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ABSTRACT

Faculty collective bargaining, once a radical departure in faculty-administration relations, is becoming a familiar and permanent feature on many campuses. Although faculty unionism has not yet reached the majority of 4-year colleges, it is of wide interest in higher education because of its wide potential for growth. To date, unions have varied widely in the relationships they have established with college administrations and in the range of issues they seek to cover in a collective bargaining agreement. This review discusses the effect of collective bargaining on faculty authority, contract administration, and the long-range implications inherent in collective bargaining. A 20-item bibliography is included. (Author/Pg)

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Research Currents

COLLECTIVE BARGAINING ON CAMPUS: RECENT EXPERIENCES

by Carol Herrstadt Shulman

Faculty collective bargaining, once a radical departure in faculty-administration relations, is becoming a familiar and permanent feature on many campuses. Although faculty unionism has not yet reached the majority of four-year colleges (Aussleker and Garbarino 1973), it is of wide interest in higher education because of its potential for growth. To date, unions have varied widely in the relationships they have established with college administrations and in the range of issues they seek to cover in a collective bargaining agreement.

FACULTY AUTHORITY

The academic community is very much concerned about the impact of collective bargaining on traditional patterns of faculty decisionmaking. The fear, present since the onset of faculty collective bargaining, is that unions will usurp the faculty's authority. The unions, however, contend that a union contract will give force to faculty power, where faculty previously depended on administration favor.

The effect of collective bargaining on faculty authority varies with each campus situation, but Joseph W. Garbarino suggests a helpful framework for examining this issue. He identifies three basic types of faculty unionism: (1) defensive unionism: describes why faculties organize; (2) constitutional unionism: identifies a process unions may introduce; and (3) reform unionism: describes the impact collective bargaining has on particular campuses (in Begin 1973).

Describing defensive unionism, Garbarino suggests that college faculties organize to give added force to an already established and accepted system of faculty authority over

areas such as governance, workload, appointments, and promotions (in Begin 1973). These faculties usually are on a single campus and organize because of financial, legislative, or other pressures that appear to threaten their position (in Begin 1973). For example, Garbarino suggests (1972) that the Rutgers faculty organized "largely to avoid the possibility that they might be included in an integrated [collective bargaining] unit with [all] the New Jersey State Colleges." However, an AAUP chapter spokesman at Rutgers¹ contends that the faculty organized to take advantage of a recently enacted state public employees relations law, not in a defensive response to the unionization at the state colleges.²

At institutions that do not have a preexisting tradition of faculty power, a collective bargaining contract establishes a faculty's role in institutional decisionmaking, a situation that Garbarino defines as "constitutional unionism," i.e., "in the absence of viable traditional forms of governance, the union is accepted from the start as the basic arm of faculty participation" (Garbarino, in Begin 1973). For example, institutions in the Massachusetts state college system, namely Boston and Worcester State Colleges, have negotiated, as part of their collective bargaining agreements, detailed governance systems that include faculty, administration, and student participation. Under the contracts, the faculties retain a "dominant role" in their specialized areas of interest—teaching appointments, promotion and tenure, workload, and faculty grievance procedures (Walters, in Begin 1973; see also Schuster 1974), but the effectiveness of faculty control is somewhat weakened because the colleges' boards of trustees, and, by delegation, their presidents, have final authority to make governance decisions (Walters).

Garbarino's third category, "reform unionism," describes those situations in which the impact of collective bargaining on an academic community is unusually great (Garbarino, in Begin 1973). In institutions such as the State University of New York (SUNY) and the City University of New York (CUNY) where one union negotiates for each university's entire professional staff,

the union provides the academic professionals as a group with a method of influencing deci-

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¹Rutgers chose the American Association of University Professors, while the state colleges voted for a National Education Association affiliate.

²Conversation with Donald Davies, March 18, 1974.

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sions about the policies of the system as a whole that may be much more effective than the traditional approaches to faculty participation would be (Garbarino, in Begin 1973, p.8).

Since the SUNY and CUNY unions enable the faculties to deal on an equal footing with a central bureaucracy that has preempted local campus authority (Semas 1973), the unions are serving a faculty reform need.

Although some unionized faculties point to gains in their governance authority due to collective negotiations, other teachers do not believe that collective bargaining can benefit them. Thus, in elections last fall, faculties rejected collective bargaining at Syracuse, Villanova, Antioch, Albion, and the University of Massachusetts, among others (Semas 1973b). In part, these negative decisions suggest faculty are satisfied with the decisionmaking power they have.

Similarly, the New York University faculty, in January 1974, voted 507 to 404 not to have a collective bargaining representative ("NYU Faculty" 1974). In a series of pre-election memoranda, the N.Y.U. dean of administration argued against collective bargaining because faculty unionization would mean representation by a "labor union" with its traditions of "exclusivity and compulsion" (Netzer 1973). He also predicted that a sharp division of responsibilities and privileges between faculty and management would replace N.Y.U.'s collegiality, and that unionization would in fact tend to limit the faculty's voice in decisionmaking. In particular, he reviewed the faculty role in retaining the Graduate School of Social Work, whose discontinuance was favored by most administrators, and he also described the engineering faculty's role in winning favorable terms for themselves in a merger with the Polytechnic Institute of Brooklyn. The dean further suggested that the faculty, to their detriment, would be excluded from similar "management" decisions under a collective bargaining agreement.

Some institutions have separated governance issues from union contracts, but there is some doubt this can continue. Union members argue that academic and economic decisions are too closely related to separate and must both be included in negotiated agreements (Semas 1973b). The Carnegie Commission on Higher Education's study of faculty collective bargaining supports the union viewpoint (Ladd and Lipset 1973). The study finds that although unions and faculty senates coexist initially, the senates eventually are weakened under collective bargaining. Henry L. Mason's discussion (in Schuster 1974) of faculty contracts also bears this out, as does a recent survey of 1972 faculty contracts, which notes a doubling of the number of governance items as compared to 1971 contracts (Goodwin and Andes 1972). Another writer (Wollett 1973) even argues that because successful negotiations require a balance between a strong employee organization and a strong management, academic self-governance (where the faculty is both governor and governed) cannot succeed with faculty unionism.

James P. Begin (1974) dissents from this view, and in his survey of four-year institutions contends that "there is no evidence to support a conclusion that collective bargaining has led to a significant dismantling of the traditional institution-wide or system-wide governance procedures such as senates or faculty councils." He notes that at Central Michigan University and at Rutgers University the administration views the faculty senates as even more actively engaged in policy matters than before collective bargaining took place. Begin comments on one two-year institution in

New Jersey where the faculty voted to dissolve when collective bargaining began. The leadership among the faculty senate, which was also the bargaining agent leadership, saw no solution to what they thought to be the competition between governance and collective negotiations. This was due, in Begin's observation, to "a difficult bargaining relationship and the newness of the institution and its governance system . . ." (p. 4). Yet in recent negotiations both parties presented proposals calling for the development of a new faculty senate. Begin goes on to say that at institutions with a longstanding policy about governance, the structures of governance have not been so easily done away with.

Begin's survey of collective bargaining contracts at four-year institutions shows great variety in the issues covered by these contracts. For example, the Rutgers (AAUP) agreement contains salary provisions, grievance procedures, and items such as a nondiscrimination and maternity leave provision. Here, the "senate's jurisdiction over changes in faculty personnel procedures (appointment, reappointments, tenure and promotions) and educational policy has not been reduced by the bargaining process" (Begin 1974, p. 5). Begin concludes that "the substantive jurisdiction of senates in the area of educational policy has for the most part appeared to remain intact" (p. 6).

If unions do, in fact, represent faculty in academic decisions, their views are likely to reflect the desires of faculty and professional staff who are *not* already active in or represented by the traditional academic senate. Ladd and Lipset (1973) found that teachers who participate in governance matters before unionization are from the conservative ranks of the faculty and are willing to work amicably with the administration. In contrast, pro-union faculty are likely to be

more liberal politically, more inclined to take an adversary posture with administration, and more favorable to a "program of immediate across-the-board benefits for the existing majority" (Ladd and Lipset, p 83).

Carr and VanEyck (1973) point out that faculty senates and unions differ in their organization and therefore in the constituencies to which they are responsible. Generally, the seats in faculty senates are allocated on a proportional basis among various departments, divisions, schools, and colleges. In contrast, unions choose representatives on the basis of one vote for each member. Unionization thus shifts power to junior faculty and nonteaching professionals and Carr and VanEyck are concerned that minority and majority viewpoints may not be represented as they have been in a faculty senate.

Another concern of those interested in faculty collective bargaining is the possibility of tradeoffs that may occur during the negotiation process. Particular attention is focused on the concept of "productivity bargaining," in which the administration offsets benefits gained for the faculty by increasing the "productivity" or workload (Garbarino 1972). But experience to date indicates that faculty have not been required to accept great workloads in return for higher salaries (Carr and VanEyck 1973).

CONTRACT ADMINISTRATION

College administrators are concerned with the way contract administration—particularly the grievance procedure—will affect institutional quality; e.g., will it lower the quality

of the faculty? They fear that the threat of the grievance procedure will act as a deterrent to making negative decisions on reappointments, promotions, and tenure, and that the quality of the faculty will not be maintained or improved when unions or individual teachers can contest unfavorable decisions through the grievance machinery. Administrators especially object to the possibility that professional arbitrators can make binding decisions on matters that involve academic judgment. These college officials argue that labor arbitrators will substitute their uninformed judgment on academic matters for the views of those more familiar with academic problems (Newton, in Begin 1973). One author suggests that collective bargaining harms the professionalization process that takes place in a department or discipline as new members enter the field:

Collective bargaining weakens the force of this tradition and the grievance machinery supplies the means to those who are ready to challenge the claim to professional objectivity of their colleagues (Chernick, in Begin 1973, p. 48).

It has also been argued that the demands of the grievance process will impose on faculty and administrators an evaluation system that is "both more rational and just than had existed before" (Doherty, in Begin 1973).

The City University of New York (CUNY) probably has had the most extensive and certainly the most widely discussed experience with administration contract complaints. David Newton, the Vice Chancellor of Faculty and Staff Relations of CUNY, reports that over 800 grievances were filed in the CUNY system during the 1969-1972 contract period, and that over 95 percent of these complaints concerned decisions on reappointment, promotion, and tenure (in Begin 1973). Interestingly, Newton observes that

Over 98 percent of the cases were not leveled against the University. They were, rather, charges filed in objections to actions of the faculty *qua* faculty, to academic judgment by peers, or to actions of department chairmen who, paradoxically, are themselves members of the collective bargaining unit represented by the union (p. 63).

The grievances are nominally lodged against the university, since its representatives make the official decision.

Newton (in Begin 1973) attributes the large grievance caseload at CUNY to three factors. First, the CUNY academic community, a mixture of institutions with a variety of procedures, had to become accustomed to conforming to the constraints of a collective bargaining agreement applicable to all colleges in the CUNY system. Second, the separate unions for parttime and fulltime staff competed with each other and attempted to win members by invoking formal grievance procedures rather than agreeing to informal settlements. Newton hopes that the merger in 1972 of these two unions with the professional staff congress will alleviate some of the grievance caseload.³

Third, Newton suggests that the CUNY grievance and arbitration procedures were used to challenge the principles of academic peer judgment and a probationary period before award of tenure. For example, Newton (in Begin 1973) cites the case of a Brooklyn College teacher who was denied tenure "on the basis of academic judgment by peers." Be-

³However, faculty members are still free to process a grievance without union aid.

cause procedural errors under the contract had been made, the university offered to comply with the contract by granting a one-year appointment without tenure and reevaluating the teacher. The teacher and the union refused this offer and took the case to an arbitrator, who upheld their arguments. However, the university appealed this decision and it was overturned by the Appellate Division of the New York State Supreme Court, which had approved the university's original offer.

In the current CUNY contract a new procedure was added to deal with the problem of an arbitrator's involvement in academic judgment. Under the new procedure, when an arbitrator sustains a grievance in a case involving a failure to appoint, promote, or reappoint, he cannot determine that the grievant be made whole. Instead, if the arbitrator believes that fair academic judgment cannot be reached through normal grievance channels, he sends the case to a specially appointed faculty committee to make a final determination in the case (*Agreement Between the Board of Higher Education . . . 1973*).

Carr and VanEyck (1973) also comment that union representatives may use the arbitration process, as they have done in industry, to win benefits for their members that they could not gain during collective bargaining. In this connection they cite a university counsel who recommends that

[T]he governing board's team should strive for contract language at the negotiating table that is as precise and detailed as possible. . . . The phrasing of the contract should be done . . . with thought given to the arbitrator who may later be called upon to interpret and apply the language in grievance cases (Carr and VanEyck, p. 236).

Given the potential problems with a contract covering a wide range of issues, administrators at Central Michigan University (CMU) are understandably pleased with the contracts they have negotiated with the faculty union. The contracts do not cover hiring, promotion, or workload, and are limited to salaries, fringe benefits, and directly related conditions of employment. CMU administrators believe that the narrow scope of these contracts has allowed them to improve the quality of the university without conflicting with the aims of the union (Semas 1973).

LONG-RANGE IMPLICATIONS

Commentators on faculty collective bargaining are concerned with its long-range impact on the academic climate on campus, recognizing that unionization places administration and faculty in adversary roles. Donald H. Wollett, a proponent of collective bargaining, makes this fact clear:

Collective bargaining amounts to a turning away from collegiality and self-governance and a moving toward an adversarial system which recognizes that the central fact of life in the academy is that there are those who manage and those who are managed. . . . that conflicts arise from [this relationship], and that in a collective bargaining system they are resolved by a process predicated upon the proposition that people whose interests conflict are, at least in respect of those conflicts, adversaries (Wollett 1973, p. 9).

Wollett argues that faculty who make an informed decision for collective bargaining should be aware of this adversary relationship.

Wollett also contends that administration and faculty may both benefit under this adversary relationship. He argues that since collective bargaining requires strong and efficient management, ineffective administrators will be exposed and institutional accountability strengthened. He suggests that faculty would benefit from noninvolvement in managerial decisions that are "time-consuming and economically unrewarding." Also, faculty would gain from contracts that effectively deal with academic freedom, performance evaluation, and probationary periods.

Edward J. Bloustein, president of Rutgers University, accepts the adversary relationship collective bargaining imposes, but suggests that this relationship existed before unionization was achieved and that a union merely makes this fact public and becomes the "current agent" of a preexisting polarization. However, the Chancellor of the City University of New York perceives a real shift in his campus atmosphere since the onset of collective bargaining, and he views it with disfavor. He observes:

Administrators and faculty have treated each other as equal partners in a common task. . . . [but under collective negotiations] there is a tendency to borrow both words and tactics from industrial unionism . . . [and] real animosities begin to develop (Semas 1973, p. 9).

Beyond the problem of the faculty-administration relationship, there is the possibility of conflict within the collective bargaining unit itself. Since academic units generally include members who are "nonteaching professionals," union negotiators may find that the interests of different groups within their unit may conflict with or at least impinge upon one another. For example, Garbarino (1972) suggests that in the CUNY contract the substantial salary gains won by community college faculty may be offset by increasing the workload of faculty in other ranks. Consequently, "internal stresses are built up in the union" (Garbarino 1972).

The literature on faculty collective bargaining still deals largely in anecdotal discussions of a particular campus's experience with unionization. There have been few thorough studies about how faculties organize and why, or on the topic of contract administration. This situation is changing. Efforts are underway to develop sources for information and expertise to deal with faculty collective bargaining. Under the aegis of The National Center for the Study of Collective Bargaining in Higher Education⁴ (the Baruch College, City University of New York), researchers there are examining problems of faculty collective bargaining; and researchers at other centers for higher education are also conducting detailed studies (e.g. Mortimer and Lozier, 1974). The Carnegie Corporation of New York is sponsoring several studies. In addition, the Academic Collective Bargaining Information Service⁵ in Washington, D.C., sponsored by three large higher education organizations, was recently established to collect and disseminate current information on collective bargaining activity. It would appear that the higher education community's initially apprehensive and uninformed response to collective bargaining is giving way to acceptance, however grudging.

BIBLIOGRAPHY

- Allcn, John C. (compiler). *Collective Bargaining in Higher Education. With Keyword Index*. Bibliography No. 2. New York: The National Center for the Study of Collective Bargaining in Higher Education, Baruch College, forthcoming.
- Aussleker, Bill, and Garbarino, J.W. "Measuring Faculty Unionism: Quantity and Quality." *Industrial Relations* 12 (May 1973): 117.
- Begin, James P., ed. *Academics at the Bargaining Table: Early Experience*. Proceedings of a Conference Held on October 26, 1972, University Extension Division, Rutgers University. The State University of New Jersey, 1973. ED 082 701. MF-\$0.65; HC-\$3.29.
- _____. *Faculty Governance and Collective Bargaining: An Early Appraisal*. Washington: Academic Collective Bargaining Information Service, 1974.
- Bloustein, Edward J. "Collective Bargaining and University Governance." Presentation at the Annual Meeting of the Association of American Colleges, January 15, 1973. ED 074 928. MF-\$0.65; HC-\$3.29.
- Carr, Robert K. and VanEyck, Daniel K. *Collective Bargaining Comes to the Campus*. Washington, D.C.: American Council on Education, 1973.
- City University of New York. *Agreement Between the Board of Higher Education of the City of New York and Professional Staff Congress/CUNY*. New York: CUNY, 1973.
- Doherty, Robert E. "The National Labor Relations Act and Higher Education: Prospects and Problems." *NACUBO Professional File* vol. 4, no. 4, June 1973.
- Garbarino, Joseph W. "Faculty Unionism: From Theory To Practice." *Industrial Relations* 11 (February 1972): 1.
- Goodwin, Harold I. and Andes, John O. *Collective Bargaining in Higher Education: Contract Content-1972*. Department of Education Administration. Morgantown: West Virginia University [1973].
- Hewitt, Raymond G., ed. *The Effects of Faculty Collective Bargaining on Higher Education. Proceedings of a Conference Held in Boston, Massachusetts*. Wellesley, Massachusetts: New England Board of Higher Education, 1973. ED 074 918. MF-\$0.65; HC-\$6.58.
- Kahn, Kenneth. "The NLRB and Higher Education: The Failure of Policymaking Through Adjudication." *UCLA Law Review* 21 (October 1973): 63-180.
- Ladd, Everett Carl, Jr. and Lipset, Seymour Martin. *Professors, Unions and American Higher Education*. New York: The Carnegie Foundation for the Advancement of Teaching, 1973.
- Mortimer, Kenneth P. and Lozier, Gregory G. *Collective Bargaining: Implications for Governance*. The Center for the Study of Higher Education, Report No. 17. University Park: The Pennsylvania State University, June 1972. ED 067 059. MF-\$0.65; HC-\$3.29.
- Netzer, Dick. *Memorandum to Members of the Full-Time Faculty and Librarians. Issues in Collective Bargaining*, nos. I, II, III, IV. New York: New York University, 1973.
- "NYU Faculty, In 507-504 Vote, Rejects Bargaining." *The Chronicle of Higher Education*, January 21, 1974.
- Schuster, Jack H. *Encountering the Unionized University*. New Directions in Higher Education, Issue No 5. San Francisco: Jossey-Bass, forthcoming.
- Semas, Phillip W. "Faculties at the Bargaining Table," A Special Report, *The Chronicle of Higher Education*, November 26, 1973.
- _____. "Four More Faculties Reject Unionization; Run-Off Due At New York University." *The Chronicle of Higher Education*, November 26, 1973.
- Wollett, Donald H. "Historical Development of Faculty Collective Bargaining and Current Extent." Paper presented to the First Annual National Conference of the National Center for the Study of Collective Bargaining in Higher Education. Baruch College, New York City, April 12, 1973.

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