The recent advance of collective bargaining into higher education is such that many colleges and universities may anticipate several changes of potentially major proportions in their decision-making patterns. One feature of collective bargaining is the discontent on the part of many faculties to rely on informal or noncodified procedures in matters relevant to the terms and conditions of their employment and to the provisions for faculty participation in institutional decisionmaking. As a result, collective bargaining portends to interject major changes in faculty-administration relations in higher education. The major thrust of this paper is an analysis of some of the implications that collective bargaining has or is likely to have on traditional modes of academic governance. The authors review the governance-related provisions in 31 collective bargaining contracts, and an exhaustive search of the literature has provided an extensive bibliography on the topic of collective bargaining in higher education. (Author/HS)
Collective Bargaining: Implications for Governance

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Center for the Study of Higher Education, The Pennsylvania State University
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Introduction

The recent advance of collective bargaining into higher education is such that many colleges and universities may anticipate several changes of potentially major proportions in their decision-making patterns. One feature of collective bargaining is the discontent on the part of many faculties to rely on informal or noncodified procedures in matters relevant to the terms and conditions of their employment and to the provisions for faculty participation in institutional decision making. As a result, collective bargaining portends to interject major changes in faculty-administrative relations in higher education.

The major thrust of this paper is an analysis of some of the implications that collective bargaining has or is likely to have on traditional modes of academic governance. The authors have reviewed the governance-related provisions in thirty-one collective bargaining contracts, the summary of which appears in Appendix A of the report. In addition, an exhaustive search of the literature has provided an extensive bibliography on the topic of collective bargaining in higher education, which appears in Appendix B.

The Extent of Collective Bargaining

As of May, 1972, formal recognition had been granted to faculty associations on 254 campuses in 167 colleges and universities in-
volving approximately 15 percent of the nation's faculty.\textsuperscript{1} Better than 85 percent of the agencies are located in eight states — New York, New Jersey, Michigan, Wisconsin, Massachusetts, Illinois, Washington, and Kansas. The above data include only situations in which formal recognition has been granted. There may be as many as 800 other institutions in which faculty associations "meet and discuss" terms and conditions of employment with representatives of the board.\textsuperscript{2}

These 167 colleges and universities include 121 two-year and 46 four-year institutions with formally recognized bargaining agents. Among the four-year colleges are the SUNY and CUNY systems in New York, the New Jersey, Pennsylvania, and Nebraska State Colleges, six of the nine Massachusetts state colleges, St. John's University, Rutgers University, Central Michigan University, Southeastern Massachusetts University, Oakland University, and the University of Wisconsin (teaching assistants only). Between 35 and 40 of these colleges and universities chose bargaining representatives between summer 1971 and May 1972, and developments from one month to the next assure that the extent of bargaining will continue to grow.

\textsuperscript{1} The Chronicle of Higher Education 6 (May 15, 1972): 2.

The first steps which could lead to bargaining have been taken in a number of other four-year institutions including the University of Hawaii, Temple University, and The Pennsylvania State University branch campuses. Run-off elections are still to be conducted at Wayne State University and Eastern Michigan University, where there was no majority winner in the initial election.

Two major legal developments have provided added momentum to the move toward collective bargaining. First, approximately twenty states, including New York, Pennsylvania, New Jersey, Hawaii, and Michigan, have passed enabling legislation which compels public institutions to recognize duly chosen bargaining representatives, or have enacted permissive legislation which does not specifically prohibit bargaining with public employees. However, less than half of this state legislation covers, or is interpreted to cover, private educational institutions. Second, in 1970 the National Labor Relations Board (NLRB) filled the void in state legislation for private higher education by assuming jurisdiction over private postsecondary institutions with gross revenues of over one million dollars. These legal developments are significant because, although enabling legislation does not require collective bargaining, it does


remove many of the barriers which prohibit it. Experiences in
New York, New Jersey, and Pennsylvania show that state enabling
legislation is closely followed by several petitions for certifica-
tion of bargaining agents in public institutions and that the NLRB
ruling has had a similar impact on private institutions.

There can be little doubt that collective bargaining has become
an important feature of American higher education. It also is
apparent that there are some important distinctions between collective
bargaining and more traditional modes of faculty-administrative
relations. Some of these distinctions are discussed below.

Shared Authority and Collective Bargaining

Much of the current literature in higher education supports
a governance system that implements the concept of sharing authority
among interdependent constituencies in the academic organization.
The term "shared authority" itself is applied to a wide range of
decision-making practices. There are three models of shared
authority: joint participation in decision making; agreements to
separate jurisdictions among interdependent constituencies; and
collective negotiations. As one moves from joint participation
to collective negotiations the tenor of relationships between the

5 See "Statement on Government of Colleges and Universities,"
AAUP Bulletin LII (Winter, 1966): 375-379; Faculty Participa-
tion in Academic Governance; Report of the AAHE Task Force on
Faculty Representation and Academic Negotiations, Campus Governance
Program (Washington, D.C.: American Association for Higher Education,
1967); and Morris Keeton, Shared Authority on Campus (Washington,
faculty and administration changes from one of mutual influence and persuasion to reliance on codified, formal authority relations embodied in a legally binding agreement.

The most common heuristic comparison to illustrate this continuum is the contrast between an academic senate, presumably an example of joint participation and/or separate jurisdictions, and collective negotiations. Five distinctions can be drawn between senates and collective bargaining.

First, although senates may have some basis for their existence in the documents of the institution, their scope of operations is dependent upon board or administrative approval. In some cases, changes in senate structures and operations are mandated by the board. For example, in June 1970, the Board of Trustees at The Pennsylvania State University issued, without substantial prior consultation, a directive which significantly restricted the Senate's scope of operations. In contrast, no such unilateral change could be made in the structure of a faculty bargaining agent or in the terms of a negotiated contract without prior approval of the agent and its governing body.

Second, academic senates normally are dependent on institutional appropriations for their operating funds. In California the legislature cut by approximately 40 percent the 1970-71 budget request of The University of California Academic Senate. This type of action
severely restricts the extent to which senates can engage staff support to further their work. A faculty association or union relies on a dues structure for its financial support. A local association will often receive additional funds and support services from its national affiliate to help bear the costs of election campaigns and the negotiation process. Senates often experience some difficulty in obtaining the necessary actuarial and legal expertise which associations or unions maintain through national affiliates.

Third, many senates are based on individual campuses and do not reflect the statewide or multicampus nature of much of higher education. Where statewide senates are in existence they have yet to develop substantial lobbying or political power with state legislatures. Some associations, particularly the National Education Association and the American Federation of Teachers, claim they have such lobbying power and are active in attempting to influence the political decision-making process as it applies to the interests of education.

Fourth, the membership of senates usually includes faculty, administrators, and, more recently, students. In some cases the administration tends to dominate the senate. Faculty associations are more clearly dominated by faculty members—some even exclude administrators from their membership. In cases where the negotiation

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process was started, there is a legally binding separation between administrators (management) and the faculty (employees), imposed by the definition of who is in the "faculty" bargaining unit. Students seldom are involved in collective negotiations.

Fifth, senates are likely to be less concerned about adequate grievance and appeal mechanisms. They often do not provide an avenue of appeal from their own decisions. A decision is not correct merely, as Lieberman argues, because a senate or one of its committees has made it. Associations negotiating contracts will almost always specify an avenue of appeal from decisions made by either the faculty or the administration.

These are some of the essential differences between the senate model, as an example of sharing authority through joint participation--separate jurisdictions, and the collective-negotiations model. While these two approaches to the sharing of authority, may not be mutually exclusive, they do appear to be at opposite ends of a continuum. It is possible that senates could negotiate binding contracts as they have at Macomb County Community College (Michigan) or collaborate with a faculty agent as at St. John's University. It is also possible, in cases where some other agent negotiates a contract, that a senate will find it very difficult to maintain

its precontract scope of operations. In other cases, a contract may find it possible to coexist with a separate bargaining agent.

It does seem apparent that collective bargaining encourages the separation of the faculty and the administration in that it tends to eliminate administrative control over association activities, to create a faculty group with its own financial resources and with separate access to governmental agencies, and to result in a legally binding definition of who is management and who is labor. Collective bargaining, through its emphasis on grievance procedures, tends to codify the policies and procedures which will provide the framework for many future contacts between faculty and administrators. The operational ramifications of this separation and codification of faculty-administrative relations are as yet unclear, but there are some apparent directions.

Definition of the Bargaining Unit

A significant decision affecting future faculty-administrative relationships is the determination of an appropriate bargaining unit. This decision establishing the division between management and employees often is not made by the institutions themselves. The agencies which have authority in unit determination are the National Labor Relations Board (NLRB) for private institutions, and state labor relations boards for public institutions.

In its earliest rulings the NLRB, formed by the National Labor Relations (Wagner) Act of 1935, established a precedent for
seeking a "community of interest" in determining appropriate bar-
gaining units in business and industry. Common interests and
desires of groups of employees, their prior history, customs, and
patterns of negotiations, and the extent to which employees already
were organized were variables utilized to assess a bargaining unit's
community of interest. In contrast, to determine exclusion from
the unit, prime consideration was placed upon an individual's super-
visory activities, such as the extent of his involvement in personnel
affairs.

Additional questions must be answered in higher education. Do
those who are not full-fledged faculty, e.g., those with part-time
appointments, librarians, and student personnel staff, share a
"community of interest" with the faculty? Should deans and depart-
ment chairmen be classified primarily as faculty members rather
than as supervisors, and therefore be given representation in the
bargaining unit? In a number of instances librarians (except for
chief, or head, librarians), laboratory assistants and technicians,
counselors, and student personnel staff are being included in
the bargaining unit with the faculty. For example, about 27 percent
of the SUNY bargaining unit is made up of nonteaching professionals.
Regardless of the purposes or reasons for previously keeping the
two groups separate, collective bargaining has now forced them
into one common unit. In contrast, on the Buffalo (SUNY) campus
nonfaculty professionals did not have representation on the senate,
nor were they eligible to become members of the local American Association of University Professors (AAUP) chapter, one of the national associations vying for bargaining status. At the AAUP's annual meeting in May 1972, during which the Association made a new and stronger commitment to collective bargaining, an amendment was adopted which eliminates the conflict created by non-AAUP members' being a part of the AAUP bargaining unit. In the future, nonacademic professionals who are included in the bargaining unit may obtain AAUP membership.

The definition of a bargaining unit at the City University of New York (CUNY) appears unique. CUNY has an approximately equal number of full-time faculty with academic rank and instructors with the titles of lecturer or teaching assistant. Many of the latter teach on a part-time basis, and are dependent upon other employment for their primary source of income. The New York Public Employment Relations Board (PERB) ruled that two bargaining units should be established and separate elections held. (As will be noted later, this decision had significant bearing upon the eventual choice of a collective bargaining agent.) Factors other than employee status also may be involved in unit determination. At Fordham, a private institution, the NLRB ruled that the law school faculty was discrete enough to constitute a separate bargaining unit. This and other such decisions may result in a proliferation of elections and bargaining agents.
In general, labor-relations boards are concluding that many nonfaculty professional staff, though not primarily concerned with teaching, share a community of interest with the teaching faculty. The lists of titles included under the Definition of the Bargaining Unit in Appendix A show that the unit includes on a regular basis librarians, counselors, and research technicians. The activities of these nonfaculty staff are being considered as supportive of, and clearly associated with, the activities of the faculty. Collective bargaining is challenging some of the barriers between the faculty and support personnel, and may result in the development of new alliances within the university for the establishment and implementation of policy.

In answer to the question of who is supervisory, academic deans quite clearly are management and excluded from the bargaining unit, although assistant and associate deans, based upon their administrative as opposed to supervisory responsibilities, are included in the SUNY unit. There is more ambiguity, however, about the position of department chairman, especially when four-year institutions are compared with community colleges.

Our analysis of eight contracts for full-time faculty in four-year institutions (Southeastern Massachusetts University, Central Michigan University, New Jersey State Colleges, Bryant College of Business Administration, City University of New York, Oakland University, Rutgers University, and St. John's University)
revealed that department chairmen at these universities were included in the bargaining unit. In an analysis of twenty-one community college contracts the authors found seventeen institutions in which the language was clear enough to indicate the status of department chairmen. Fourteen of these contracts excluded the department chairmen from the unit. A report on faculty contracts in Michigan public community colleges showed that only four of twenty-four colleges specifically include department or division chairmen in the bargaining unit. This seems to be consistent with the hierarchical structure of many two-year colleges where the department chairman tends to be viewed as a representative of the administration.

In cases where the department chairmen are in the unit, there may be some revision of their position as representatives of the faculty. The 1969-72 CUNY contract for full-time faculty members includes department chairmen in the bargaining unit. For the past two years there has been considerable discussion about whether department chairmen at CUNY should continue to be elected by majority vote of all department members having faculty rank. Some administrators advocated a change, to have department chairmen

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appointed by and accountable to the president and the board.\textsuperscript{10} The faculty, through its bargaining agents and senates, has consistently opposed this proposal, but to no avail. Department chairmen at CUNY are now appointed by the administration and it remains to be seen whether their roles will change as a result.

In those institutions where department chairmen are excluded from the bargaining unit or become identified as management's representatives, an interesting and new role may develop within the department. In industry, a group of workers is supervised by a job foreman who represents management. The position of shop steward has been established to represent the employees. It is possible that within the academic department, the department chairman clearly will be management's representative, while another faculty member will be chosen to speak for the department's faculty on those issues related to the collective bargaining agreement. In those institutions where adversary relations between the faculty and the administration dominate, departments may have both chairmen and department stewards.

Collective Bargaining, Presidents, and Boards

Collective bargaining may also significantly modify the relations between faculty and other administrators, especially the

The position the president and his central administrative staff take relative to collective bargaining may be crucial in determining whether future faculty-administrative relations will assume an adversary or a more cooperative posture.

There are restrictions on a president's freedom to discuss his personal feeling and attitudes about collective bargaining with the faculty. Both federal and state labor legislation typically forbids employers from interfering, restraining, or coercing employees in their organizing activities or inclinations. Some presidents have attempted to dissuade their faculty from associating with organizations favoring collective negotiations, or from voting for an agent. For example, one community college president distributed several presidential bulletins to the faculty, noting the inappropriateness of unions in higher education and the disadvantages of the collective-bargaining process. The local faculty association seeking recognition as a bargaining agent was informed by its state organization that according to state law this type of interference clearly constituted an unfair labor practice and entitled the local association to file charges against the president. The New York Times documents similar charges against the Chancellor of the City University of New York for issuing, prior to representative elections, a partisan brochure opposed to collective negotiations, a violation of New York law prohibiting overt attempts by the employer to influence
the outcome. In the absence of collective bargaining, presidents and other representatives of management have been relatively free to direct and/or influence faculty activities. Collective bargaining has the potential of removing the presidents from such positions of influence and further reducing the informal ties between faculty and administration. Once a petition for an election has been filed it is hazardous for a president to adopt a position either for or against collective bargaining.

Once a bargaining agent is chosen, the role of the president and his staff will vary with the circumstances. The contract for public multicampus institutions is negotiated with a statewide office, as is the case for the Pennsylvania State Colleges and University where the contract is being negotiated with a state executive agency, the Office of Administration. A significant number of institutions are negotiating their contracts with a city or county board of education which may have jurisdiction over several community colleges, or even over all levels of education, kindergarten through college (see Table III, Appendix A). In all of these situations (statewide, county, or city negotiations), the campus president and his staff assume their primary responsibilities only after the agreement has been

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negotiated and they become responsible for administering the contract and for applying any local provisions. Typically the campus president is mentioned in the grievance procedures and is responsible for implementing this and other provisions of the contract. In a single campus institution, the association representing the faculty unit usually negotiates with representatives of the Board. In such instances the president or his representative becomes part of the management team in contract negotiations.

The rhetoric in higher education indicates that institutional boards of control have ultimate authority and accountability for all institutional decisions. In reality a host of external controls impinge on this authority, especially in public institutions. Essential economic decisions are being influenced, and sometimes dictated, by politicians, budget technicians, statewide coordinating agencies, and state legislatures. For the purposes of collective bargaining, public boards seldom have the legal power to negotiate binding financial agreements (contracts) requiring additional funds; their ability to attain the necessary funds relies upon their powers of persuasion and their capacity to influence the appropriate external agencies. Because of these external restrictions, contracts negotiated by public boards often contain a clause or article such as the following:

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit
its implementation by amendment of law or by providing
the additional funds therefor [sic], shall not become
effective until the appropriate legislative body has
given approval.12

In many instances, the ultimate status of a contract is dependent
on legislative approval of appropriations to cover salary increases
and other economic benefits in the contract. There are other, less
understood, issues which also may require legislative action. The
qualifications for various academic ranks, sabbatical leaves and
promotion policies, and many other aspects of personnel policies
in Pennsylvania’s state colleges are a matter of state law. Some
negotiated changes in these policies may have to be the subject
of legislative action to achieve implementation. The contract for
the Pennsylvania State Colleges and University is being negotiated
with the state Office of Administration, but some of its fiscal
and personnel policy provisions may have to be validated by the
Pennsylvania Legislature.

By its very nature, collective bargaining is an adversary
process. The major concern about administrative and trustee
involvement is whether the adversary process of negotiating an
agreement carries over to other areas of faculty-administrative-
trustee relations. Although the answer may depend on the personalities involved and the previous tenor of these relationships, it

12"City University of New York Agreement Between the Board
of Higher Education of the City of New York and United Federation
of College Teachers Local 1460, AFL-CIO," Article XXX, Legislative
Action, p. 25.
is difficult to foresee how colleges and universities can effectively separate relationships which operate in collective bargaining from those operative in other areas of academic decision making.

The adversary, or competitive, environment of collective bargaining is not limited to relations between faculty and administration. Competition among faculty associations is also inherent in the process.

Exclusivity and Competition Among Associations

Exclusivity is a fundamental tenet of collective negotiations in both public and private higher education. It requires that one and only one bargaining agency represent equally all employees in the unit. There are three major national associations (The American Federation of Teachers - AFT, The National Education Association - NEA, and the American Association of University Professors - AAUP) as well as some local independent organizations, competing for representation rights. Exclusivity makes winning an election extremely important to these associations. Once an election is held, the winner is sole representative of the employee unit for the duration of a negotiated agreement. Within this time, the right to exclusivity gives the "in" association the opportunity to improve upon its position. As an example, if the employer agrees to a dues check-off (collection of association fees from faculty payrolls) solely for the negotiating agent and denies this privilege to all other faculty associations, this association is given a
clear competitive advantage in not only maintaining, but increasing its membership. Of those contracts reviewed in Appendix A, only two specify provisions which permit voluntary dues check-off for associations other than the bargaining agency. It is possible that exclusivity could lead to the development of union or agency shops, when permissible under state legislation. In a union shop all members of the employee unit must join the representative association, while in an agency shop all members of the unit must pay a fee to the association, usually equivalent to membership dues. In Michigan, where agency shops are permissible under state law, three of the eight two-year college contracts reviewed for this study are already operating under agency-shop provisions of employment (See Table III, Appendix A).

The competition between competing associations creates what are in essence political issues. Pressures to enlist members and win or retain representative status contribute to the political atmosphere. The competition requires the development of an experienced bargaining staff, and the funds necessary to support both this staff and the expenses accrued during elections and negotiations. Local associations find it difficult to muster these resources and to maintain their independent status. After the elections at both the City University of New York and the State University of New York, the Legislative Conference of the former and the Senate Professional Association of the latter affiliated
with the National Education Association, partly because neither local association could sustain the entire cost of election campaigns and contract negotiations.

Another key political issue at CUNY was the decision to have two separate bargaining units and elections. The United Federation of College Teachers (UFCT-AFT) had pressured for the adoption of a single unit, but the state PERB ruled against this position. The part-time professional unit elected the UFCT-AFT as its agent by giving it 1,634 of the 3,263 votes cast. In a run-off election for the full-time professional staff, the Legislative Conference won by a margin of 2,067 to 1,634. Had the PERB decision ruled for one inclusive unit, the UFCT-AFT might have won the entire election. However, developments in spring 1972 have created circumstances which may drastically alter the collective bargaining scene at CUNY. The two bargaining associations have merged and petitioned the PERB to unite the two units. The CUNY administration, on the other hand, has taken the position that the units should remain separate and that a third unit should be created for the professional support personnel. This issue must be resolved before the current contracts which expire August 31, 1972, can be renegotiated.

There also is likely to be some competition between traditional faculty organizations, such as senates, and unions. The American Association for Higher Education governance report
suggested that it has been the objective of most campus unions merely to apply pressure to senates, the administration, and conservative faculty associations. Israel Kugler of the American Federation of Teachers also has written that unions and senates should complement one another. Rather than being opposed to senates, the Federation seeks to achieve full, not merely advisory, authority for senates in such professional areas as curriculum, enrollment policies, and academic standards. William Hayward of the New Jersey Education Association (NJEA-NEA) has stated that in New Jersey, where the six state colleges have adopted collective negotiations, the NJEA, the representative agency, has attempted to work side by side with faculty senates. He suggested that the two organizations do not compete, but serve different functions.

There are far more people, however, who anticipate that an inevitable conflict exists between collective bargaining and

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13 Faculty Participation in Academic Governance, p. 37.


15 In Elam and Moskow, Employment Relations in Higher Education, p. 80.
In several collective-bargaining elections, faculty senates have filed for inclusion on the ballot. In the preelection proceedings at SUNY, the American Federation of Teachers contended that the Faculty Senate of the University was an inappropriate employee organization as defined by the New York State Public Employees' Fair Employment (Taylor) Act. The Federation contended that the Senate's financial dependence upon the University and its inclusion of nonfaculty administrators in its membership constituted the establishment of a company union. The Public Employment Relations Board ruled that the Senate was an employee organization within the definition of the Taylor Law. The Board also noted, however, that since the issue was not properly raised in the proceedings, their decision did not deal with the collateral issue of whether the Senate was in fact employer-dominated. At Eastern Michigan University, the AFT affiliate asked again that the faculty

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...enate be disbanded as a company union, barred under Michigan labor law definitions. The issue to date has not been adequately resolved, and it is possible that at some future time a senate will be ruled an employer-dominated company union.

In institutions where both a senate and a separate bargaining agent attempt to operate there is likely to be a conflict over their respective jurisdictions. The bargaining agent will assume many of the functions senate committees formerly performed, including the activities of committees on faculty welfare, personnel policies, and grievances. Some bargaining agents have attempted to get their respective faculty senate's constitution and bylaws written into the contract, thereby giving the senate binding authority rather than advisory status. Other contracts have sought to provide assurances that both the bargaining agent and other decision-making structures will be involved. The agreement with St. John's University stipulates that the Senate as well as other existing and duly constituted organizations shall continue to function as long as they do not interfere with or modify the bargaining contract. At Central Michigan University, the contract stipulates that two members of a professional awards committee will be appointed by the Academic Senate. The agreement with Bryant College in Rhode Island dictates that the Curriculum Committee and theRank and Appointment Committee will have five voting members to be elected from the faculty by the Faculty Federation. The collective bar-
gaining agreement for the Community College of Philadelphia designates that standing committees shall be composed of an equal number of administrators, employees, and students. Employee representatives of these committees are to be appointed by the faculty bargaining agent. (For additional examples, refer to the "Statement on Academic Governance" sections in Tables I and II, Appendix A.)

As seen in these examples, it is not possible to make any blanket statements about the inevitability of conflict between coexisting senates and bargaining agents. Very likely, incompatibility will be the result in some institutions. In others, the two organizations may find convenient and compatible accommodations which will strengthen the effectiveness of each group. Senates may continue to operate in those areas not covered in the contract. The major issue is whether such matters as educational and curricular policy, admissions, tenure, and academic freedom will be left to a senate or will be included in the contract. This issue in turn depends upon the definition of the scope of negotiations.

Scope of Negotiations

Discussions about collective bargaining tend to concentrate on salaries, fringe benefits, and other conditions of employment. The full scope of collective negotiations is, however, "up for grabs." As Ray Howe of Henry Ford Community College in Michigan, one of the earliest colleges to feel the impact of a faculty strike,
has so aptly put it, "I know of no practical limits upon the
negotiability of any items affecting the college. The determina-
tion of what is negotiable is itself negotiable."\textsuperscript{17} It is not at
all risky to surmise that existing contracts may not reflect the
situation which will develop by 1980. The scope of contracts is
likely to broaden. Ralph Brown has detailed how a collective bar-
gaining agency can absorb what have been traditional areas of
faculty control.

First, the matter of salaries is linked to the matter of
workload; workload is then related directly to class
size, class size to range of offerings, and range of
offerings to curricular policy. Dispute over class
size may also lead to bargaining over admissions policies.
This transmutation of academic policy into employment
terms is not inevitable, but it is quite likely to
occur.\textsuperscript{18}

Not all of the items sought in collective bargaining agree-
ments are included in the final contract. One might look to
such proposals for an indication of what the bargaining agent
considers negotiable. The proposals of the Legislative Conference
at CUNY, a case in point, show the expandability of "terms and
conditions of employment." The Conference wanted a series of
clauses in the contract under the general heading of "Faculty

\textsuperscript{17}In Elam and Moskow, \textit{Employment Relations in Higher Educa-
tion}, p. 90.

\textsuperscript{18}Ralph S. Brown, Jr., "Collective Bargaining in Higher
Control of Educational and Policy Matters." These included: (1) University Senate and Faculty Council approval of University Chancellor, Vice-Chancellor, and University Dean, and Campus Presidents, Provosts, and Dean, respectively; (2) Incorporation of the University Senate's Charter into the contract as well as those provisions of the bylaws specifying the election and composition of the Senate, the Faculty Councils, and the General Faculty; (3) No changes in admissions policy, grading, or curricula and programs without an affirmative vote of the governing faculty body involved or of the University Senate; (4) Senate or Council review of budgets at least two weeks prior to their submission to the Board of Higher Education. Not only does this provide evidence of the feasible extension of the scope of collective negotiations, but it also verifies a sincere attempt on the part of the Legislative Conference to incorporate many senate activities into the contract and thereby make them binding on the administration.

We have already noted that bargaining agreements frequently specify the means for appointing department chairmen and deans. The Southeastern Massachusetts contract specifies that the department chairman is to be appointed by the dean; in the New Jersey State College contract he is to be elected by the members of the department with the approval of the president. The selection of a dean by the president and board of trustees at St. John's
University must adhere to the recommendations of a faculty search committee; only those names submitted by the faculty committee may be considered. As already noted, contracts have been ratified which also specify college committee appointments. It is a rare contract which does not include a grievance procedure; many are developed in considerable detail.

In the matter of salaries, bargaining agreements tend to substitute the "objective" standards of seniority and time in rank for the principle of merit. The emphasis is upon the development of salary scales to equalize faculty salaries. (This situation is not entirely a feature of collective negotiations. Many institutions not under contract have had salary scales for years.) The argument is that faculty members of equal rank and longevity are entitled to equal pay. While a few clauses are found which allow for merit raises above and beyond the minimum salaries provided for by the contract, pressure upon the administration to abide by the scale may inhibit the free distribution of merit increments.

The elimination of merit raises does not bother some. There are those who are skeptical about the existence of a true merit system under former salary arrangements. There are other faculty members who are concerned with the current tight money situation in education and with the arbitrary nature with which increments are often granted. These faculty members anticipate that while a salary scale will assure them of yearly salary increases, the
merit system guarantees them nothing. The ability of an institution to continue a policy of merit raises may depend largely upon the effectiveness of a merit system prior to the adoption of collective bargaining.

It is possible that collective bargaining may modify the traditional link between academic freedom and tenure. There is some debate about whether academic freedom ought to be negotiable or whether it is a nonnegotiable right. The AAUP holds the position that academic freedom is not negotiable. It is clear, however, that tenure as job security is a proper subject of negotiation.

Van Alstyne cites two possible effects that collective bargaining may have on tenure. First, it is possible that tenure, academic freedom, and academic due process will be "traded-off" for more immediate gains such as increased salary and fringe benefits. This certainly would tarnish the conception that tenure is a necessary component of academic freedom. A second, and perhaps more likely, possibility is that the five- to seven-year probationary period, which tends to be common in four-year institutions, will be shortened to one or two years.

As collective bargaining becomes prevalent, and as the views of junior faculty members come to weigh heavily in the negotiating process, a condition of instant tenure may be demanded. That is to say, the job security provision could apply even in the first or second year of appointment, so that the termination decision could not be made without a fairly elaborate demonstration of reasonable cause.  

Existing contracts, as reviewed by the authors, tend to document the trend toward this second possibility. Whereas in the agreements for four-year institutions support is given typically to existing tenure policies, the contracts for the two-year institutions stipulate probationary periods ranging from only two to four years, to be followed by an indefinite continuing appointment. Procedures for evaluation, reappointment, dismissal, and other related tenure provisions in these agreements are most often extensive and fairly well defined. Only one college limits appointments to annual terms, and even in this instance, failure to issue a contract for reappointment can be only for cause.

A third and related possibility is that, rather than eliminate tenure, collective bargaining may extend its job security benefits to a wider proportion of the faculty and to the nonteaching professional staff who are members of the bargaining unit. Indeed, it is hardly likely that these staff members would be excluded

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from the procedural and probationary aspects of the contract. Finally, in some state institutions, e.g., the state colleges in New Jersey, procedures for tenure are provided by state law. Any attempts to alter these provisions are conditional upon legislative action to amend the existing law.

Concluding Comments

It is difficult to predict, at this early stage of collective bargaining, what patterns of governance will emerge from the give and take of the bargaining process. Local and institutional differences may contribute to remarkably different results. The impact which specific negotiations have upon faculty-administrative relations is likely to be dependent upon the tenor of these relations before negotiations.

This study has, however, identified several trends which appear to be important. First, the definition of bargaining units appears to be pushing towards a homogenization of regular faculty with part-time faculty and professional nonteaching staff. Although in future developments there may be greater proliferation of bargaining units within a campus, such as separate units for law and medicine, multicampus units will tend to homogenize the differences among staffs at different kinds of institutions within the same system, i.e., there will be salary equity between the faculty in four-year and two-year campuses which are under the
same contract. Second, collective negotiations is leading to
greater codification of faculty-administrative relations, especially
through specified grievance procedures and personnel policies.
Third, collective bargaining is likely to diminish the influence
and scope of operations of senates and other traditional gover-
nance mechanisms. Fourth, although the scope of initial collective
bargaining contracts may be limited to terms and conditions of
employment, such limitations may not remain in subsequent contracts.
Fifth, tenure is likely to become more common as collective bar-
gaining spreads, although it may be regarded as a means of obtaining
job security rather than of enhancing academic freedom.

Collective bargaining is by no means inevitable on any given
campus. Most four-year institutions still have the opportunity
to analyze existing personnel policies and ascertain whether
legitimate grievances exist. An institution can develop its own
grievance and appeal procedures, make its personnel policies more
equitable, and informally agree about many issues short of the
formal collective negotiations process. Such flexibility may be
effectively lost once a petition for certification is filed by a
potential bargaining agent. Once a petition is filed the admini-
stration can be forced to limit its discussion of the pros and
cons of collective negotiations by an agent which charges it
with unfair labor practices. Furthermore the standards of judgment
in the electoral process rapidly become political and the faculty may come to regard the administration as onecontending party in a competitive election.

Once a bargaining agent is chosen, however, institutions should assess carefully what positive goals might be attained in the bargaining process. Garbarino has suggested one such positive approach -- the productivity agreement. The productivity agreement is the result of a series of concessions by both sides which, for example, "...might involve trading a multi-year wage and fringe package and more flexible calendar scheduling for an agreed-on definition of work load, flexibility in assignments, and more detailed conduct guidelines."21 The substance of such agreements must be prepared carefully so that basic freedoms are not treated lightly or sacrificed to the general desire to reach an agreement. It is possible that such "packages" will enhance educational impact if they are put together wisely and with some understanding of their implications.

In conclusion, collective bargaining and traditional modes of academic governance do not have to be an either-or dichotomy. Surely, certain inevitable and as-yet-unknown strains may develop. Perhaps the single most pertinent advice one can give to insti-

tutions involved in collective bargaining is to plan carefully what can be achieved through the process to enhance the institution's effectiveness. The task will not be easy, but the challenge must be met if higher education is to utilize collective bargaining rather than be utilized by it.
APPENDIX A

Table I
Governance-Related Provisions
in the Collective Bargaining Agreements of
Ten Four-Year Institutions

Table II
Governance-Related Provisions
in the Collective Bargaining Agreements of
Twenty-One Two-Year Institutions

Table III
Summary of Governance-Related Provisions
in the Collective Bargaining Agreements of
Ten Four-Year and Twenty-One Two-Year Institutions
(Summary of Tables I and II)
Table I
Governance-Related Provisions in the Collective Bargaining Agreements of Ten Four-Year Institutions

<table>
<thead>
<tr>
<th>Institution</th>
<th>Duration of Agreement</th>
<th>Parties to the Agreement</th>
<th>Agency Affiliation</th>
<th>Definition of the Bargaining Unit</th>
<th>Due Check-off Provisions</th>
<th>No-Strike Clause</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bryant College of Business</td>
<td>5/21/69 - 7/31/71;</td>
<td>&quot;Bryant College&quot; and &quot;Bryant College Faculty Federation&quot;</td>
<td>AFT</td>
<td>All full-time faculty (including department chairmen)</td>
<td>Voluntary</td>
<td>No</td>
</tr>
<tr>
<td>Administration</td>
<td>8/1/71 - 7/31/72</td>
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</tr>
<tr>
<td>Central Michigan University</td>
<td>9/1/71 - 6/30/74</td>
<td>&quot;Central Michigan University&quot; and &quot;C.M.U. Faculty Association&quot;</td>
<td>NEA</td>
<td>Full-time faculty, librarians, coaches, counselors, &amp; department chairmen; part-time faculty with faculty rank &amp; minimum 2/3 teaching load</td>
<td>Voluntary</td>
<td>Yes</td>
</tr>
<tr>
<td>City University of New York</td>
<td>9/1/69 - 8/31/72</td>
<td>&quot;The Board of Higher Education of the City of New York &amp; &quot;the Legislative Conference&quot;</td>
<td>NEA</td>
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<tr>
<td>City University of New York</td>
<td>9/1/69 - 8/31/72</td>
<td>&quot;The Board of Higher Education of the City of New York &amp; the &quot;United Federation of College Teachers, Local 1460&quot;</td>
<td>AFT</td>
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<tr>
<td>New Jersey State Colleges</td>
<td>7/1/70 - 6/30/72</td>
<td>&quot;State of New Jersey &amp; the Board of Higher Education&quot; &amp; the &quot;Association of New Jersey State College Faculties, Inc.&quot;</td>
<td>New Jersey Education Association-NEA</td>
<td>Full-time teaching &amp; research faculty, department chairmen, nonmanagerial administrative staff, demonstration teachers, &amp; professional academic support staff with faculty rank</td>
<td>Voluntary; four faculty organizations eligible</td>
<td>Yes</td>
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<tr>
<td>Oakland University</td>
<td>11/12/71 - 6/30/72</td>
<td>&quot;Oakland University Board of Trustees&quot; &amp; &quot;Oakland University Chapter of the AAUP&quot;</td>
<td>AAUP</td>
<td></td>
<td>Voluntary</td>
<td>Yes</td>
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<tr>
<td>Institution</td>
<td>Duration of Agreement</td>
<td>Parties to the Agreement</td>
<td>Agency Affiliation</td>
<td>Definition of the Bargaining Unit</td>
<td>Check-off Provisions</td>
<td>No-Strike Clause</td>
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<td>Rutgers University</td>
<td>12/1/70 - 6/30/72</td>
<td>&quot;Rutgers, the State University&quot; &amp; the &quot;Rutgers Council of the AAUP&quot;</td>
<td>AAUP</td>
<td>Full-time (minimum 50% faculty load) instructional &amp; research faculty; members of the research, library, general extension, &amp; cooperative extension staffs, &amp; others with equivalent academic rank</td>
<td>Voluntary</td>
<td>No</td>
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<tr>
<td>Southeastern Massachusetts University</td>
<td>6/1/70 - 6/30/73</td>
<td>&quot;S.M.U. Board of Trustees&quot; and &quot;S.M.U. Faculty Federation&quot;</td>
<td>AFT</td>
<td>Full-time &amp; part-time faculty, department chairmen, librarians, professional technicians</td>
<td>Voluntary</td>
<td>Yes</td>
</tr>
<tr>
<td>St. John's University</td>
<td>7/1/70 - 6/5/72</td>
<td>&quot;The Administration of St. John's University &amp; St. John's University Chapter of the AAUP &amp; the Faculty Association of St. John's University&quot;</td>
<td>AAUP</td>
<td>Full-time &amp; regular part-time faculty, department chairmen, professional librarians, laboratory instructors, &amp; research associates</td>
<td>None</td>
<td>Yes</td>
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<tr>
<td>University of Wisconsin-Madison Campus</td>
<td>9/70 - 9/72</td>
<td>&quot;University of Wisconsin-Madison Campus&quot; &amp; &quot;Teaching Assistants Association&quot;</td>
<td>None</td>
<td>Teaching assistants</td>
<td>Voluntary</td>
<td>Yes</td>
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<tr>
<td>Bryant College of Business Administration</td>
<td>No</td>
<td>Any grievance arising from the contract may be submitted to binding arbitration</td>
<td>Provides for election of the voting members of the Curriculum &amp; the Rank and Appointment Committees by the Faculty Federation</td>
<td>None</td>
<td>None</td>
<td>None</td>
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<tr>
<td>Central Michigan University</td>
<td>No</td>
<td>Informal-2 steps; formal-2 steps; voluntary arbitration</td>
<td>Each academic department is responsible to develop its own procedures for faculty participation in determining departmental recommendations to the University, &amp; to develop appeal mechanisms for use in the Department</td>
<td>Continues existing policy on academic freedom</td>
<td>Supports existing university policy on tenure &amp; appointment, though subject to later negotiations</td>
<td>None</td>
</tr>
<tr>
<td>City University of New York (A)</td>
<td>Yes</td>
<td>Informal-1 step; formal-3 steps; binding arbitration</td>
<td>None</td>
<td>Supports 1940 AAUP Statement</td>
<td>Procedures for notice of appointment, re-appointment, professional evaluation</td>
<td>None</td>
</tr>
<tr>
<td>City University of New York (B)</td>
<td>Yes</td>
<td>Informal-1 step; formal-3 steps; binding arbitration</td>
<td>None</td>
<td>Supports 1940 AAUP Statement</td>
<td>Procedures for notice of appointment, re-appointment, professional evaluation</td>
<td>None</td>
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<tr>
<td>New Jersey State Colleges</td>
<td>Yes</td>
<td>5 steps, including voluntary arbitration</td>
<td>Representatives of the Association to participate in the development of state master plan; the Association is permitted to appoint one representative to each college-wide standing committee</td>
<td>None</td>
<td>As &quot;provided by state law,&quot; lists procedures for appointment, appraisal, retention, promotion</td>
<td>Elected by the department, appointed by the president</td>
</tr>
<tr>
<td>Oakland University</td>
<td>Yes</td>
<td>4 steps, including binding arbitration</td>
<td>Supports the continued rights, privileges, and responsibilities of faculty to participate in formulation &amp; recommendation of educational policy</td>
<td>Supports 1940 AAUP Statement</td>
<td>Supports the existing university policy</td>
<td>Supports existing university policy</td>
</tr>
<tr>
<td>Rutgers University</td>
<td>No</td>
<td>4 steps</td>
<td>&quot;Agreement in no way diminishes the responsibility of faculty, department chairmen, deans, directors &amp; other appropriate administrative officials for the exercise of academic judgement&quot;</td>
<td>None</td>
<td>None</td>
<td>None</td>
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<tr>
<td>Southeeastern Massachutes University</td>
<td>Yes</td>
<td>5 steps, including binding arbitration</td>
<td>&quot;Original&quot; statement, (detailed)</td>
<td>None</td>
<td>Defines tenure, due process, &amp; procedures for evaluation</td>
<td>Appointed by colleg.; deans from department recommendations</td>
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Table I

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<tbody>
<tr>
<td>St. John's University</td>
<td>Yes</td>
<td>3 steps, including binding arbitration</td>
<td>Senate to continue to function providing it does not conflict with the agreement</td>
<td>Supports 1940 AAUP Statement</td>
<td>Supports existing policy with modifications regarding the make-up of Personnel Committees</td>
<td>None</td>
<td>Elaborate procedure for nominations by a search committee of no fewer than 3 candidates for recommendation to the board for final approval</td>
</tr>
<tr>
<td>University of Wisconsin-Madison Campus</td>
<td>Yes</td>
<td>4 steps, including binding arbitration</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

*The City University of New York has two agreements and is represented twice.*
### Table II

Governance-Related Provisions in the Collective Bargaining Agreements of Twenty-One Two-Year Institutions

<table>
<thead>
<tr>
<th>Institution</th>
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<th>Parties to the Agreement</th>
<th>Agency Affiliation</th>
<th>Definition of the Bargaining Unit</th>
<th>Dues Check-off Provisions</th>
<th>No-Strike Clause</th>
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</thead>
<tbody>
<tr>
<td><strong>Illinois</strong></td>
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<tr>
<td>Belleville Area College</td>
<td>Academic year 1970-1971</td>
<td>&quot;Board of Trustees of Belleville Area College District no. 522&quot; &amp; &quot;Belleville Area College Chapter of the AAUP&quot;</td>
<td>AAUP</td>
<td>All regular faculty, including instructors teaching a load of 3/5 or more; librarians, counselors, supervisors, coordinators</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Morton Community College</td>
<td>9/1/70-8/31/71</td>
<td>&quot;The Board of Junior College District 527, Cook County&quot; &amp; &quot;The Morton Council, Local 571&quot;</td>
<td>AFT</td>
<td>Teaching faculty, counselors, professional librarians, department chairmen</td>
<td>Voluntary</td>
<td>Yes</td>
</tr>
<tr>
<td>Prairie State College</td>
<td>6/13/70-end of spring term 6/72</td>
<td>&quot;Board of Junior College District no. 515&quot; &amp; &quot;Prairie State College Chapter of the Cook County Teachers Union, Local 1650&quot;</td>
<td>AFT</td>
<td>Full-time faculty, librarians, counselors, department chairmen and/or directors</td>
<td>Voluntary</td>
<td>Yes</td>
</tr>
<tr>
<td>Sauk Valley College</td>
<td>9/1/70-</td>
<td>&quot;The Board of Junior College District no. 506&quot; &amp; &quot;Sauk Valley College Faculty Association&quot;</td>
<td>None</td>
<td>Full-time instructional staff &amp; counselors</td>
<td>None</td>
<td>No</td>
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<tr>
<td>Maryland</td>
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<tr>
<td>Community College of Baltimore</td>
<td>7/1/71-6/30/72</td>
<td>&quot;The Board of Trustees of the Community College of Baltimore&quot; &amp; the &quot;Community College of Baltimore Faculty Federation Local 1980&quot;</td>
<td>AFT</td>
<td>All individuals holding academic rank, counselors, &amp; librarians (excludes head librarians &amp; supervisory counselors)</td>
<td>Voluntary</td>
<td>Yes</td>
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<tr>
<td>Institution</td>
<td>Duration of Agreement</td>
<td>Parties to the Agreement</td>
<td>Agency Affiliation</td>
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<td>No-Strike Clause</td>
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<td>Michigan</td>
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<tr>
<td>Genesee Community College</td>
<td>8/16/70-8/14/71</td>
<td>&quot;Board of Trustees of Genesee Community College&quot; &amp; &quot;Genesee Community College Education Association&quot;</td>
<td>Michigan Education Association-NEA</td>
<td>Full-time and part-time teaching faculty, counselors, area coordinators and health counselors (excludes all directors, chairmen, managers, and supervisors)</td>
<td>Agency shop</td>
<td>No</td>
</tr>
<tr>
<td>Grand Rapids Junior College</td>
<td>8/24/70-8/22/71</td>
<td>&quot;The Board of Education of the City of Grand Rapids&quot; &amp; the Faculty Council of the Grand Rapids Junior College</td>
<td>Voluntary</td>
<td>Faculty, librarians, and counselors</td>
<td>Voluntary</td>
<td>Yes</td>
</tr>
<tr>
<td>Highland Park College</td>
<td>9/25/70-6/30/72</td>
<td>&quot;The School District of the City of Highland Park&quot; &amp; the &quot;Highland Park Federation of Teachers&quot;</td>
<td>AFT</td>
<td>All certified teachers, all college instructors, nurses, counselors, K-12 department chairmen, psychological diagnosticians, special-education teachers, systemwide department coordinators, assigned substitute teachers &amp; nurses (excludes all other K-12 &amp; college administrative personnel)</td>
<td>Agency shop</td>
<td>Yes</td>
</tr>
<tr>
<td>Kalamazoo Valley Community College</td>
<td>9/1/71-8/31/73</td>
<td>&quot;Kalamazoo Valley Community College Board of Trustees&quot; &amp; the &quot;Kalamazoo Valley Community College Faculty Association&quot;</td>
<td>Michigan Education Association-NEA</td>
<td>Full-time instructional staff, counselors, and librarians (excluding chairmen and directors)</td>
<td>Voluntary No</td>
<td></td>
</tr>
<tr>
<td>Lake Michigan College</td>
<td>12/28/70-8/12/72</td>
<td>&quot;the Board of Trustees of Lake Michigan College&quot; &amp; &quot;Lake Michigan College Federation of Teachers&quot;</td>
<td>Michigan Federation of Teachers-AFT</td>
<td>Full-time instructors, assistant librarians, counselors, health service coordinators (excludes all administrative &amp; supervisory employees)</td>
<td>Voluntary, NEA and AAUP also eligible</td>
<td>Yes</td>
</tr>
<tr>
<td>Institution</td>
<td>Duration of Agreement</td>
<td>Parties to the Agreement</td>
<td>Agency Affiliation</td>
<td>Definition of the Bargaining Unit</td>
<td>Dues Check-off Provisions</td>
<td>No-Strike Clause</td>
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<tr>
<td>Lansing Community College</td>
<td>9/15/69-9/13/71</td>
<td>&quot;Board of Trustees of Lansing Community College&quot; &amp; &quot;Lansing Community College Chapter of the Michigan Association for Higher Education&quot;</td>
<td>Michigan Education Association-NEA</td>
<td>Full-time instructional staff (excludes department heads)</td>
<td>Voluntary</td>
<td>No</td>
</tr>
<tr>
<td>Macomb County Community College</td>
<td>9/1/70-8/31/72</td>
<td>&quot;Board of Trustees of the Community College District of the County of Macomb&quot; &amp; &quot;Macomb County Community College Faculty Organization&quot;</td>
<td>None</td>
<td>Full-time teachers, counselors, librarians, &amp; research assistants (excludes chairmen, directors, coordinators, supervisors, &amp; their assistants)</td>
<td>Agency Shop</td>
<td>No</td>
</tr>
<tr>
<td>Southwestern Michigan College</td>
<td>9/1/71-8/15/72</td>
<td>&quot;Board of Trustees of the Southwestern Michigan College&quot; &amp; Southwestern College Education Association&quot;</td>
<td>Michigan Education Association-NEA</td>
<td>Full-time &amp; regular part-time faculty, counselors, librarians, department chairmen, director of nursing &amp; director of athletics</td>
<td>Voluntary</td>
<td>No</td>
</tr>
<tr>
<td>New York</td>
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<tr>
<td>Auburn Community College</td>
<td>7/1/70-7/1/72</td>
<td>&quot;Board of Trustees of Auburn Community College&quot; &amp; the &quot;Auburn Community College Faculty Association&quot;</td>
<td>None</td>
<td>Full-time professional staff employees with faculty rank</td>
<td>Voluntary</td>
<td>No</td>
</tr>
<tr>
<td>Hudson Valley Community College</td>
<td>9/1/69-9/1/71</td>
<td>&quot;The Board of Supervisors of the County of Rensselaer and the Board of Trustees of Hudson Valley Community College Faculty Association&quot;</td>
<td>None</td>
<td>All teaching faculty with librarians (excludes department chairmen)</td>
<td>Voluntary</td>
<td>No</td>
</tr>
<tr>
<td>Institution</td>
<td>Duration of Agreement</td>
<td>Parties to the Agreement</td>
<td>Agency Affiliation</td>
<td>Definition of the Bargaining Unit</td>
<td>Dues Check-off Provisions</td>
<td>No-Strike Clause</td>
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<tr>
<td>Nassau Community College</td>
<td>9/1/69-8/31/71</td>
<td>&quot;The County of Nassau&quot; &amp; &quot;The Faculty Senate of Nassau Community College&quot;</td>
<td>None</td>
<td>Instructional &amp; library staff, counselors, theater production personnel, &amp; several nonmanagerial administrative assistant positions</td>
<td>None</td>
<td>No</td>
</tr>
<tr>
<td>Westchester Community College</td>
<td>9/1/69-8/31/71</td>
<td>&quot;The County of Westchester&quot; &amp; &quot;The United Federation of College Teachers, Local 1460&quot;</td>
<td>AFT</td>
<td>Full-time &amp; regular part-time professional staff (excludes directors &amp; chairmen)</td>
<td>Voluntary</td>
<td>No</td>
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<td>Pennsylvania</td>
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<tr>
<td>Community College of Philadelphia</td>
<td>9/1/70-8/31/72</td>
<td>&quot;Community College of Philadelphia&quot; &amp; &quot;The Faculty Federation of Community College of Philadelphia, Local 2026&quot;</td>
<td>AFT</td>
<td>Full-time regular faculty (excludes heads, supervisors, &amp; directors)</td>
<td>None</td>
<td>Yes</td>
</tr>
<tr>
<td>Lehigh County Community College</td>
<td>8/23/71-8/22/72</td>
<td>&quot;Lehigh County Community College&quot; &amp; &quot;Lehigh County Community College Faculty Association&quot;</td>
<td>Pennsylvanian State Education Association-NEA</td>
<td>Teaching faculty, guidance counselors, librarians, &amp; student activities coordinator (excludes division chairmen &amp; directors)</td>
<td>Voluntary; maintenance of membership</td>
<td>Yes</td>
</tr>
<tr>
<td>Washington</td>
<td></td>
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</tr>
<tr>
<td>Seattle Community College</td>
<td>7/1/69-6/30/70</td>
<td>&quot;Seattle Community College Board of Trustees&quot; &amp; &quot;Seattle Community College Federation of Teachers&quot;</td>
<td>Not Specified</td>
<td>Full-time &amp; part-time instructional faculty; counselors &amp; student personnel administrators; librarians, audiovisual specialists, &amp; other nonadministrative employees (excludes administrative heads &amp; chairmen)</td>
<td>Voluntary</td>
<td>No</td>
</tr>
<tr>
<td>Olympic College</td>
<td>7/1/70-6/30/71</td>
<td>&quot;Trustees of Community College District No. 3&quot; &amp; &quot;The Olympic Chapter of the Association for Higher Education&quot;</td>
<td>Not Specified</td>
<td>All certificated personnel</td>
<td>None</td>
<td>Yes</td>
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Table II

<table>
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<tr>
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<tbody>
<tr>
<td>Illinois</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Belleville Area College</td>
<td>No</td>
<td>4 steps, including advisory arbitration</td>
<td>None</td>
<td>None</td>
<td>None</td>
<td>Appointed by board, recomme-</td>
<td>Appointed by President</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td>nded by President from 2 nom-</td>
<td>from department faculty</td>
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<td></td>
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<td>inations from department</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>faculty.</td>
<td></td>
</tr>
<tr>
<td>Morton Community College</td>
<td>No</td>
<td>4 steps; final step is appearance before</td>
<td>Standing committee is elected by</td>
<td>None</td>
<td>None</td>
<td>Elected by members of</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>the board</td>
<td>faculty; union representative on</td>
<td></td>
<td></td>
<td>department; approved by dean</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>all committees</td>
<td></td>
<td></td>
<td>&amp; president</td>
<td></td>
</tr>
<tr>
<td>Prairie State College</td>
<td>Yes</td>
<td>3 steps, including advisory arbitration</td>
<td>None</td>
<td>&quot;Original&quot; statement</td>
<td>Tenure granted after 3-year</td>
<td>Appointed annually by</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td>probationary period, ac-</td>
<td>president from 3 leading vote</td>
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<td>cording to procedures</td>
<td>recipients in a secret</td>
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<td>defined in Policies &amp;</td>
<td>departmental preferential</td>
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<td></td>
<td>Procedures Manual</td>
<td>ballot</td>
<td></td>
</tr>
<tr>
<td>Sauk Valley College</td>
<td>Yes</td>
<td>4 steps, including binding arbitration</td>
<td>None</td>
<td>None</td>
<td>Extensive: definition,</td>
<td>None</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
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<td>provisions for appoint-</td>
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<td>ment dismissal, promo-</td>
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<td></td>
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<td></td>
<td></td>
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<td>tion, evaluation; 3- year</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>probationary period</td>
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<tr>
<td><strong>Maryland</strong></td>
<td></td>
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</tr>
<tr>
<td>Community College of Baltimore</td>
<td>Yes</td>
<td>4 steps, including advisory arbitration</td>
<td>Faculty Senate is the voice of the faculty for all noncontractual items</td>
<td>&quot;Original&quot; statement (detailed)</td>
<td>3-year probationary period followed by election to tenure for 4th year; provisions for non-reappointment and evaluation</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td><strong>Michigan</strong></td>
<td></td>
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</tr>
<tr>
<td>Genesee County College</td>
<td>Yes</td>
<td>5 steps, including binding arbitration</td>
<td>Educational policy determined by divisions; College Professional Study Committee -- and advisory committee to the president and board</td>
<td>&quot;Original&quot; statement (fairly detailed)</td>
<td>Continuing contracts after 3-year probationary service; provisions for dismissal and evaluation</td>
<td>CPSC ad-hoc committee to review credentials for all candidates of administrative position; board's decision is final, but must be explained in writing if requested by CPSC</td>
<td></td>
</tr>
<tr>
<td>Grand Rapids Junior College</td>
<td>Yes</td>
<td>5 steps, including binding arbitration</td>
<td>None</td>
<td>&quot;Original&quot; statement (brief)</td>
<td>Provisions according to the State Teacher Tenure Act; special section in which parties agree to renegotiate all related tenure provisions</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Highland Park College</td>
<td>Yes</td>
<td>5 steps, including advisory arbitration</td>
<td>Union must be given the opportunity to recommend teachers for membership on all committees</td>
<td>&quot;Original&quot; statement (detailed)</td>
<td>Abides by provisions of the state teacher tenure act</td>
<td>Teachers may file written recommendations to dean of college</td>
<td>None</td>
</tr>
<tr>
<td>Institution</td>
<td>Management Rights Clause</td>
<td>Statement on Academic Governance</td>
<td>Grievance Procedures</td>
<td>Tenure Provisions</td>
<td>Apppt. of Department Chairmen</td>
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</tr>
<tr>
<td>Kalamazoo Valley Community College</td>
<td>Yes</td>
<td>None</td>
<td>5 steps, including binding arbitration</td>
<td>None</td>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lake Michigan College</td>
<td>Yes</td>
<td>None</td>
<td>4 steps, including binding arbitration (last step informal)</td>
<td>None</td>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lansing Community College</td>
<td>Yes</td>
<td>None</td>
<td>5 steps, including binding arbitration</td>
<td>None</td>
<td>None</td>
<td></td>
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</tr>
<tr>
<td>Macomb County Community College</td>
<td>Yes</td>
<td>None</td>
<td>4 steps, including binding arbitration</td>
<td>None</td>
<td>None</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Southwestern Michigan College</td>
<td>Yes</td>
<td>None</td>
<td>3 steps; final review by the board (last step informal)</td>
<td>None</td>
<td>None</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Academic Freedom Clause:**
- None

**Tenure Provisions:**
- Indefinite continuing appointment after probationary period (4 years for new teachers, 3 for experienced); provisions for evaluation for tenure.
- Continuing contract after 2-year probation; procedures for evaluation and termination.
- Continuing contract after 2-year probation; termination for cause; evaluation procedures.
- Continuing contract after 2-year probation; procedures for evaluation and termination.
- Permanent contract after 2-year probationary contract; procedures for evaluation, due process, & termination.
- Annual terms of employment; not subject to provisions of Teachers Tenure Act.

**Apppt. of Department Chairmen:**
- None

**Apppt. of Academic Deans:**
- Recommended by department according to departmental procedures; appointed by board.

**Supports:**
- 1940 AAUP Statement Principles defined under section titled "Teacher Rights" (extremely detailed).
- "Original" statement (detailed).
- "Original" definition (detailed).

**Indefinite continuing appointment after probationary period (4 years for new teachers, 3 for experienced); provisions for evaluation for tenure:**
- The administration will make a continuing effort to effect greater faculty involvement in affairs of the college.

**Continuing contract after 2-year probation; procedures for evaluation and termination:**
- Defines structure, membership, & function of all standing committees.
<table>
<thead>
<tr>
<th>Institution</th>
<th>Management Rights Clause</th>
<th>Statement on Academic Governance</th>
<th>Academic Freedom Clause</th>
<th>Tenure Provisions</th>
<th>Appt. of Department Chairman</th>
<th>Appt. of Academic Deans</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>New York</strong></td>
<td></td>
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</tr>
<tr>
<td>Auburn Community College</td>
<td>Yes</td>
<td>4 steps, including binding arbitration (1st step informal)</td>
<td>&quot;In accordance&quot; with 1940 AAUP Statement</td>
<td>4 1/2 years' service prior to granting of indefinite continuing appointment; provision for termination of employment and promotion</td>
<td>Appointment by president upon recommendation of full professors in department</td>
<td>Notice of vacancy in administrative position must be circulated among faculty 20 days prior to publication elsewhere</td>
</tr>
<tr>
<td>Hudson Valley Community College</td>
<td>Yes</td>
<td>4 steps, including binding arbitration (1st step informal)</td>
<td>&quot;Original&quot; statement (detailed)</td>
<td>3-year probationary period; provisions for termination of appointment; contract renewed; and performance evaluation</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Nassau Community College</td>
<td>No</td>
<td>5 steps, including final, binding decision by the county executive</td>
<td>&quot;Original&quot; statement (detailed)</td>
<td>Supports 1940 AAUP position on tenure; defines procedures and establishes a college-wide promotion and tenure committee</td>
<td>Appointment upon recommendation by department by president</td>
<td>Recommended by review committee, 2 members of which are elected by Senate</td>
</tr>
<tr>
<td>Westchester Community College</td>
<td>No</td>
<td>Informal- 1 step; formal-3 steps, including binding arbitration</td>
<td>&quot;Original&quot; statement (detailed)</td>
<td>Definition of tenure, 3-year probation, removal for cause (4 pp. of procedures and provisions)</td>
<td>None</td>
<td>None</td>
</tr>
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<tr>
<td>Pennsylvania</td>
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<tr>
<td>Community College of Philadelphia</td>
<td>Yes</td>
<td>4 steps, including binding arbitration</td>
<td>Supports standing committees</td>
<td>&quot;Original&quot; statement (detailed)</td>
<td>Defines tenure and steps for granting tenure and employment termination</td>
<td>Recommended to provost by division director and committee elected by department</td>
</tr>
<tr>
<td>Lehigh Country Community College</td>
<td>No</td>
<td>3 steps, including binding arbitration</td>
<td>None</td>
<td>None</td>
<td>No termination of employment after 2 full years of employment except for cause</td>
<td>None</td>
</tr>
<tr>
<td>Washington</td>
<td></td>
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<tr>
<td>Olympic College</td>
<td>No</td>
<td>Procedures to be followed specified in Faculty Handbook</td>
<td>None</td>
<td>&quot;Original&quot; statement (detailed)</td>
<td>Specific procedures for non-renewal of contract; no tenure apparent</td>
<td>None</td>
</tr>
<tr>
<td>Seattle Community College</td>
<td>No</td>
<td>3 steps, including advisory arbitration</td>
<td>Provides for faculty representative on board &amp; president's cabinet, &amp; establishes faculty-administrative committees</td>
<td>&quot;Original&quot; statement (limited)</td>
<td>Defines tenure &amp; procedures for granting or withholding tenure</td>
<td>Specifies deadlines applying for position ranking of applicants by department members, &amp; recommendation to president</td>
</tr>
</tbody>
</table>

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Table III
Summary of Governance-Related Provisions in the Collective-Bargaining Agreements of Ten Four-Year and Twenty-One Two-Year Institutions (Summary of Tables I and II)

<table>
<thead>
<tr>
<th>PROVISION</th>
<th>4-year</th>
<th>2-year</th>
<th>4-year and 2-year</th>
</tr>
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<tbody>
<tr>
<td>Average length of agreement (months)</td>
<td>25.7</td>
<td>18.4</td>
<td>20.8</td>
</tr>
<tr>
<td>Management's party to the agreement</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Institution's Board</td>
<td>7</td>
<td>11@</td>
<td>18</td>
</tr>
<tr>
<td>City or County Board</td>
<td>2</td>
<td>11@</td>
<td>13</td>
</tr>
<tr>
<td>State Board</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Agency affiliation</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>AAUP</td>
<td>3</td>
<td>1</td>
<td>4</td>
</tr>
<tr>
<td>NEA</td>
<td>3</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>AFT</td>
<td></td>
<td>7</td>
<td>10</td>
</tr>
<tr>
<td>Local or not specified</td>
<td></td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>Inclusion of department chairmen</td>
<td>8@</td>
<td>3@</td>
<td>11</td>
</tr>
<tr>
<td>Dues check-off</td>
<td></td>
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<tr>
<td>Voluntary</td>
<td>9</td>
<td>13</td>
<td>22</td>
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<tr>
<td>Agency shop</td>
<td>0</td>
<td>3</td>
<td>3</td>
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<tr>
<td>No-strike clause</td>
<td>8</td>
<td>9</td>
<td>17</td>
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<tr>
<td>Management-rights clause</td>
<td>7</td>
<td>14</td>
<td>21</td>
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<td>Grievance procedures</td>
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<tr>
<td>Average number of steps</td>
<td>4.1</td>
<td>4.1</td>
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</tr>
<tr>
<td>Binding arbitration</td>
<td>7</td>
<td>13</td>
<td>20</td>
</tr>
<tr>
<td>Statement on Academic Governance</td>
<td>3</td>
<td>10</td>
<td>13</td>
</tr>
<tr>
<td>Academic-freedom clause</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Original statement</td>
<td>3</td>
<td>15</td>
<td>18</td>
</tr>
<tr>
<td>AAUP statement</td>
<td>4</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>Average probationary period for tenure (years)</td>
<td>--</td>
<td>2.9</td>
<td>--</td>
</tr>
<tr>
<td>Procedures for appointment of department</td>
<td></td>
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<td></td>
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<tr>
<td>chairmen</td>
<td>3</td>
<td>10</td>
<td>13</td>
</tr>
<tr>
<td>Procedures for appointment of academic deans</td>
<td>3</td>
<td>3</td>
<td>6</td>
</tr>
</tbody>
</table>

* Several figures represent an average number of months, years, etc., rather than the number of contracts.
@ Hudson Valley Community College includes both county and college board representation.
@@ Two units do not include the regular full-time faculty.
@* Four units do not specify clearly the position of the chairman.
** Unclear or unspecified.
APPENDIX B

I. Bibliography:
Collective Bargaining in Higher Education

II. Bibliography:
Selected Listings Dealing with
Collective Bargaining in the Public Sector
and/or the Public Schools
I. Bibliography:

Collective Bargaining in Higher Education


Davis, Bertram M. "Unions and Higher Education: Another View." Educational Record 49 (Spring, 1968): 139-144.


Fisk, Robert S. "So You Want Success or Failure for Collective Negotiations?" *State University at Buffalo Reporter* 3 (December 9, 1971): 5.


Keck, Donald J. "Faculty Governance and the 'New Managerial Class.'" NFA Reports 5 (November-December, 1971).


"Policy on Representation of Economic and Professional Interests."  


Roberts, Frank.  "Today's University and the Labor Union."  


"Talking Union." Newsweek (June 14, 1971): 76-77.


II. Bibliography

Selected Listings Dealing with
Collective Bargaining in the Public Sector
and/or the Public Schools


NOTES ON THE AUTHORS

G. GREGORY LOZIER is a Research Associate in the Office of Academic Planning and Information Systems of The Pennsylvania State University. Prior to this appointment, he served as a research assistant with the Center for the Study of Higher Education where he participated in studies of academic governance and collective bargaining. Other professional experience included several years as Dean of Men at Atlantic Christian College, Wilson, North Carolina.

KENNETH P. MORTIMER holds a Ph.D. from the University of California, Berkeley. He was employed by the Center for Research and Development in Higher Education at Berkeley, where he participated in project research concerned with academic decision making. He has co-authored publications on faculty participation in university governance and academic decision making. In addition to his Center appointment, Dr. Mortimer is Associate Professor of Higher Education in the College of Education.
The Center for the Study of Higher Education was established in January 1969 to study higher education as an area of scholarly inquiry and research. Dr. G. Lester Anderson, its director, is aided by a staff of twenty, including five full-time researchers, and a cadre of advanced graduate students and supporting staff.

The Center's studies are designed to be relevant not only to the University and the Commonwealth of Pennsylvania, but also to colleges and universities throughout the nation. The immediate focus of the Center's research falls into the broad areas of governance, graduate and professional education, and occupation programs in two-year colleges.

Research reports, monographs, and position papers prepared by staff members of the Center can be obtained on a limited basis. Inquiries should be addressed to the Center for the Study of Higher Education, 101 Rackley Building, The Pennsylvania State University, University Park, Pennsylvania 16802.
SELECTED PUBLICATIONS AVAILABLE FROM THE
CENTER FOR THE STUDY OF HIGHER EDUCATION

Monographs

Pennsylvania Community College Faculty -- Attitudes Toward Collective
Negotiations, John W. Moore, and Career Patterns and Educational Issues,
Robert A. Patterson, May 1971.

Institutional Self-Study at The Pennsylvania State University,

Numbered Reports

Productivity and the Academy: The Current Condition, William Toombs,
April 1972, Report No. 16.

Exceptional Graduate Admissions at The Pennsylvania State University,

The Quality of Graduate Studies: Pennsylvania and Selected States,

Goals and Ambivalence: Faculty Values and The Community College Philosophy,
Karen L. Bloom, Angelo C. Gillie, and Larry L. Leslie, November 1971,

Governance and Emerging Values in Higher Education, Kenneth P. Mortimer,

The Academic Senate at The Pennsylvania State University, Kenneth P. Mortimer
and David W. Leslie, August 1971, Report No. 11.

Professional Education: Some Perspectives, 1971, Larry L. Leslie,

Centers and Institutes at The Pennsylvania State University: A Case

New Careers in Human Services: A Challenge to the Two-Year College

The Academy and General Education, Stanley O. Ikenberry, December 1970,
Report No. 7.

A Profile of Proliferating Institutes: A Study of Selected Characteristics
of Institutes and Centers in 51 Land Grant Universities, Stanley O. Ikenberry,

Roles and Structures for Participation in Higher Education Governance:
A Rationale, Stanley O. Ikenberry, August 1970, Report No. 5.
Conference Reports


Bibliographies

The Black Student in Higher Education: A Bibliography, W. Frank Hull IV, November 1969, Number 3.

Student Unrest on the American Campus: A Bibliography, David W. Leslie, November 1969, Number 2.