
51. NEA, ADDRESSES AND PROCEEDINGS, 1963, p. 465.
52. See NEA HANDBOOK, 1965-66.
53. According to the NEA's NATIONAL RESEARCH DIGEST ( October 1972 ), p. 19, the NEA had contracts in 1,710 public school systems with enrollments of 1,000 or more each. The AFT had contracts with only 103 comparable school systems.

## Chapter Two

1. On May 15, the CHRONICLE OF HIGHER EDUCATION reported that faculties at thirty-six four-year institutions had selected bargaining agents. Requests for contracts were sent to each of these institutions. By May 15, 1972, twenty-three indicated that they had completed negotiations. Three institutions requested prohibitively expensive reproduction fees and are omitted from this analysis. The Layton School of Art and Design is also omitted. The employee bargaining agent at Layton did not represent any faculty member at the rank of assistant professor or above. NEA and AFT faculty units at CUNY and SUNY have merged and bargaining units at these institutions are presently affiliated with both nationals. They are treated in this analysis as NEA affiliates. The CUNY contract is more clearly an NEA product, as the

original representative, the Legislative Conference, joined the NEA before negotiations began. The AFT unit merged only after negotiations revealed that they would lose check-off privileges. The NEA unit won the SUNY representative election. But the AFT unit merged before negotiations started. The New Jersey (NJSC) faculty, after its first round of negotiations was completed, rejected NEA affiliation and joined the AFT. In the analysis here, it will also be considered as an NEA affiliate.

2. See THE CHRONICLE OF HIGHER EDUCATION, vol. 8, no. 11 ( November 26, 1973 ), p. 8.
3. Moskow, op. cit., p. 45.
4. Ibid., pp. 34-35.

#### Conclusion

1. Moskow, op. cit., p. 34.
2. Ibid., p. 35.

APPENDIX ONE

Joint Statement Between Ashland College and the Ohio Conference, American Association of University Professors. 1972.

Agreement Between the Board of Trustees of State Colleges and The Boston State College Faculty Federation, American Federation of Teachers, Local 1943, AFL-CIO. 1972.

Agreement Between Bryant College of Business Administration and Bryant Faculty Federation, Local 1769, American Federation of Teachers, AFL-CIO. 1972.

Agreement Between Central Michigan University and Central Michigan University Faculty Association. 1971.

Agreement Between the Board of Higher Education of the City of New York and United Federation of College Teachers, Local 1460, AFL-CIO. 1969.

Agreement Between Long Island University and the United Federation of College Teachers, Local 1460, American Federation of Teachers, AFL-CIO. 1972.

Agreement Between Monmouth College and the Faculty Association of Monmouth College. 1971.

Agreement Between the Board of Trustees for the Nebraska State Colleges and the Higher Education Association of Nebraska. 1972.

Agreement Between the State of New Jersey and the Association of New Jersey State College Faculties, Inc. 1971.

Agreement Between the Board of Trustees of Oakland University and the Oakland University Chapter of the American Association of University Professors. 1971.

Collective Bargaining Agreement Between Association of Pennsylvania State College and University Faculties/Pennsylvania Association for Higher Education and Commonwealth of Pennsylvania. 1971.

Agreement Between the Administration of Pratt Institute and the United Federation of College Teachers, AFL-CIO. 1972.

Agreement Between Rhode Island Board of Regents and The University of Rhode Island American Association of University Professors. 1972.

Agreement Between the Administration of St. John's University, New York and the St. John's Chapter of the American Association of University Professors - Faculty Association at St. John's University. 1970.

Agreement Between the Trustees of Southeastern Massachusetts University and the Southeastern Massachusetts University Faculty Federation, Local 1895, American Federation of Teachers, AFL-CIO. 1970.

Agreement Between the Executive Branch of the State of New York and the Senate Professional Association. 1971.

Agreement Between the Board of Trustees of State Colleges and the Worcester State College Faculty Federation, Local 2070, American Federation of Teachers, AFL-CIO. 1972.

Agreement Between Rutgers, the State University, and Rutgers Council of the AAUP. 1971.

Agreement Between Rhode Island Board of Regents and Rhode Island College Chapter of the AFT, AFL-CIO, Local 1819. 1972.