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ABSTRACT

This document contains a packet of materials on collective bargaining in higher education. It is designed to provide laymen with general information on the subject. In addition, it gives references for further study. The packet includes the following materials: (1) Academic Collective Bargaining: History and Present Status; (2) Legal Principles of Public Sector Bargaining; (3) Legislation in the States; (4) Some Suggested Advantages and Disadvantages of Collective Bargaining; (5) Faculty Professional Associations; (6) Academic Bargaining Models; (7) 212 College and University Faculties with Collective Bargaining Agents; (8) What's Actually in a Faculty Contract; (9) Selected Bibliography; and (10) Glossary of Labor Terms. (Author/PG)

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ORIENTATION PACKET

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The Academic Collective Bargaining Information Service is sponsored by the Association of American Colleges, the American Association of State Colleges and Universities, and the National Association of State Universities and Land-Grant Colleges. It is funded by a grant from the Carnegie Corporation of New York.

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ACADEMIC COLLECTIVE BARGAINING: HISTORY AND PRESENT STATUS

In recent years, faculties in a number of institutions of higher education have chosen collective bargaining agents to represent their interests. According to one commentator, this movement got underway in 1963 with the organizing of Milwaukee Technical Institute, the first two-year post-secondary school to be unionized. This occurred as part of a K-14 campaign begun by the American Federation of Teachers.

Community colleges with a comprehensive curriculum were first organized in Michigan. Both Henry Ford Community College and Jackson Community College were organized in 1965.

In 1967, the first four-year college was organized - the United States Merchant Marine Academy. In the period between 1965 and 1970, several states enacted public employment collective bargaining legislation. These laws sometimes included public-supported higher education in the state, and provided a vehicle for accelerated organizing activity. The organization of the City University of New York in 1968 marked the beginning of a substantial movement toward collective bargaining in the four-year public colleges.

In 1970, the National Labor Relations Board extended its jurisdiction to all private colleges and universities having a gross annual operating revenue of one million dollars or more. This action thus granted collective bargaining rights to the faculty and employees of over eighty per cent of the nation's private institutions of higher education.

Attached is a list of institutions which now have certified bargaining agents, including a chart of the number of contracts in force as of November 1973. A perusal of this information indicates the following:

(1) Over ninety per cent of the institutions organized are public institutions. Although most private institutions' faculties have collective bargaining rights under the National Labor Relations Board, a very small minority has taken advantage of them. Commentators give several explanations for this, including: (a) governance patterns at some public colleges may not rely heavily on shared authority; in an attempt to change this system, faculties have turned to collective bargaining; (b) faculty in public colleges are aware that the groups with which they must compete for public funds, i.e. other public employees, are already unionizing; it is said they may wish to unionize in self-defense.

(2) The collective bargaining phenomenon in higher education is primarily a community college phenomenon. Of the 212 institutions with certified bargaining agents, 150 are two-year institutions. One explanation for this is that ties to the K-12 system are often strong in the community colleges. Faculty is therefore more familiar with and comfortable with collective bargaining.

(3) Much of the current activity is clustered in a relatively few states. For example, Illinois, Michigan, New Jersey, New York, Pennsylvania, Washington and Wisconsin account for 132 of the 156 contracts currently in force. Most of these states were among the early leaders in public employment labor relations legislation.

(4) Generally speaking, collective bargaining activity in higher education is quite recent. Although there are 156 contracts in force today, there were as few as 27 as late as 1969. This corresponds with the relative newness of the enabling legislation. Private colleges were not covered until 1970. Most public colleges now covered also were not covered until 1970 or later. (See section on State Legislation).

(5) Current collective bargaining activity has certainly not matched the early predictions of some observers. Several commentators have predicted very rapid growth, noting that it took only nine years for 65% of the nation's schoolteachers to be organized. Yet the trend indicates that colleges and universities will be a different story. Indeed, activity as measured by numbers of contracts executed has leveled off this year. Sixty contracts were executed in all of 1972 versus 16 as of the first week in November 1973.

(6) Several commentators have noted that relatively few outstanding colleges or universities have either negotiated agreements or chosen bargaining agents.

What is the future of academic collective bargaining? Clearly it is here to stay. Although there have been 212 certifications, there is no record of a single decertification.

The future of academic collective bargaining lies in part with the success of legislative activity in the states (See section on State Legislation). A majority of states has not yet passed enabling legislation. When and if this happens, some commentators feel that the unionization trend will accelerate.

December 1973

*This narrative draws heavily upon three sources: (1) Begin, James P., "Faculty Bargaining: Historical Overview and Current Situation", New Jersey Public Employer-Employee Relations, Information Bulletin No. 14, New Brunswick: Rutgers, the State University of New Jersey, Institute of Management and Labor Relations, June 1973; (2) Carr, Robert K. and Van Eyck, David K., Collective Bargaining Comes to the Campus, Washington, D.C., American Council on Education, 1973; (3) Ladd, Everett Carll, Jr. and Seymour Martin Lipset, Professors, Unions and American Higher Education, Berkeley, Cal., The Carnegie Commission on Higher Education, 1973.

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LEGAL PRINCIPLES OF PUBLIC SECTOR BARGAINING*

Russell A. Smith**

In the absence of specific legislation, the applicable law concerning rights of organization and collective bargaining is derived from three sources: the common law (as expounded in judicial decisions), municipal law (basic legislation, including home rule provisions defining the powers of local government), and constitutional law. The public sector presents a different mix of elements from that prevalent in the private sector, as we shall see. Those who deal with the public sector must have a correspondingly different expertise.

The traditional view has been that public employees have no legal right to protecti against the employer's interference in attempts at unionization. A countertrend may be forming, however. A few recent court decisions (so far none by the Supreme Court of the United States) have taken the view that the First Amendment guarantees the right to form or join or belong to an organization concerned with working conditions.

Suppose, then, that a body of public employees, such as a college faculty, organizes for bargaining purposes. Unless applicable legislation specifically requires public empl ers to bargain collectively, these people will have no legally protected right to bargai . At best they will have a de facto right, where the employer agrees to bargain either volu tarily or in response to pressure tactics. The traditional view of strikes is the same. Moreover, where legislation does not specifically provide it, public employees have no legal mechanism for handling representation issues (who has the right to represent partic lar groups of employees), for resolving impasses, or for dealing with other kinds of disputes. In such situations, attempts to organize are hampered by the lack of legal protection.

Recent Developments

A highly significant development over the past decade has been the enactment of legislation dealing with public sector unionism. Wisconsin enacted the first comprehensive legislation in 1959. Now over thirty states have done so. Comprehensive legislation covers entire categories of public employees, sometimes all categories. As a general rule, such legislation grants and protects the right of self-organization; establishes the principle that the majority determines the representative of an "appropriate" employee group; places upon the employer the legal obligation to "bargain collectively" or to "meet and confer" with an organization having representation rights; and provides for help in resolving disputes (usually mediation plus fact-finding), but prohibits strike action. A few states ever provide for compulsory arbitration in certain types of disputes, principally those involving police and firefighters.

Some important changes have also occurred at the federal level. In 1962, President Kennedy issued Executive Order 10988, applying broadly to federal employees and conferring on them limited rights of unionization and collective bargaining. President Nixon has continued the same general policy, with some modifications, in Executive Order 11491, issued i

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*From Faculty Power: Collective Bargaining on Campus, Terrence N. Tice, ed., Ann Arbor, The Institute of Continuing Legal Education, 1972.

essor Law, The University of Michigan, Ann Arbor.

1969 and recently amended. Another interesting development is the grant of rights of unionization to postal employees under the Postal Reorganization Act of 1970[1] - rights comparable to those operative in the private sector.

Cornell University

In 1970, departing from tradition, the National Labor Relations Board (NLRB) elected to enter the field of higher education in the private sector. In the Cornell University[2] case it decided to assert jurisdiction over the University in its relationships with non-academic employees. The NLRB has since ruled that it will assume jurisdiction over private educational institutions which have at least a million dollars of annual revenue for operating purposes[3].

The question of whether the NLRB would extend its jurisdiction to academic employees in private institutions was soon answered. In April, 1971, the board asserted jurisdiction over two branches of Long Island University - the C. W. Post Center and the Brooklyn Center - in a representation proceeding initiated by the United Federation of College Teachers, an affiliate of the American Federation of Teachers. In one branch there was an intervening petition by the local chapter of the American Association of University Professors (AAUP)[4]. The University did not contest the assumption of NLRB jurisdiction although representation of academic employees was being sought. The issues litigated concerned the scope of the bargaining units.

Fordham University

In the Fordham University[5] case in 1971, again an AAUP chapter petitioned the NLRB for certification as the bargaining representative of the entire faculty. (This is also true in the Manhattan College case, currently pending). Fordham University hoped to persuade the board to refuse jurisdiction over faculty, if not to obtain the exclusion of large segments of the faculty from the collective bargaining unit. The board decided to assume jurisdiction. The brief present an interesting analysis of the structure of the academic community at Fordham. Much of it is comparable to the structure of the University of Michigan.

State Legislation

The federal government has not as yet extended NLRB jurisdiction to public employees. Thus, developments at the state level are far more important in the public sector than in the private sector. This could change. Meanwhile, the considerable development that has occurred at the state level is beneficial. The states are free to do some experimenting, a valuable approach if we are to identify our problems and find ways to meet them. Experimentation is possible where a monolithic legislative structure is not imposed, as would be true if the NLRB were to assume jurisdiction over public employees as well.

In a recent seminar at The University of Michigan Law School, Chairman Robert Helsby of the New York Public Employment Relations Board usefully characterized the states in three categories: (1) The "do nothing" states have not yet faced up to the problem and are restricted to applying the principles first mentioned - the common law, municipal law, and constitutional law. Public sector employees in these states have little or no legal protection in their efforts at organization and collective bargaining. Changes can be expected soon in some of these states, notably Illinois and Ohio. (2) The "squeaky wheel" states have crisis legislation, enacted piecemeal to meet problems with teachers, police, firefighters, or municipal employees. Comprehensive legislation is lacking. Many of these

1. Aug. 12, 1970, P.L. 91-375, 84 Stat. 719.
2. 183 NLRB 41.
3. 186 NLRB 153.
4. C. W. Post Center, 189 NLRB 109.
5. 193 NLRB 23.

statutes, in Mr.Helsby's view, grant less than full rights and fail to deal effectively with the problems that are bound to emerge. (3) The "real confrontation" states have faced up to the problems of public sector unionism and have taken a broad view, trying to decide the proper approach as a matter of overall policy. These states have more comprehensive legislation, often drawing upon the recommendations of study commissions. At least sixteen states have enacted legislation applicable to the academic community[6].

Informed observers generally believe that unless Congress elects to step in with superseding legislation, the trend toward enactment of state legislation will continue. The probability is that within five or six years forty or more states will have enacted legislation granting rights of self-organization and collective bargaining to some or all categories of public employees. This may stimulate an already strong trend toward unionization, as was true in the private sector following enactment of the National Labor Relations Act (NLRA) in 1935[7].

Remarkably, organization among public white collar and professional groups far exceeds the organization of such groups in the private sector. Obviously something is happening which appeals more strongly to public employees than to private employees.

Two Agencies?

An administrative problem arises in those states which have a little Wagner Act or a little Taft-Hartley Act covering the private sector. Should the same agency administer the legislation for both sectors? New York separates the two. Michigan entrusts administration to a single agency.

Proponents of separate agencies wish to avoid the use of too many private sector concepts in the implementation of public sector legislation. They believe that public sector legislation presents unique problems calling for the undivided attention of an agency created for its specific administration - an agency not overly attuned to or influenced by decisions already made in the private sector. Proponents of a single agency claim economy of operation and assert that problems peculiar to the public sector can be identified and adequately treated.

I see benefit in the variety of approaches, state and federal, now developing. We cannot yet say exactly what we need or what we want on the statute books. We are not ready to specify the most effective kind of administration or the general principles which should govern. This is particularly true with regard to the extension of unionism to college and university faculties. We can now examine a potpourri of state legislation and experiences under that legislation. Hopefully the experimentation will enable us to identify and learn to deal with the problems peculiar to the public sector.

The Bargaining Unit

Among the important problems to be considered in enacting and administering legislation is the determination of appropriate units for collective bargaining purposes. In this country we accept the principle of majority determination within a defined group of employees and therefore deny bargaining rights to minority groups. This concept is uniquely American. We first accepted it in 1934 - in an amendment tothe federal Railway Labor Act of 1926 and in the administration of the National Industrial Recovery Act. The principle was incorporated in the NLRA of 1935 and continued in the Taft-Hartley Act of 1947. All state legislation has followed the same principle.

A necessary corollary of this principle is that the boundary lines of the voting group must be determined. A ruling must specify which employees may vote to decide whether

6. Connecticut, Delaware, Hawaii,Maine, Massachusetts, Michigan, Minnesota, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, South Dakota, Vermont, Washington and Wisconsin.

7. National Labor Relations Act of July 5, 1935, 29 U.S.C. Sec. 151 et seq.

they want to be represented by a particular labor organization or by one among competing labor organizations or by none. This is a key issue and the implications are obvious. For a time, at least, the decision spells life or death to the aspirations of organizations which fail to win. Moreover,the definition of the unit substantially affects the resulting bargaining structure. For example, the bargaining units might be statewide or the units might correspond to the various operating departments or even to sections of those departments. Both the employer and the management structure for bargaining obviously will have to be responsive to these alignments.

Supervisory Employees

Another problem encountered in determining bargaining units is what to do about employees having supervisory status. The NLRA defines supervisory employees very broadly and denies them statutory protection with respect to organization and collective bargaining, with the result that they may be included in a bargaining unit only with the employer's consent[8]. In the Fordham University case the University argued, on the basis of the NLRB definition, that the entire tenured faculty, who are members of the faculty senate, should be excluded from the bargaining unit in view of the varied responsibilities of the faculty regarding curriculum, appointments, promotions, grievances, supervision of graduate students and research assistants, and the like; and in view of the faculty senate's other collective managerial responsibilities in decision-making.

The argument did not prevail. Difficult questions are involved here, nonetheless. Should the private sector concepts of "supervisor" control in the academic setting? Would the traditional collegial forms of faculty participation in academic governance have to be scrapped to permit the introduction of NLRA-type collective bargaining? Should departmental chairmen, assistant deans, and members of departmental executive committees be included with the regular faculty in an appropriate bargaining unit or, state law permitting, should they be accorded bargaining rights but in separate bargaining units?

Legislative Guidelines for Unit Determination

A survey of state statutes and the federal executive orders yields a variety of approaches to the definition of an appropriate unit. Some state legislation contains language similar to that of the NLRA, providing minimal legislative guidance and leaving the standards for determining appropriate groupings of employees to the discretion of the administering agency. Other states have tried to provide specific guidelines. The Hawaii statute[9], effective July 1, 1970, definitively prescribes bargaining units to be used statewide:

> All employees throughout the State within any of the following categories shall constitute an appropriate bargaining unit: (1) Nonsupervisory employees in blue collar positions; (2) Supervisory employees in blue collar positions; (3) Nonsupervisory employees in white collar positions; (4) Supervisory employees in white collar positions; (5) Teachers and other personnel of the department of education under the same salary schedule; (6) Educational officers and other personnel of the department of education under the same salary schedule; (7) Faculty of The University of Hawaii and the community college system; (8) Personnel of The University of Hawaii and the community college system, other than faculty; (9) Registered professional nurses; (10) Nonprofessional hospital and institutional workers; (11) Firemen; (12) Policemen; and (13) Professional and scientific employees other than registered professional nurses.

8. NLRA Sec2(11),29U.S.C.Sec152(11) states: The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgement.

9. Session Laws of Hawaii, Act 171, 1970.

Other states have not yet set such specific guidelines for bargaining units, but have indicated some preference in terms of general principles or policies. The Pennsylvania statute[10] directs the agency to avoid an over-fragmentation of bargaining units to the extent feasible, thus recognizing a problem of serious proportions.

The Scope of Negotiations

The legally permissible and desirable scope of subject matter for collective negotiations is a critical issue. The answer, of course, depends on the applicable statute and how it is interpreted.

Some state statutes are modeled after the NLRA, stating the duty to bargain "in good faith with respect to wages, hours, and other terms and conditions of employment." The NLRB and the courts have developed a substantial body of interpretations implementing those provisions. Will the state administrative agencies and the state courts tend to apply the same kinds of principles?

Some state legislatures consider the scope of bargaining in the public sector to be such a serious problem that they have attempted to exclude some subjects from the bargaining process. The Hawaii statute has the following provisions:

> Excluded from the subjects of negotiations are matters of classification and reclassification, retirement benefits and the salary ranges and the number of incremental and longevity steps now provided by law, provided that the amount of wages to be paid in each range and step and the length of service necessary for the incremental and longevity step shall be negotiable. The employer and the exclusive representative shall not agree to any proposal which would be inconsistent with merit principles or the principle of equal pay for equal work pursuant to (another statute) or which would interfere with the rights of a public employer to (1) direct employees, (2) determine qualification, standards for work, the nature and contents of examinations, hire, promote, transfer, assign and retain employees in positions and suspend, demote, discharge, or take other disciplinary action against employees for proper cause; (3) relieve an employee from duties because of lack of work or other legitimate reasons; (4) maintain efficiency of government operation; (5) determine methods, means, and personnel by which the employer's operations are to be conducted; and take such action as may be necessary to carry out the missions of the employer in cases of emergencies.

Other statutes use different language, either mandatory or permissive.

Management Functions

An alternative approach is to require that certain stated functions be retained by management. Thus, federal Executive Order No. 11491 states in Section 12:

> Each agreement between an agency and a labor organization is subject to the following requirements:..(b) management officials of the agency retain the right, in accordance with applicable laws and regulations - (1) to direct employees of the agency; (2) to hire, promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees; (3) to relieve employees from duties because of lack of work or for other legitimate reasons; (4) to maintain the efficiency of the Government operations entrusted to them; (5) to determine the methods, means, and personnel by which such operations are to be conducted; and (6) to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency;..
>
> The requirements of this section shall be expressly stated in the initial or basic agreement and apply to all supplemental, implementing, subsidiary, or informal agreements between the agency and the organization.

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[10] 43 Pa. Stat. Ann. Sec.1101.101 et seq. (Purdon 1970).

Some state scatutes include similar restrictive provisions which have the effect of circumscribing public sector negotiations far more narrowly than is true in the private sector.

Conflicting Legislation

Another tough legal problem arises in administering public sector legislation where the bargaining obligation is expressed in general NLRA-type terms. A determination must be made as to the extent the bargainers are free to negotiate to finality on matters specifically covered by preexisting legislation. A state law may provide for a state-administered pension plan, or create a state-administered system of teacher tenure, or provide specific hours of work for firemen. Municipalities operating under home rule charters adopted pursuant to state constitutional authority may establish pension plans or civil service systems or otherwise deal specifically with other terms and conditions of employment regarding some or all categories of city employees. A serious question arises in these contexts: Does the enactment of legislation which states the bargaining obligation in general terms override preexisting legislation and home rule charters which have set terms and conditions of employment? These problems have already arisen, with varying results, and will continue to plague the administering agencies, the courts, and the parties to bargaining.

Some state legislation has sought to meet this problem, but the provisions are often difficult to interpret. The New York statute, for example, includes the following provision:[11]

> Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in the agreement:
>
> > 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, shall not become effective until the appropriate legislative body has given approval.

The appropriate legislative body for statewide or state employees, I would presume, is the legislature itself. The appropriate legislative body at the school district level, at least in Michigan, would be the district school board and at the municipal level in both New York and Michigan - if Michigan had the provision - the city council or a similar legislative body.

Perhaps this kind of restriction does not pose a great problem at the municipal level, since municipal government can only become bound or provide funds by appropriate legislative action, but an important technical distinction should be noted. Provisions such as those stated in the New York statute (or like provisions in the Pennsylvania statute[12] and elsewhere) may mean that the local legislative body has two bites at the apple. In statewide bargaining relationships where the bargaining is done by a subordinate agency of the state, as it certainly must be, the provision would apparently mean that the labor relations act does not necessarily circumscribe the field of negotiations. Anything could be negotiated, including pension plans covered by a state law, but the resulting agreements would lack finality. The parties would have to take the further political step of seeking confirmation from the legislature. That situation presents an enormous problem not faced in the private sector.

The Bargaining Obligation

What kind of bargaining or negotiation obligation is imposed by state provisions or by President Nixon's 1969 federal Executive Order 11491? The executive order and some state legislation directs that parties "meet and confer" with respect to wages, hours, and other

11. N. Y. Civil Service Law Sec. 204-a (MdKinney 1969).
12. 42 Pa. Stat. Ann. Sec.1101.901 (Purdon 1970).

terms and conditions of employment. The language of the NLRA, copied in many state acts, states an obligation to "bargain collectively" with respect to wages, hours, and other terms and conditions of employment. Are these obligations identical?

Presumably the use of the "meet and confer" language represents a deliberate attempt to impose a bargaining obligation less strict than the traditional obligation to "bargain collectively in good faith." I do not purport to deal here with the full ramifications of the distinction. The basic theoretical difference is that meeting and conferring, unlike the stricter bargaining, does not mandate that negotiations be carried to an impasse. It neither requires nor permits the administering agency to pass judgment on the bargaining process as minutely as the NLRB has customarily done. The NLRB examines the negotiations, often in great detail, to determine whether bargaining positions have been taken in good faith. Such examination goes substantially beyond inquiry into whether the parties have simply met and conferred[13].

The bargaining structure is an extremely important aspect of the total bargaining process, and structure is greatly affected by determination of the appropriate bargaining unit. As fragmentation of units increases, so does the problem of conducting collective bargaining. This problem is serious in the private sector but even more serious in the public sector. What one unit gets outher units will want, and probably more - a roadblock hampering the negotiation of a complete set of agreements. Unfortunately, highly fragmented bargaining units have emerged under some state laws. Other state laws encourage the establishment of broad units,with particular sensitivity to the special problems collective bargaining faces in the public sector. It is to be hoped that future legislation will follow the latter course.

The bargaining structure is in some respects a practical rather than a legal problem. In theory, most legislation is formulated to prevent one side from interfering with the internal structure adopted by the other side. However, the good faith requirement can be a basis for the claim that each side should have bargaining teams possessing genuine authority to negotiate - a matter of internal structure. The size and makeup of a bargaining unit will have considerable bearing on how such authority and structure are designed.

A faculty senate or other similar decision-making body in a college or university conceivably could become the faculty's bargaining agent. Certification of an outside agent or an AAUP chapter would raise the critical question of what should be done with any existing decision-making or consultative apparatus.

The Strike Issue

In the private sector the accepted orthodoxy is that there can be no genuine collective bargaining without the right to strike. The possibility of withholding services is supposed to be the catalyst which helps to produce agreement. The employer's ability to lock out employees theoretically plays a similar role. On the other hand, the prevailing view reflected in state statutes is that strikes by public employees are illegal.

The statutes of Hawaii and Pennsylvania do not impose an absolute prohibition on all strike action, but they do provide that strikes which critically affect the public welfare are not permitted. The same is true of the Vermont statute with respect to municipal employees. Hawaii and Pennsylvania also prohibit strikes before the statutory impasse

13. Under the Los Angeles City Ordinance (GERR, No.388-F-1; Jan.1971), it is an unfair employee relations practice for either management or the union "to refuse to meet and confer good faith at reasonable times, places, and frequencies...or to refuse to consult upon request...on matters which are within the proper scope of representation." "Meet and confer" is defined as the obligation "to meet and confer within a reasonable period of time in orde to exchange freely information, opinions, and proposals, and to endeavor to reach an agreen matters within the scope of representation."

procedures have been exhausted. Pennsylvania prohibits strikes by guards at mental hospitals or prisons, by personnel necessary to the functioning of the courts, and by police and firefighters.

The state legislatures have stated the strike prohibition in various ways and with various kinds of supporting sanctions. Michigan and some other states provide no specific sanction, but the employer may take disciplinary action or seek a court injunction. In other states specific, and in some instances severe, sanctions are indicated. The New York statute mandates that injunctive relief be sought, that strikers have probationary status for one year, and that a deduction be taken from the worker's pay of an amount equal to twice his daily rate of pay for each day of violation. Further, a union in violation of the act forfeits its right to have dues deducted for a period of time to be determined by the public employment relations board; and the union may be fined for contempt of an injunctive order in an amount fixed by the court.

Injunctive relief, where available, is not necessarily automatic. The labor organization, countering with a charge of bad faith bargaining or the like (as in Michigan under the Holland[14] decision) may defeat or delay the issuance of an injunction.

Impasse Resolution

Public sector legislation emphasizes impasse resolution procedures. The usual pattern is mediation followed by fact-finding with nonbinding recommendations. Six states[15] have provided for binding arbitration of disputes with police, firefighters, or other groups[16]. Nevada recently adopted a statute giving the governor authority to direct, before submission of a dispute to fact-finding, that the recommendations on some or all issues be final and binding. The Maine and Rhode Island statutes provide for compulsory arbitration of some, but not all, issues.

The results of strikes by public employees vary with the state of the labor market, the kinds of sanctions authorized, and whether such sanctions are imposed. However, many believe that we must concentrate not on the strike issue but on developing suitable dispute settlement mechanisms.

As compared with mediation and fact-finding, compulsory arbitration is not yet extensively used. Its use raises some interesting questions. What kinds of decision standards should be applied? How important are limitations on budget or revenue sources in determining wage issues and other money issues? In effect, does arbitration involve a dangerous reallocation of governmental responsibility and authority? Does it have an adverse effect on collective bargaining? Is it desirable in part on the ground that it may substitute rationality and equity for the relative power positions of the parties to collective bargaining?

I have tried to provide a capsulized survey of the legal structure and of some of the problems underlying public sector unionism at the federal and state levels, with some comparative references to the private sector. It should be obvious, even from this limited discussion, that private sector legal and structural models have strongly influenced the nature of public sector legislation and practices. That influence may lessen with increased efforts to take into account the problems peculiar to the public sector, efforts especially needed in considering how to handle the unionization of college faculties.

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14. Holland v. Holland Education Ass'n, 380 Mich. 314, 157 N.W.2d 206 (1968).
15. Maine, Michigan, Rhode Island, South Dakota, Vermont, and Wyoming.
16. Michigan's experiment with compulsory arbitration will expire in June of 1972 unless the legislature elects to extend it.

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LEGISLATION IN THE STATES*

Following is a state-by-state classification of collective negotiations legislation which applies specifically to post-secondary institutions.

Of special interest are the following points:

(1) The large majority of state laws has been passed very recently, mostly within the past six years.

(2) Twenty states have some form of collective negotiations legislation which applies to post-secondary education.

(3) Of the thirty states without enabling legislation, twenty-three have had considerable or moderate legislative activity since 1970. Thus, the level of interest continues to be high.

Group A - States which have specific legislation which deals with public employees in post-secondary educational institutions:

	State	Levels with Current Contract or Units Recognized		Year of Law Enactment
1	Alaska[1]			1972
2	Hawaii[1]	4 year	2 year	1970 1971
3	Kansas[2]		2 year	1970
4	Minnesota[1]		2 year	1971 1972
5	Montana[4]			1973
6	New Hampshire[1]	4 year[5]	2 year[5]	1969
7	New York[1]	4 year	2 year	1967 1969 1971
8	Oregon[1]		2 year	1973
9	Pennsylvania[1]	4 year	2 year	1970
10	South Dakota[1]			1970
11	Vermont[1]	4 year		1969 1972
12	Washington[3]	4 year[5]	2 year	1971 1973

[1]Within omnibus public employment legislation - see Chart B.
[2]Meet and confer rather than mandatory legislation.
[3]Specific special legislation for Community College.
[4]Postsecondary personnel covered under K-12 act by implication in 1973 public employment bill.
[5]Non-teaching employees only.

Group B - States in which no specific or special post-secondary mention in the language of the legislation of an omnibus public employee bill but where by implication or interpretation post-secondary personnel and institutions are included:

	State	Levels with Current Contract or Units Recognized		Year of Law Enactment	
1	Delaware[1]	4 year		1965	
2	Massachusetts	4 year	2 year	1970	1973
3	Michigan	4 year	2 year	1965	
4	Nebraska	4 year		1969	
5	Nevada[2]			1969	1971
6	New Jersey	4 year	2 year	1968	
7	Rhode Island	4 year	2 year	1970	
8	Wisconsin	Vocational Technical		1971	

[1]Meet and confer act only.
[2]Community Colleges may be looked upon as special districts under local government Employee Relations Act; however, university system employees would not be covered.

Group C - States which have no collective negotiations legislation for post-secondary education but in which there are de facto post-secondary contracts or employee unit recognition and in which some legislative activity in respect to legalization of the de facto situation has taken place since 1970:

	State	Levels with Current Contract or Units Recognized	
1	Colorado		2 year
2	Florida[3]		2 year
3	Illinois		2 year
4	Maine[1]	Vocational Technical	
5	Maryland[2]	4 year	2 year
6	Ohio	4 year	
7	Utah		2 year

[1]State has a town or municipal level which covers K-12 personnel only.
[2]State has a K-12 meet and confer law.
[3]Florida has allowed two counties (Hillsborough and Pinellas) to allow K-12 teachers to organize. They are meet and confer statutes. Supreme Court of Florida has ordered the legislature to pass a public employee omnibus bill. They failed to do so and issue is before the courts.

Group D - States in which there has been considerable to moderate legislative activity since 1970 of an omnibus legislation level in which post-secondary personnel would have been included:

	State
1	Alabama
2	Arizona
3	Arkansas
4	California [1] [2]
5	Connecticut[1]
6	Idaho[1]
7	Indiana[1]
8	Iowa
9	Missouri[2] [3]
10	New Mexico[5]
11	North Carolina[3]
12	North Dakota[1] [4]
13	Oklahoma[1]
14	Tennessee
15	Texas
16	Virginia

[1]State has a K-12 professional negotiations act of a mandatory or meet and confer nature.
[2]State has an omnibus Public Employment Act of a meet and confer nature but post-secondary personnel are not covered under the statute.
[3]State has laws prohibiting public employee or employers from bargaining in educational settings.
[4]North Dakota has a limited public negotiations act for state and municipal employees.
[5]New Mexico has set of State Personnel Board regulations which allow for some of the aspects of collective negotiations for public employees of a permissive nature. The regulations are not, however, a formal public employees law; in effect New Mexico is in a class by itself.

*Data presented in this section was gathered by Dr. Thomas Emmet of Regis College and by the staff of the Education Commission of the States. It will be presented in the appendix of a forthcoming handbook on academic collective bargaining for state legislators and others, to be published by ECS. This list is tentative and subject to change.

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SOME SUGGESTED ADVANTAGES AND DISADVANTAGES OF COLLECTIVE BARGAINING
A Short Review

There has been a great deal of speculation about the effects of collective bargaining on colleges and universities. Because of the unique characteristics of higher education, collective bargaining in academic institutions may have special advantages and disadvantages.

The bulk of experience with collective bargaining has been in industry. Academic collective bargaining is a recent phenomenon, and there is very little data about the actual impact on academic life and governance.

This report, addressed to those unfamiliar with collective bargaining in higher education, reviews briefly some advantages and disadvantages, as seen by a number of authors. One should bear in mind that in the absence of extensive experience, most of the pros and cons reviewed below reflect authors' opinions rather than established fact. Furthermore, the Academic Collective Bargaining Information Service* is neutral on the desirability of collective bargaining, and does not attempt to judge the relative merits of the following points. Each of the points obviously has a counter argument. For a fuller general discussion, the reader is referred to other sources (see e.g. "For Further Reference", infra).

Some Suggested Advantages of Collective Bargaining

1. Efficiency

Collective bargaining is more efficient in representing faculty positions than more familiar faculty or university senates. Often senate decision-making processes are ill-defined. Decisions are slow in coming.

2. Equality of power

Under collective bargaining, faculty power strengthens and tends to approach equality with administrative power in areas covered by the bargaining contract. Each can demand agreed-upon performances from the other.

3. Legal force

Unlike many traditional university policies and procedures, collective bargaining contracts carry the force of law. Their provisions cannot be ignored or changed informally or unilaterally. Provisions of the contract will often take precedence over traditional university or other policies or regulations, unless these themselves have the force of law, or are written into the contract.

4. Impasse resolution

Collective bargaining laws usually contain impasse procedures. Various methods, including the use of outside mediators and fact-finders may be used to resolve bargaining conflict.

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Under such procedures, neither party to the dispute has the ultimate power of veto over the position of the other party.

5. Communication

The requirement that both parties bargain in good faith facilitates better communication between faculty and administration. A continuous and meaningful dialog is guaranteed by the law. Information must be shared under the terms of most labor laws. Salary, fringe benefits, and other conditions of employment become matters of frank and open discussion. Furthermore, the bargaining process assures that differences between announced policy and actual practice do not escape a full discussion.

6. Understanding the institution

The process of collective bargaining leads to better understanding of the workings of the institution. In the course of lengthy discussions on matters of mutual concern, each party comes to better understand the needs and constraints of the other. Moreover, in quantifying and setting priorities on those needs and constraints during the bargaining process, each party comes to be familiar with the financial and policy limitations of the institution.

7. Individual problems

Collective bargaining provides a mechanism for the resolution of individual problems. It is said that under traditional academic government, individual faculty concerns may be inefficiently or inadequately reviewed. Under well-defined grievance procedures developed through collective bargaining, such concerns are brought forward, clarified, and resolved.

8. Definition of policy

Collective bargaining fosters clearer definition of administrative policy and procedure. The latitude for individual initiative in administrative judgment matters is defined specifically, especially in personnel decisions. This puts everyone on notice as to what to expect and what is expected. Misunderstanding is thereby minimized.

9. Rights guarantee

The written contract which results from bargaining contains, and therefore guarantees, many employee rights. Personnel procedures, including grievance procedures, are well defined and have a legal and binding effect. Disputes are not subject to the final interpretation of one of the parties, but to that of an impartial third party, such as a state labor relations board, or a court of law. This procedure minimizes the abuse of administrative power.

10. Faculty compensation

Collective bargaining has produced notable gains in faculty compensation.

11. Self-determination

Collective bargaining gives the faculty member more control over decisions about his own career (in such matters as fringe benefits, salary, appointment, promotion, sick leave, tenure, work load, working conditions, etc.).

12. Administrative evaluation

In certain situations, collective bargaining will diminish the role of merit increases faculty compensation. Merit adjustments may be less favored or actually eliminated under

the contract. Increases are thereafter given for experience on the job. Performance evaluations become somewhat less important. Standardized allocation will help eliminate petty jealousies among faculty members, since all are treated alike.

13. Younger faculty

Younger faculty members benefit from collective bargaining, especially if the faculty as a whole has substantial numbers of young faculty in the bargaining unit. They might view it as a method to protect their access to promotion and continuing pay increases. To this extend senior faculty members formerly sitting in judgment on these matters may lose power. In a traditional system, senior faculty exercise greater power than their numbers might indicate. But collective bargaining is a system of one man, one vote. If their numbers are substantial, young faculty gain power through the vote.

14. Minorities

Collective bargaining helps women and minorities by fostering an equal pay schedule; devising effective grievance procedures; standardizing performance evaluation procedures; standardizing other job-related policies and procedures such as recruitment and appointment, dismissal or non-retention, promotion and tenure. In short, collective bargaining contracts carry the weight necessary to provide an effective weapon in equal opportunity matters.

15. Institutional loyalty

The collective bargaining process gives faculty greater decision-making power within the institution. This will foster increased identification with university goals and policies, since the faculty role in formulating such goals is guaranteed.

16. Educational policy

Collective bargaining will place more power in educational matters into the hands of the faculty, who are the real experts.

17. Competitive power

With regard to state institutions, it is argued that unionization enables faculty to better compete for available funds. Other public employees, who compete for the same funds are already unionizing.

Some Suggested Disadvantages of Collective Bargaining

1. Costs

Collective bargaining rapidly increases costs. A new bureaucracy is needed to back up the negotiating team and to administer the contract. This would include labor relations experts, legal counsel, hearing officers, statisticians, and so on. Bargaining takes the time of regular academic and business university officers as well. It also increases professors' costs, through union dues.

2. Flexibility

Once a collective bargaining contract has been signed, the reference point of all contract-related policies and procedures becomes the wording of the contract. This weakens institutional flexibility and administrative decision-making power.

3. Job actions

Job actions (e.g. strikes, sick-ins, etc.) are not appropriate in higher education.

4. Union power

Under many collective bargaining contracts, employees must work through the unions when they file a grievance under the university grievance procedure. The union must be kept informed of the progress of the grievance. This is detrimental to flexibility and informal resolutions of grievances. The freedom of action of the individual faculty member is narrowed by this union power.

5. Bureaucracy

The new and larger bureaucracy, the centralization of power at the bargaining table, and the new detailed written procedures may have a homogenizing and standardizing influence on the campus. This is antithetical to the purposes of higher education, which must foster diversity of views and approach. Since institutions must serve a pluralistic society, they must themselves be pluralistic.

6. Power shifts

Collective bargaining brings about shifts in power within institutions. For example, where the union is dealing with the same or similar issues, the role of the faculty senate is jeopardized. In addition, under an increasing centralization of procedures and policy formulation, the traditional independence, pluralism and power of departments may be altered. Moreover, upper level administration will have to act more like management, dealing with faculty as employees rather than colleagues. They will have to exercise powers of supervision and control like their industrial counterparts, to be certain contract provisions are adhered to.

7. Adversary relationship

Collective bargaining is an adversary approach to decision-making. Such an approach derives from industrial models or organizations which may not be appropriate for colleges and universities. Under such models, educational policy will be the result of negotiation, not thoughtful deliberation.

8. Demands on faculty

If collective bargaining results in financial gains for faculty, funding agencies may demand increased "productivity" in return for higher faculty compensation. For example, State governments may impose precise work load requirements and limit research facilities, sick leave, and sabbaticals.

9. University autonomy

In the case where the funding agent is external to the institution -a State government, for example -it is argued that there is a tendency for the agent to deal directly with the union in negotiation. Indeed, this is sometimes written into the law. This weakens institutional autonomy.

10. Exaggerated demands

Exaggerated claims and demands are ordinarily part of the bargaining process. Such claims are not consonant with the aims of higher education. It is the duty of colleges and universities to foster a regard for truth, and to avoid advocacy.

11. Students

Students may become casualties at the bargaining table. Ordinarily they do not participate in collective bargaining discussions, and student welfare may be sacrificed in the course of negotiation. Increases in faculty compensation and improvements in working conditions may be paid for by higher tuition. In addition, contract negotiations may focus on a variety of matters in which students have a legitimate and vital interest, including class size, faculty-student ratios and curricular matters. Finally, the failure of negotiations might lead to a faculty strike which could interrupt students' education.

12. Standardization

Standardized pay increases are sometimes negotiated in collective bargaining contracts. This policy eliminates a merit incentive and prevents adequate rewards for outstanding service. This may lead to a lower standard of performance by faculty members. Outstanding professors may leave, and the standardized restrictions on starting salary may make it difficult to recruit others.

13. Funding problems

Collective bargaining may foster co-ordination problems in the funding process. Thus, a state university may reach an agreement with its faculty union, and find out subsequently that the state will not finance it.

14. Diversity

Universities are traditionally havens for diversity and individual rights. Yet, collective bargaining laws ordinarily call for exclusive bargaining agents - unions which have the exclusive right to bargain with management on salary, fringe benefits, working conditions, and so on. Administrators may be barred from bargaining with other groups or persons.

15. Financing unions

An allied problem for the preservation of diversity and individuality is the financing of the bargaining agent. Where the union cannot obtain adequate financing from voluntary dues, it may press for other means, such as an agency shop (where, as a condition of continued employment, each member of the bargaining unit is required to pay the union the equivalent of his share of union costs incurred in representing him). This may be an unacceptable restraint on faculty members.

16. Faculty rights

It is claimed that academic freedom and tenure could be lost at the bargaining table. Conceivably, these could be traded off for other advantages.

17. Unit determination

Under the collective bargaining laws, agencies outside the university can make the final determination as to who is a member of the faculty bargaining unit. There are often a number of contended cases, such as the case of non-teaching professionals, or part-time teachers. The outside agencies (the NLRB in the case of private institutions) have sometimes chosen to place such groups within the faculty unit. It is argued that this may impair faculty integrity. Such groups have interests which are not entirely similar to teaching faculty.

18. Outside arbitrators

Academic freedom and institutional autonomy could be impaired by impasse resolution procedures. Some say that unionization places new strictures on institutions by the process of resolution of internal disputes by outside arbitrators. It is argued that such arbitrators do not understand the unique higher educational situation.

19. Innovation

Unionization might inhibit innovation. Rules may become rigid, and work requirements quantified. This inhibits change and experimentation.

For Further Reference:

Following are a few references for further information in this area:

Boyd, William, "Collective Bargaining in Academe: Causes and Consequences," Liberal Education 57 (October 1971).

Bucklew, Neil S., "Collective Bargaining in Higher Education: Its Fiscal Implications," Liberal Education 57 (May 1971).

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Duryea, E. D., Fisk, Robert S. and Associates, Faculty Unions and Collective Bargaining, San Francisco, Jossey-Bass, Inc. 1973.

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FACULTY PROFESSIONAL ASSOCIATIONS

Issue	American Association of University Professors (AAUP)	American Federation of Teachers (AFT)	National Education Association (NEA)
History and Collective Bargaining Policy	Founded in 1915 by a group of University professors, the AAUP has been the only organization that represents faculty exclusively. This professional association partially supported faculty collective bargaining first in 1966, when its Council voted "to authorize AAUP chapters to seek recognition as bargaining agents at institutions where "effective faculty voice and adequate protection and promotion of faculty economic interests" did not exist. Three additional restrictions were imposed: a chapter must first obtain the approval of the AAUP general secretary; no strikes or work stoppages were to be called; and no agency shop arrangements were to be negotiated. This policy was buttressed by an additional statement, two years later, that conditions at particular institutions might be so unsatisfactory to the faculty that collective bargaining might be the best way to improve one's position. At the same time, the association suggested that faculties seek to strengthen the role of the faculty senate within the governance structure of their	AFT was founded in 1916 to bring public school teachers into the American labor movement and to win better salaries and working conditions for them. From the beginning it stressed an adversary relationship between school teachers and administrators. It agreed that teachers should join an organization independent of their employer and then attempt to use collective bargaining as the best way of improving their compensation and working conditions. Statutory rights to engage in collective bargaining were not really granted until the 1960's, however. The AFT entered higher education as a labor organization before the NEA or AAUP, with the establishment of several locals for professors at urban universities during the 1930's. As a result, it was selected as a bargaining agent at those institutions which first elected bargaining agents.	Oldest of the three organizations, it traces its origins back to the National Teachers Association founded in 1857. Throughout most of its history, NEA's purpose has been to serve the professional interests of public school personnel--administrators as well as teachers. NEA became increasingly active as a political force at the local, state and federal levels. After 1945, it campaigned aggressively for the "cause of popular education" and, on behalf of its membership, for better "conditions of employment". NEA became interested in higher education through its interest in teacher-training programs. This interest led to the formulation of the American Association for Higher Education (AAHE). This affiliate, like the parent organization, accepted college administrators as well as professors. During the 1960's, the relationship between AAHE and NEA became increasingly troubled as NEA grew more teacher-oriented and advocated collective negotiations. The relationship between the two groups was terminated in 1968.

Issue	American Association of University Professors (AAUP)	American Federation of Teachers (AFT)	National Education Association (NEA)
History and Collective Bargaining Policy	institutions. The AAUP Council in 1971, announced that the association was to pursue collective bargaining "as a major additional means" of achieving the goals of the AAUP. This new policy was approved by the membership in 1972.		Internal organizational rearrangements within NEA resulted in the formation of a body called the Higher Education Association.
Membership	Until 1972, elegibility for "active membership" was restricted to persons holding at least a one-year appointment to a position of at least half-time teaching and/or research, with the rank of instructor or its equivalent of faculty status, in an approved institution. This was changed in 1972 to include any professional appointee included in a collective representation unit with the faculty of an approved institution. Of the three faculty associations, the AAUP has had its greatest relative membership strength in universities, numbering approximately 88,000 members. Its strength has been strongest among four-year, middle-tier schools. Among the academic disciplines, its strength lies in the social sciences and humanities.	Membership is open to any practitioner of the teaching profession, regardless of the level of instruction. Membership among higher education faculty is less than in the other two associations, numbering approximately 30,000. AFT adherents are said to be generally younger and more militant. They are principally in the social sciences and humanities, in two-year institutions. Recent election results indicate that AFT is gaining strength among faculty in four-year institutions.	Membership is open to any practitioner of the teaching profession whether at the elementary, secondary, or higher education level. In addition, NEA maintains that there is a single teaching profession operating at the local, state, and national levels and that the professional associations which operate at these levels are united in purpose, program, and association characteristics In higher education, NEA has a membership in excess of 50,000 faculty members, chiefly in two-year community and junior colleges. Its adherents in higher education are principally in education and other applied professional disciplines such as nursing and physical education.

Issue	American Association of University Professors (AAUP)	American Federation of Teachers (AFT)	National Education Association (NEA)
Current Status	Of its twenty-five current units, AAUP had the two-year Belleville Area College since 1967, added five in 1970, two in 1971, and twelve in 1972 and five in early 1973. In Fall 1973, AAUP became the agent for two four-year institutions: Towson State College in Maryland and Wagner College in New York. AAUP's faculty membership nationwide is still the largest of the three agents. Although its traditional focus on four-year institutions is still the primary one, AAUP has three two-year colleges among its units.	Some twenty-one of AFT's fifty-one current units were organized by the end of 1969; seven were added in 1970, twelve in 1971, seven in 1972 and five in early 1973. In the fall of 1973, AFT won four victories, substantially more than either of the other two agents. The college division of the American Federation of Teachers represents academics at fifty-one institutions (fifteen four-year and thirty-six two-year), principally in states with strong labor movements.	NEA was the first of the organizations to enter collective negotiations, notably through community colleges. It has a large field staff and enjoys a base of over a million members within the public schools. Some forty of its ninety current units were organized by the end of 1969; sixteen were added in 1970, twelve in 1971, sixteen in 1972, and five in 1973. NEA through merged affiliates with the AFT represents twenty institutions in the State of New York. One election was won by this union during the fall of 1973--Endicott Junior College in Massachusetts. Of its ninety collective bargaining units, fifteen are in four-year institutions, and the rest in community and junior colleges.
Experience with Faculty Contracts	By December of 1973, AAUP affiliates had attained fifteen contracts among its twenty-five units.	AFT affiliates currently have forty-three contracts (for forty-eight of its units) Through the years, these affiliates have negotiated over 123 contracts. Institutions in New York State formally with AFT or NEA and now affiliated with both, have fourteen contracts among twenty institutions in December 1973.	NEA affiliates have some sixty-four contracts among its ninety institutions at the close of 1973. During its experience as a bargaining agent, NEA affiliates have negotiated some 200 contracts.

Issue	American Association of University Professors (AAUP)	American Federation of Teachers (AFT)	National Education Association (NEA)
Goals for Academic Faculty	The initial major task of this association was the protection of academic freedom in higher education. It has been involved with efforts to secure tenure, institutionalization of academic "due process", and the advancement of faculty salaries by fostering minimum standards. Some affiliated chapters also have pressed for faculty participation in university governance.	The AFT has been concerned primarily with improving the compensation and working conditions of teachers.	The NEA has been concerned with improving the position of teaching as a profession-by enhancing training, requiring more and better education, formalizing the requirements for teachers' credentials, etc. NEA's early efforts in higher education, like those at lower levels, were dedicated to improving the quality of education rather than the salaries or internal influence of teachers. Increasingly, since the beginning of this century, NEA has attempted to improve the salaries and working conditions of classroom teachers.
Unit Determination Policy	The make-up of faculty units varies greatly. In unit determination AAUP might attempt to follow these guidelines: deans, assoc. deans and others above a department chairman would be included <u>if</u> elected by faculty; if administration appointees, they would be excluded. The Association holds that a department chairman should serve "as the chief representative of his department within an institution". Broad principles of AAUP would seem to require it	The make-up of faculty units varies greatly and is determined at the local level. Generally speaking, in an AFT unit, department chairmen would be included, if possible, since it is felt that most do not have hiring and firing power. Deans, etc., who rank above dept. chairmen would be excluded. Also in the unit with the faculty would be found others who might be described as non-teaching professionals, i.e. librarians, student counselors,	The make-up of faculty units varies greatly and is determined at the local level. According to NEA officials the unit determination is is generally left to the discretion of the state public employee relations board or comparable agency. As a result, NEA contracts might be negotiated with a unit which includes not only faculty but also department chairmen, part-time faculty, librarians, counselor and other non-teaching professionals.

Issue	American Association of University Professors (AAUP)	American Federation of Teachers (AFT)	National Education Association (NEA)
Unit Determination Policy	to favor inclusion of chairmen within the faculty bargaining unit under all circumstances. The chairman issue, as well as the other individuals included in the bargaining unit, in addition to professors, has varied from campus to campus. Unit determination, in effect, is finally decided at the local level. For example, Illinois' 110-member Belleville Area College unit, for which AAUP is agent, includes teachers, counselors, librarians and department heads. At Rutgers University, 800 graduate assistants have been added to the original 2,500-member faculty unit.	student placement officers. AFT may also include part-time faculty and lecturers. For example, Washington's Green River College unit includes 121 full-time and 191 part-time day and evening faculty members. Wayne County Community College has some 1,100 Faculty on its payroll each academic year, including only 148 full-time professors. Many units, on the other hand, contain only full-time faculty.	In fact, at Edmonds Community College and Everett Community College, members of a two-college district, the presidents are also part of the bargaining unit, along with 170 full-time and 230 part-time academic staff, since they have a district director over them with whom compensation issues are negotiated. However, conceivably a contract might be negotiated with a "pure" unit comprised of only faculty members.
Faculty Senate Policy	Firmly committed to maintaining and strengthening senates and other traditional arms of university governance.	Views differ from campus to campus. Some locals have tried to keep their faculty senates intact. Other union leaders have criticized senates as ineffective, slow-moving, and captives of college administrations.	Views differ from campus to campus. Some locals have tried to keep their faculty senates intact. Other union leaders have criticized senates as ineffective, slow-moving, and captives of college administrations.
Tenure Policy	AAUP policy opposes strict numerical quotas on tenure but gives universities the option of "stricter standards for the awarding of tenure... over the years (that result in) consequent decreases in the probability of achieving tenure."		NEA maintains that: "Every probationary staff member is eligible for and entitled to tenure upon reaching the prescribed level of competence. Hence, the practice of establishing institutional tenure quotas must be abol-

Issues	American Association of University Professors (AAUP)	American Federation of Teachers (AFT)	National Education Association (NEA)
Tenure Policy			ished. Such artificial barriers to the achievement of tenure are unrelated to any standard of professional competence and constitute a dismissal (i.e., non-renewal of contract) for arbitrary, capricious and frivolous reasons. The conferring of tenure on a staff member should carry with it a continuing contract of employment with the institution which is not annually renewed and can be terminated only for just cause. Just cause shall mean only flagrant and continuing failure to fulfill contract obligations without legitimate reasons. Whether probationary or tenured, a staff member whose employment with the institution is terminated should receive severance pay. The amount of this severance pay should be at least one half year's salary for a second year teacher and should increase in proportion to the number of years service the employee has performed at the institution."

Issues	American Association of University Professors (AAUP)	American Federation of Teachers (AFT)	National Education Association (NEA)
Student Role	AAUP opposes student participation at the bargaining table in any form.	AFT in favor of an increased student role in university decision-making and as a participant at the bargaining table.	NEA opposes student participation be it as an active participant or just an observer.
Strikes and Work Stoppages	It is the policy of the Association to call or support a faculty strike or other work stoppage "only in extraordinary situations which so flagrantly violate academic freedom or the principles of academic government, or which are so resistant to rational methods of discussion, persuasion, and conciliation, that faculty members may feel impelled to express their condemnation by withholding their services, either individually or in concert with others. It should be assumed that faculty members will exercise their right to strike only if they believe that another component of the institution (or a controlling agency of government, such as a legislature or governor) is inflexibly bent on a course which undermines an essential element of the educational process."	In 1960, the organization endorsed teacher strikes. Its policy holds that stopping work is a very last resort when all other means to bring about a fair settlement of a serious controversy have failed.	Prior to 1968, NEA's Representative Assembly opposed strikes and work stoppages, although many had been staged by NEA affiliates. In that year policy changed, since the NEA felt that it must support its affiliates on this issue.

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ACADEMIC BARGAINING MODELS

Faculty members in general want to be involved in the governance of their institutions. They are vitally concerned with personnel policy, faculty representation, and economic benefits. Traditionally, these interests are pursued through the college or university governance mechanism - the faculty senate. However, the increasing number of multi-campuses and state-wide systems and the growing centralization of control at many colleges and universities have created much dissatisfaction among faculty members. They feel that communication, consultation and involvement in academic governance are inadequate. In addition, compensation and general working conditions have become a common target for many faculty complaints. This atmosphere of discontent has been conducive to the onset of collective bargaining through union representation. Below, we shall examine the faculty senate and the labor union as two familiar, although different, forms of governance. At times, neither of these "pure models" may be appropriate to the academic environment, and viable alternatives must be sought. Two other governance structures currently used on university campuses are also reviewed.

Faculty Senate

Faculty is traditionally thought of as a community of scholars and is supported by the three basic concepts of academic freedom, professional courtesy, and job tenure. It is usually organized into some kind of campus-wide representative body, which varies from campus to campus in membership and authority. In general, however, it brings together elected faculty and top administrators to share the authority and responsibility for important decisions involving their institution.

The concept of shared authority cannot be operational unless the faculty can influence basic decisions that directly affect them. Issues dealing with educational policy and administration, such as curricula, degree requirements, and scholastic standards, are central to the educational program. On these student-centered issues, faculty judgment is frequently controlling. In other areas of senate involvement such as admissions policies, changes in institutional goals, rules governing student behavior, etc.,

the faculty and administration work together in resolving issues. In matters of academic personnel policy, the senate often establishes procedures, but actual decisions on promotion and tenure, determination of individual faculty salaries, etc., are left in the hands of administrators.

Under this system of governance, relations are on a collegial or partnership basis, if the system works properly. Of course, it does not always do so.

Labor Unions

Collective negotiations employ the technique of bargaining in an effort to resolve disagreements. Bargaining implies an adversary relationship, decision by compromise, exclusive agent, and the potential use of sanctions by each party to coerce the other into granting concessions. Unlike the faculty senate, bargaining is grounded on the belief that a fundamental and permanent conflict of interest exists between managers and the managed. The union regards itself as a service organization for the individual employee. It may place less emphasis on its role as an association concerned with the work and organization standards for the faculty and for the teaching profession as a whole. Generally, the scope of negotiations is limited to the question of recognition, economic benefits, and conditions of employment, but discussions may encompass questions of educational policy. Under some statutes, the end product of the negotiations is a written agreement which is legally binding on the parties.

Many faculty members are not pleased with either of these two extremes. Two efforts, one at the University of Scranton and the other at the University of Michigan, have sought to find paths between traditional governance structures and an external bargaining agent.

The Professional Negotiating Team - University of Scranton

Several years ago, as a result of discontent over new salary scales negotiated by the University Senate at the University of Scranton, the faculty chose a professional negotiating team known as the Faculty Council (FAC). It is composed of three faculty members, officers of the local chapter of AAUP, and two other faculty members elected at large. The full-time faculty approved a constitution claiming broad powers of representation in matters of salary, benefits and other professional concerns. A request was then made to the Trustees that the Faculty Council be granted recognition as the official representative of the faculty. After preliminary issues concerning the rights of the Council were resolved through informal discussion between the two groups, a recognition agreement was signed by FAC and the University. The University team was composed of the President of the University, the Comptroller, and the chief academic officers of the University. It was a team approved by the Board of Trustees, which has the right to approve or reject the final contract as does the faculty as a whole

The agreement made it clear that bargaining was a matter of voluntary agreement and not based upon legal obligations; FAC disavowed that it was a majority bargaining representative under NLRA. As a result, the contractual results of the bargaining do not, by mutual agreement of FAC and the University, become binding upon all faculty members. Existing individual rights cannot be bargained away at the table. The parties further agreed to negotiate only with each other, at least prior to impasse. This meant that the University cannot deal with individual faculty members on the matters covered by the recognition agreement and that FAC cannot deal with Trustees. Lastly, the agreement carefully spelled out which faculty members fall under the proposed contract and defined the bargaining obligation as limited initially to basic salary scales. This meant that neither team could impose bargaining about other matters.

The contract that eventually resulted includes matters that were introduced into the bargaining sessions by mutual agreement, though they go beyond the basic salary about which the parties originally agreed to bargain. It then became the task of FAC to sell the contract to the faculty at large. This relieved the University of the burden of securing consent to those elements of the contract which were not as popular as, say, the cost-of-living increase. On February 12, 1971, in a long meeting, the faculty approved the contract by a margin of five to one. This contract then became part of the individual contract offered to each faculty member.

This procedure, according to the President of the University, Dexter Hanley, allows the University team to face issues from a different perspective and develop a cohesiveness that goes beyond the bargaining table. In the initial stages, no conflicts of interest developed and the bargaining was conducted in an atmosphere of collegial concern. There seems no reason to exclude either FAC or the faculty as a whole from growing participation in University governance and procedures. In addition, he feels, it allows professional organizations such as the AAUP an opportunity to perform many services for the faculty as well as maintain its stated national goals. Continued bargaining has, however, led to economic tensions and the Council is not now composed of the same members as were originally selected.

The Professional Consultative Team - The University of Michigan

Discussions began in the early 1970's in the faculty governing body. The University of Michigan Senate Assembly and its steering committee, the Senate Advisory Committee on University Affairs (SACUA), as to whether the faculty's role in governance was a proper and adequate one. The concern was principally focused on faculty compensation. These discussions were given focus by the national attention given to academic collective bargaining. The Senate Assembly directed a study to be made, and appointed an eleven person committee to examine the issue.

After a year of study, the committee suggested in 1973 that the existing Committee on the Economic Status of the Faculty be reconstituted from an advisory committee to a consultative negotiating team (or spokesman), responsible for formulating specific requests to the administration, particularly in regard to salaries and fringe benefits for academic staff. The Committee, composed of strong faculty members with stature on campus, is charged with gathering information on cost of living increases, salary increments, etc. Through subsequent discussion with the administration, specific faculty-administration recommendations are made to the Board of Regents, together with any reactions or suggestions that may issue from the Senate Assembly. In due course, the request is passed on to the governor and legislature.

In the event that agreement is not reached by the Committee and the administration, the Committee then reports to the Senate Assembly the areas of disagreement and the respective positions thereon. The Senate Assembly then has a number of options, including but not limited to (1) accepting the report of the Committee without comment, (2) instructing the Committee to return to negotiations with a modified set of proposals, or (3) directing an appeal to the Board of Regents. In the event that agreement still cannot be reached, the Senate Assembly can request that the matter go to fact-finding or advisory arbitration, or it can register its dissatisfaction by adopting and publicizing a resolution of censure.

The experience with this newly instituted procedure is not yet sufficient to judge its effectiveness.

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212 College and University Faculties with Collective Bargaining Agents *

Following are 212 institutions of higher education where faculty members have named agents to represent them in collective bargaining:

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS - 25

Four-Year Institutions - 22

Adelphi University (N.Y.)
Ashland College (ohio)
Bard College (N.Y.)
Bloomfield College (N.J.)
University of Bridgeport (Conn.)
University of Delaware
Dowling College (N.Y.)
Hofstra University (N.Y.)
Lincoln University (Pa.)
New Jersey College of Medicine and Dentistry
New York Institute of Technology
Oakland University (Mich.)
Polytechnic Institute of New York
Regis College (Colo.)
University of Rhode Island
Rider College (N.J.)
Rutgers University (N.J.)
St. John's University (N.Y.)
Temple University (Pa.)
Towson State College (Md.)
Wagner College (N.Y.)
Wayne State University (Mich.)

Two-Year Institutions - 3

Belleville Area College (Ill.)
Indian River Community College (Fla.)
Robert Morris College (Ill.)

*From The Chronicle of Higher Education, Vol. VIII, No. 10, November 26, 1973. Information for list and tables was compiled by the National Center for the Study of Collective Bargaining in Higher Education, Bernard Baruch College, City University of New York.

AMERICAN FEDERATION OF TEACHERS (AFL-CIO) - 48

Four-Year Institutions - 12

Boston State College
Bryant College (R.I.)
University of Hawaii - 2 campuses
Layton School of Art and Design (Wis.)
Lowell State College (Mass.)
Massachusetts College of Art
Moore College of Art (Pa.)
New Jersey State College System - 6 campuses
Rhode Island College
Southeastern Massachusetts University
Wentworth Institute (Mass.)
Worcester State College (Mass.)

Two-Year Institutions - 36

Community College of Allegheny County (Pa.)
Community College of Baltimore
Black Hawk Vocational Technical School (Wis.)
Bristol Community College (Mass.)
Bucks County Community College (Pa.)
City Colleges of Chicago - 7 campuses
Connecticut State Technical Colleges - 4 campuses
Eau Claire Technical Institute (Wis.)
Gloucester County College (N.J.)
Green River Community College (Wash.)
University of Hawaii - 6 campuses
Henry Ford Community College (Mich.)
Highland Community College (Ill.)
Highland Park Community College (Mich.)
Illinois Valley Community College
Indian Head Technical Institute (Wis.)
Joliet Junior College (Ill.)
College of Lake County (Ill.)
Lake Michigan College (Mich.)
Madison Area Technical College (Wis.)
Middlesex County College (N.J.)
Milwaukee Area Technical College (Wis.)
Moraine Valley Community College (Ill.)
Morton College (Ill.)
Northeast Wisconsin Technical Institute
Community College of Philadelphia
Prairie State College (Ill.)
Seattle Community College
Somerset County College (N.J.)
Superior Technical Institute (Wis.)
Tacoma Community College (Wash.)
Thornton Community College (Ill.)
Washington Technical Institute (D.C.)
Waubonsee Community College (Ill.)
Wayne County Community College (Mich.)
Yakima Valley College (Wash.)

INDEPENDENT AGENTS - 29

Four-Year Institutions - 7

Fordham University Law School (N.Y.)
Newark College of Engineering (N.J.)
New York University Law School
University of Scranton (Pa.)
Syracuse University Law School (N.Y.)
Temple University Law School (Pa.)
University of Wisconsin - Madison (teaching assistants)

Two-Year Institutions - 22

Auburn Community College (N.Y.)
Clark College (Wash.)
Clinton Community College (N.Y.)
Colby Community Junior College (Kan.)
Erie Community College (N.Y.)
Fulton-Montgomery Community College (N.Y.)
Genesee Community College (N.Y.)
Grand Rapids Junior College (Mich.)
Hudson Valley Community College (N.Y.)
Jamestown Community College (N.Y.)
Jefferson Community College (N.Y.)
Macomb County Community College (Mich.)
Miles Community College (Mont.)
Niagara Community College (N.Y.)
North Country Community College (N.Y.)
Orange County Community College (N.Y.)
Schenectady Community College (N.Y.)
Southwest Wisconsin Vocational Technical Institute
Triton College (Ill.)
Ulster County Community College (N.Y.)
Western Wisconsin Technical Institute
West Shore Community College (Mich.)

NATIONAL EDUCATION ASSOCIATION - 90

Four-Year Institutions - 15

Central Michigan University
Detroit College of Business (Mich.)
University of Dubuque (Iowa)
Ferris State College (Mich.)
Fitchburg State College (Mass.)
Loretto Heights College (Colo.)
Monmouth College (N.J.)
Nebraska State College System - 4 campuses
North Adams State College (Mass.)
Pennsylvania State College and University System - 14 campuses
Roger Williams College (R.I.)
Saginaw Valley College (Mich.)
Salem State College (Mass.)
Westfield State College (Mass.)
Youngstown State University (Ohio)

Two-Year Institutions - 75

Alpena Community College (Mich.)
Arapahoe Community College (Colo.)
Atlantic Community College (N.J.)
Bay de Noc Community College (Mich.)
Community College of Beaver County (Pa.)
Bellevue Community College (Wash.)
Bergen Community College (N.J.)
Big Bend Community College (Wash.)
Brookdale Community College (N.J.)
Burlington County College (N.J.)
Butler County Community Junior College (Kan.)
Camden County College (N.J.)
Centralia College (Wash.)
Cloud County Community Jr. Col. (Kan.)
Columbia Basin Community College (Wash.)
Cumberland County College (N.J.)
Edmonds Community College (Wash.)
Endicott Junior College (Mass.)
Essex County College (N.J.)
Everett Community College (Wash.)
Fort Steilacoom Community College (Wash.)
Fox Valley Technical Institute (Wis.)
Garden City Community Junior College (Kan.)
Gateway Technical Institute (Wis.)
Genesee Community College (Mich.)
Glen Oaks Community College (Mich.)
Gogebic Community College (Mich.)
Grays Harbor College (Wash.)
Highline Community College (Wash.)
Hutchinson Community Junior College (Kan.)
Independence Community Junior College (Kan.)
Jackson Community College (Mich.)
Kalamazoo Valley Community College (Mich.)
Kansas City Community Junior College (Kan.)
Kellogg Community College (Mich.)
Kirtland Community College (Mich.)
Labette Community Junior College (Kan.)
Lake Land College (Ill.)
Lake Shore Technical Institute (Wis.)
Lansing Community College (Mich.)
Lehigh County Community College (Pa.)
Lower Columbia College (Wash.)
Luzerne County College (Pa.)
Maine Vocational-Technical Institutes - 6 campuses
Massasoit Community College (Mass.)
Mercer County Community College (N.J.)
Mid-Michigan Community College
Mid-State Technical Institute (Wis.)
Minnesota State Junior College System - 18 campuses
Monroe County Community College (Mich.)
Montcalm Community College (Mich.)

Moraine Park Technical Institute (Wis.)
Mount Wachusett Community College (Mass.)
Muskegon Community College (Mich.)
North Central Technical Institute (Wis.)
Oakland Community College (Mich.)
Ocean County College (N.J.)
Olympic College (Wash.)
Passaic Community College (N.J.)
Peninsula College (Wash.)
Rhode Island Junior College
St. Clair County Community College (Mich.)
Sauk Valley College (Ill.)
Schoolcraft College (Mich.)
Shoreline Community College (Wash.)
Skagit Valley College (Wash.)
Southwestern Michigan College
Spokane Community College (Wash.)
Spokane Falls Community College (Wash.)
Walla Walla Community College (Wash.)
Washtenaw Community College (Mich.)
Waukeshaw County Technical Institute (Wis.)
Wenatchee Valley College (Wash.)
Westmoreland Community College (Pa.)
Williamsport Area Community College (Pa.)

N.E.A.-A.F.T. - 20

These institutions are represented by the merged affiliates of N.E.A. and A.F.T. in the State of New York.

Four-Year Institutions - 6

City University of New York - 12 campuses
Columbia University, College of Pharmaceutical Sciences (N.Y.)
Long Island University - 3 campuses
Pratt Institute (N.Y.)
State University of New York - 20 campuses
U. S. Merchant Marine Academy (N.Y.)

Two-Year Institutions - 14

Adirondack Community College (N.Y.)
Broome Community College (N.Y.)
City University of New York - 7 campuses
Columbia-Greene Community College (N.Y.)
Dutchess Community College (N.Y.)
Fashion Institute of Technology (N.Y.)
Mohawk Valley Community College (N.Y.)
Monroe Community College (N.Y.)
Nassau Community College (N.Y.)
Onondaga Community College (N.Y.)
Rockland Community College (N.Y.)
State University of New York - 6 campuses
Suffolk County Community College (N.Y.)
Westchester Community College (N.Y.)

COLLEGE FACULTIES WITH BARGAINING AGENTS

	2-year Insts.	4-year Insts.	Public Insts.	Private Insts.	Total
American Association of University Professors	3	22	11	14	25
American Federation of Teachers (A.F.L.-C.I.O.)	36	12	44	4	48
Independent Agents	22	7	25	4	29
National Education Association	75	15	86	4	90
American Federation of Teachers-National Education Association (merged affiliates)	14	6	17	3	20
Total	150	62	183	29	212

Note: The multi-campus units have been counted as one agent, except for the City and State Universities of New York and University of Hawaii, which have been counted once each under two-year and four-year institutions.

COLLEGE FACULTIES WITH BARGAINING CONTRACTS

	2-year Insts.	4-year Insts.	Public Insts.	Private Insts.	Total
American Association of University Professors	1	14	8	7	15
American Federation of Teachers (A.F.L.-C.I.O.)	32	11	38	5	43
Independent Agents	16	4	18	2	20
National Education Association	55	9	61	3	64
American Federation of Teachers-National Education Association (merged affiliates)	12	2	13	1	14
Total	116	40	138	18	156

Note: Multi-campus units with contracts have been counted only once, except for the City and State Universities of New York, which have been counted once each under two-year and four-year institutions.

Information for this list and the accompanying tables was complied by the National Center for the Study of Collective Bargaining in Higher Education, Collective Bargaining in Higher Education, Bernard Baruch College, City University of New York.

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WHAT'S ACTUALLY IN A FACULTY CONTRACT*

The following is an outline of provisions that may be included in a collective bargaining agreement.

It is based on Collective Bargaining in Higher Education: Contract Content-1972, a survey of 101 contracts by Harold I. Goodwin and John O. Andes of the department of education administration at West Virginia University.

Contract Management

Statement of Intent

The areas for negotiation are set out. Enforcement of the contract is the responsibility of both parties. Should any dispute arise over the interpretation or application of the agreement, representatives of both sides will meet and confer in good faith to resolve differences. The agreement supersedes any rules, regulations, or policies of the governing board that are contrary to or inconsistent with its terms.

Recognition of Agent

The union is recognized as the exclusive representative of the bargaining unit under the rules of the National Labor Relations Board or the governing state statute. The governing board may not negotiate with any other organization or with individual faculty members (although some contracts permit individual faculty members to contact the administration or board directly about a special problem). The bargaining agent is recognized for the duration of the contract, plus an additional period of time if a new contract is not negotiated before the current one expires.

Terms and Definitions

These terms are frequently defined: academic year, administration, agreement, association or union, board, campus, faculty, and grievance.

Procedures

The contract must be ratified by the governing board and the members of the bargaining unit.

Neither party may control or influence the selection of the other's bargaining representatives. Only the chief negotiators for each side shall request meetings, arrange the bargaining agenda, set the time and place for meetings, and serve as spokespersons in and out of the bargaining sessions. Either chief negotiator may call a caucus at any time during a session, requiring bargaining to stop.

If agreement cannot be reached or one party refuses to negotiate on an item, either party may declare an impasse and request mediation, fact-finding, or arbitration. No

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*From The Chronicle of Higher Education, Vol. VIII, No. 10, November 26, 1973, p. 14.

details of the negotiations shall be released for publication until the agreement has been ratified.

The agreement is subject to the appropriation of necessary funds. Both parties will support any legislation required to carry out the terms of the agreement.

The agreement incorporates the entire understanding between the parties on all matters that were or could have been the subject of negotiations.

Reopening Negotiations

Bargaining can be reopened during the life of the contract at the request of one party and with the consent of the other. Some contracts prohibit any reopening, except for salary schedules in multiple-year contracts.

Consultation and Communication

Periodic meetings are provided for between management and representatives of the bargaining unit to resolve issues of concern to both parties, such as personnel management, working conditions, budget, university organization, and changes in the mission of the institution.

Duration of Contract

Most contracts are for one year, although some are for two or three years.

Distribution of Agreement

The cost of printing and distributing the agreement is almost always the governing board's obligation, but on occasion the faculty bargaining unit shares the cost. Provisions may be made for the number of copies to be distributed and a time limit.

Conformity to Law

If any provision of the contract is found contrary to law by the courts, it is invalid, but the rest of the contract remains in force.

General Provisions

Dues Check-off

Procedures are established under which union dues may be deducted from a faculty member's paycheck by the university.

No Strike, No Lockout

The faculty agrees not to strike and the governing board agrees not to lock out any employees for the duration of the contract.

Bargaining Agent Rights

The union frequently has the right to appoint one or two official observers to college-wide committees, to meet periodically with the president, to be placed on the board's agenda, to an office on campus at no charge, to a bulletin board, to use college facilities for meetings, to use office equipment, to a copy of the agenda and minutes for board meetings, to released time from teaching duties for its officers, to financial reports and budgets of the college, and to use the campus mail service.

None of these rights can be granted to any other employee organization. The union cannot request information that the governing board or administration does not already have, to request information in a different form from that normally used, or to information in advance of its normal collection and distribution.

Governance

Faculty Governance

The presently constituted governing organizations of the university, such as faculty senates or councils, shall continue to operate, provided that no action they take can rescind or modify any provisions of the contract. Many contracts include the entire governing organization of the college.

Committees

The types, duties, membership (usually a majority of the faculty), and selection of members for committees are established.

Management Rights

The governing board retains all rights, powers, duties, and responsibilities conferred upon it by state law or by the university charter.

Selection of Administrators

Procedures of choosing administrators such as deans and department chairmen are often outlined, with special emphasis on the faculty role.

Duties of Department Chairmen

The duties of department chairmen, often including a reduced teaching load, are outlined.

Maintenance of Benefits and Rights

The employer agrees to continue the policies and practices of the board that were in effect before the contract, except those which have been changed by the agreement. The agreement supersedes any existing rules and policies of the board that are contrary to it.

Personnel Policies

General

Each faculty member is entitled to due process. Policies shall be applied without discrimination. The faculty handbook shall be amended to conform to the contract.

Personnel Files

Conditions are provided under which a faculty member may see his or her personnel file, although some materials, such as references from sources outside the college, may be excluded. The type of material that may be included in a personnel file is enumerated, often with the provision that the faculty member may add material to his or her own file. Procedures are provided for removing material from the file.

Grievance Procedure

Grievances are defined and procedures set out for appealing them, often involving several steps. Final appeal may be to the board or to an outside arbitrator whose powers and authority are defined.

Anti-Discrimination

The bargaining agent agrees that all faculty members are eligible for membership and to represent all faculty members equally. The board agrees not to discriminate against faculty members on the basis of race, color, creed, sex, national origin, marital status, or union membership.

Faculty Appointments

Legal authority for appointments rests with the board of trustees on recommendation of the president. The procedures and criteria for making faculty appointments may be outlined.

Non-Reappointment

If the administration fails to comply with all provisions of employment and probation, a non-tenured faculty member may appeal non-reappointment through the grievance process. Provisions may be made for notice of non-reappointment and for reasons for which a non-tenured faculty member may be denied reappointment.

Dismissal

The reasons and procedures for dismissing a tenured faculty member are set forth. Procedures will include notice, hearings, and whether or not the dismissal is subject to the grievance procedures.

Staff Reduction

Procedures are established for determining that a staff reduction is necessary, usually including consultation with the union or the faculty. The order of layoffs is established, including usually a request for voluntary layoffs first, then part-time faculty, then full-time faculty in inverse order of seniority. Faculty members who have been laid off have first opportunity at any new positions that are created. Evening and summer schools may be excluded. Provision is often made for staff retraining and severance pay.

Promotion

The steps in granting promotions, including the right to appeal, are established.

Tenure

The waiting period varies from one to six years. A faculty committee is appointed to consider members eligible for tenure. The president recommends and the board of trustees grants tenure. Faculty members not granted tenure in their final probationary year must be informed of the reasons in writing. Criteria for tenure may be listed.

Faculty Evaluation

Provisions for evaluation of faculty members by departments, department chairmen, students, and administrators are stated.

Overload

Overload shall be voluntary. Teachers in the bargaining unit are to receive first consideration for extra assignments. Faculty members may receive extra pay for teaching more students or extra classes.

Transfer Policy

Faculty members shall be transferred from one position to another only in areas of their competence. The faculty members' preferences shall be honored wherever possible. Provision is made for notice of involuntary transfers and for faculty application for transfers. Transfers may be challenged through the grievance procedure.

Academic Provisions

Class Size

Provision is made for who is responsible for determining class size, for limits on class size, for faculty consent to teach larger classes, and for extra pay for faculty members who teach larger classes.

Teaching Load

A faculty member shall not teach more than a certain number of credit hours per term or per year. Faculty members are not required to teach evening, summer, or Saturday classes. Teaching assignments on any given day must be within a certain period of hours (usually 10). Reduced loads may be provided for department chairman or for research and curriculum development.

Faculty Responsibilities

Faculty members may be responsible for advising students, participating in faculty meetings, attending commencement, maintaining records of student attendance and academic performance, assisting in registration, meeting classes regularly, accepting a reasonable number of committee assignments, and participating in college-wide social, cultural, and professional activities. A few contracts provide for loyalty oaths.

Academic Freedom

Contracts may incorporate the 1940 Statement on Academic Freedom and Tenure of the American Association of University Professors, statements developed by the American Association of State Colleges and Universities and the National Education Association, or a locally developed statement.

Compensation

Salaries

Salary provisions may include one or several salary schedules, a percentage or flat-rate increase, maximum salaries for each rank, merit pay, and cost-of-living increases.

Contracts may also include procedural provisions for length of the pay period (9, 10 or 12 months), methods of distributing paychecks, payroll deductions, faculty members who do not fit any existing salary schedule, determining credit for prior experience, the signing of individual salary agreements, not spending funds allocated for salaries for anything else, itemizing deductions on check stubs, complying with the wage-price freeze, providing copies of the salary schedule to each faculty member, and payment for classes canceled because of underenrollment.

Extra-Duty Compensation

Extra compensation may be provided for overload teaching and preparations, extension courses, evening courses, correspondence courses, television courses, summer school courses, registration, counseling, substituting for an absent colleague, research, curriculum studies, new courses, and each student over a set number. The formula for determining such payment may include regular salary, faculty rank, seniority, or a flat rate.

Fringe Benefits

Insurance

Types of insurance include disability, hospital-surgical, major medical, tax-shelter annuities, travel, income protection, life, and liability.

Leave

Types of leave include professional, sabbatical, sick, maternity, no-pay, bereavement, military, personal, and court-required. Contracts set limits on the amount of leave, outline procedures for requesting and granting leaves, and provide whether leaves are paid or not.

Fee Remission

Those eligible to take courses without paying tuition and fees may include full-time faculty members, their spouses, and their children. The number of courses they may take may be limited and they must meet normal entrance requirements for the institution and the course.

Retirement Benefits

Retirement age and years of experience are set and a choice is often given between a state retirement plan and TIAA-CREF.

Working Conditions

Professional Development Fund

A fund is established to provide funds for faculty members to attend conferences, take graduate courses, travel, and otherwise develop their professional competence.

Clerical Assistance

Provisions are made for the ratio of clerks and secretaries to faculty members and the procedures for their assignment.

Faculty Offices

Provisions include the number of faculty members assigned to an office (usually not more than two), specifications of furnishings, minimum square footage, and heating, cooling, and ventilation.

Travel

Provisions are made for who is eligible for travel funds, for what purposes, and what expenses will be reimbursed.

Miscellany

Faculty lounge, holidays, parking facilities, medical services, funds for professional publications, computer services, air conditioning, and day-care centers are provided for.

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Andes, John O. and Goodwin, Harold I., "Emerging Trends in Faculty Collective Bargaining Agreement", Studies in Management, Vol. 1, No. 6 (1972).

The authors, on the basis of an analysis of forty-six faculty contracts, found that the bargaining model developing in higher education closely follows the public school model in the agents employed (American Federation of Teachers and National Education Association), the extreme diversity among the items bargained, and the bargaining process on which the faculty and their agent serve as the initiators for items included in the contract.

Only three items were found in all agreements: statement of agreements, recognition of bargaining agent and salary schedule. To a lesser extent working conditions and grievance procedures were also included. Several critical items were found in less than ten percent of the policies, such as agency shop provisions, consultation on research, faculty meetings, which give an indication of concerns for future negotiation. Missing from higher education contracts are statements of management rights, retirement, insurance, and tenure.

Aussicker, William and Garbarino, Joseph W., "Measuring Faculty Unionism: Quantity and Quality," Industrial Relations, Vol. 12, No. 2 (May 1973).

Faculty unionism can be described as slow or fast and its extent is sizeable or miniscule, depending on the way one uses the existing statistics. One of the reasons for the disparities that result is the absence of clear definitions and relatively unambiguous measures of the extent of unionism. The authors seek to remedy this situation by suggesting possibilities through which one can define and measure the bargaining unit and the extent of union organization. Their measuring techniques then represent degree of representation, not the degree of organization or union membership. Although the explanation generally offered for the inverse association of institutional quality and unionism rests on the values of professionalism or similar attributes, the authors suspect that other variables more directly related to the environment and working conditions of faculty (e.g. the degree of participation in governance, work load, and other elements of status and privilege) are the likely explanations.

Begin, James P. (ed.) Academic at the Bargaining Table: Early Experience, (Camden: Institute of Management and Labor Relations, Rutgers University) 1973.

In the first Chapter of this edited volume, Joseph Garbarino discusses three emerging patterns of faculty bargaining. The first, "defensive unionism", converts the informed faculty governance system of delegated authority into one with firm commitment that would have the weight of binding contract, if negotiated. "Constitutional unionism", the second, develops in the absence of viable traditional forms of governance. The governance system is the product of bargaining and is contractually based. Any type of unionism that produces broad changes in the educational practices of institutional operations, Garbarino calls "reform unionism".

The collective bargaining experiences at two Massachusetts institutions, Central Michigan University, Rutgers University, and City University of New York, related by Don Walters, Joyce Pillote, Richard Laity, and David Newton, respectively, are discussed in relation to this three-fold typology of faculty unionism. The Massachusetts experience best approximates the constitutional model, while at Central Michigan and Rutgers, it appears that a dual system of faculty participation is developing which incorporates both collective bargaining and traditional governance mechanism. CUNY is best represented by the third model discussed. There is also a chapter, written by Jack Chernick, devoted to grievance procedures under collective bargaining in higher education.

James Begin in the final chapter concludes that faculty bargaining appears to be producing different forms in response to the unique structural and behavioral characteristics of particular institutions or systems of higher education. This duplicates experience in the private sector, where a variable collective bargaining system has developed under the influence of differential characteristics of industries and occupations. To the extent then that faculty self-governance is an integral part of an institution before bargaining, it seems reasonable to expect that essential elements of that tradition will survive as a faculty bargaining system evolves.

Boyd, William. "Collective Bargaining in Academe: Causes and Consequences," Liberal Education, Volume 57, No. 3 (October 1971).

The author, president of a university with collective bargaining, discusses the factors promoting interest in union-ization, arguments for and against adoption of this type of decision-making, and its potential positive and negative consequences for the academic community. Among the many factors he cites for the recent interest in collective bargaining are the following: inadequate participation in university decision-making; discontent over salaries; feeling by younger faculty

that senior professors unduly inhibit promotion and pay increments; growing opposition to merit pay; desire to assert power in areas where faculty tend to be losing power, i.e. statewide systems of education; and the existence of statutory support for bargaining. Unionization brings with it increased direct and indirect costs in time and money. It can result in the loss of university autonomy to legislatures, the loss of faculty prerogatives to a board acting as management, shift in the locus of decision-making from academic senate and departments to a union agent, and the spread of bargaining to virtually all areas of academic life. To avoid unwanted effects of collective bargaining, President Boyd suggests full disclosure of fiscal information to create an understanding of the way a university is really governed and financed, effective faculty participation in university decision-making, and the devising of mutant strains of collective bargaining that can serve education rather than following the industrial model.

Bucklew, Neil S. "Collective Bargaining in Higher Education: Its Fiscal Implications," Liberal Education, Volume 57, No. 2 (May 1971).

The author states that there are three types of costs to be considered in higher education collective bargaining: direct personnel costs; indirect personnel costs; and costs derived from the maintenance of information systems that service the bargaining activity. Direct costs include those for maintaining the negotiating team, support staff, individuals in the fiscal area of the university, and the services of an attorney. In addition, collective bargaining will necessitate the involvement of top policy-making individuals in the organization. The time spent by supervisory personnel in defining the parameters for bargaining can represent a very sizeable indirect cost. The maintenance of internal information systems is a key component to cost analysis projects, and requires personnel support from the data processing and institutional research divisions. A final fiscal consideration of bargaining is its effect on institutional planning. For decisions that result from bargaining to be workable, the author suggests that the university in negotiations should inform its employee representative of the institution's fiscal limitations and possibilities and its priorities. A positive program to transmit this information should be undertaken.

Bucklew, Neil S. "Unionized Students on Campus," Educational Record, Vol. 54, No. 4 (Fall 1973).

The current controversy surrounding the introduction of collective bargaining into faculty-university relations raises questions about the possibility of applying the traditional labor union model to students as well. The author explores present and possible future uses of the union model for students, and as a third party affected by staff-university or faculty-university collective bargaining. Theoretical advantages and disadvantages of the application of this model to students are suggested.

Some of the advantages cited include the promise of more clout for students as they attempt to obtain special interest desires, provision of concerted action power base (e.g. withholding of tuition payments) to assist them in gaining consideration of their demands; provision for an equal voice in decision-making; and the educational value to be gained through the negotiating experience. Disadvantages include destruction of some of the traditional relationships within the university; inability of an exclusive bargaining agent to represent the diverse interests and needs of students; lack of stability in the bargaining unit membership since student involvement in the academic community is a short-term one; lack of a legal structure for controlling and monitoring of labor union relationship with students as students; and diversion of interest and energy from the student's primary role as student.

Carr, Robert K. and Van Eyck, Daniel K., Collective Bargaining Comes to the Campus, Washington, D. C., American Council on Education, 1973.

This study examines systematically the background, the emergence, and the effect of faculty bargaining at four-year colleges and universities. The authors present in detail the changes in and application of federal and state laws that have made academic collective bargaining possible; the ways in which appropriate bargaining units have been determined; the role of the labor organizations that are encouraging faculty to turn to bargaining; faculty dissatisfactions that lead to a demand for bargaining; permissible activity by administrators during the pre-campaign period; the negotiation and administration of contracts; and the operation of grievance-arbitration systems. Recognizing bargaining as a mode of decision-making that is here to stay, the concluding chapter weighs its impact on institutions and on the academic profession.

Duryea, E. D., Fisk, Robert S. and Associates, Faculty Unions and Collective Bargaining, (San Francisco: Jossey-Bass, Inc.) 1973.

This is a collection of articles giving basics on the characteristics of collective bargaining in higher education, and its effectiveness. The book proceeds from an analysis of the emergence of collective bargaining, through various discussions of its aspects, including bargaining process and grievance procedures. Overviews of the situation in both two- and four-year colleges are presented. An analysis of the impact of collective bargaining to date is made by isolating several different institutions and discussing the history and impact of collective bargaining in each.

Duryea, E. D. and Fisk, Robert S., "Higher Education and Collective Bargaining," Compact, Vol. 6, No. 3 (June 1972).

There are both advantages and disadvantages that accrue from collective bargaining. The benefits for the faculty, these college professors suggest, are the improvement of the potential for a voice in decision-making, stronger grievance procedures and the support of a contractual relationship on many matters, and precedence of matters agreed upon at the bargaining table over trustee policies and non-statutory state and local regulations. For the state, bargaining gives the advantage of specifying explicitly how the professional staff can be held to more specific employment responsibilities. There are also a number of problems for both sides: the process is costly; additional staff is needed; inadequate preparation may result in increased problems; comprehensive bargaining units may lead to the inclusion of unwieldly combinations of academic personnel; and professors may find their dual role as employees and professional entrepreneurs leading to ambiguities in their own attitudes at the bargaining table. The impact of collective bargaining on the college organization will increase the public accountability of institutions and shift authority within institutions from board statutes and bylaws to formal contracts. The authors suggest that collective bargaining, handled properly, can lead to outcomes supportative of the interest of the state as well as the unions.

Faculty Participation in Academic Governance. Report of the AAHE-NEA Task Force on Faculty Representation and Academic Negotiations, Campus Governance Program. Washington, D. C.: American Association for Higher Education, National Education Association, 1967.

This report, based on field investigations at thirty-four public and private junior colleges and four-year colleges and universities in different parts of the country, is a policy statement by a nine-member task force of professors on the faculty's role in governance. The study suggests the faculty unionism is growing along with faculty demand for greater participation in academic governance. Factors which have contributed to this development include: 1) faculty's desire to participate in the determination of those policies that affect its professional status and performance; 2) impersonal bureaucratic structure and limitations on effective, functional faculty organization; 3) establishment of complex, statewide systems of higher education that have decreased local control over important campus issues; and 4) economic issues, such as salary level and structure. The last factor, while contributing to faculty discontent, was found to be of secondary importance. Although the task force favors the academic senate as the mechanism for faculty participation, it recommends that faculty members should have the right to select the type of organization, including a bargaining agency, that they believe is most appropriate to their needs. The study also suggests that a formal appeals procedure should be established to resolve disputes. Neutral third-party intervention such as arbi-

tration, can be used when an impasse arises. Even though strikes are generally undesirable in institutions of higher education, there are no persuasive reasons to deny faculty members the right to use this sanction. The pattern of campus governance that prevails in the future, the task force states, will be determined by the measures that governing boards and administrators take to deal with faculty aspirations now.

Finkin, Matthew W., "Collective Bargaining and University Government," AAUP Bulletin, Vol. 57, No. 2, (June 1971).

This article focuses on factors in collective bargaining that will influence the faculty's role in campus governance. The degree of faculty participation existing prior to unionization may be increased or limited by a faculty contract. Through an examination of differences in contracts negotiated at four-year institutions of higher learning, the author finds that some agreements reinforce the faculty's role by guaranteeing the continuance of internal faculty bodies, while in others the agent seeks to assume some of the functions traditionally performed by the faculty. The type of contract that evolves depends, in large measure, on the composition and goals of the bargaining agent and the nature of the academic community. Other elements which will affect faculty government include the composition of the bargaining unit, the scope of negotiations, exclusive representation, and the collective bargaining process.

Garbarino, Joseph W. "Creeping Unionism and the Faculty Labor Market," Mimeographed paper, 1971. Prepared for Higher Education and the Labor Market, forthcoming publication of Carnegie Commission on Higher Education.

In this article, the author outlines the structure of the faculty labor market, examines a number of the dimensions of that market, and analyzes the collective bargaining experience in academe. Academic bargaining he finds is simultaneously changing the relationship between administration and academic staff while providing a mechanism that is accelerating the integration of several academic labor submarkets. Historically, the "regular" teaching faculty has had the most favored position in the academic hierarchy. Bargaining is likely to reduce, especially on large, multi-campus institutions, the differential in compensation benefits and working conditions between that group and the lower ranking faculty (e.g. lecturers) and non-teaching professionals. In addition, these relatively separate occupational labor markets are being merged into one larger academic professional market with the common employer as the unifying base. It is expected that there will be a dilution in academic concepts of merit, an increase in workloads, and an increase in administrative supervision. On the other hand, bargaining will reduce favoritism and increase the effectiveness of institutions. Despite collective bargaining's disadvantages for regular faculty, many will continue to support it for those in the academic community who win real gains through this process.

The article also reviews the collective bargaining history of five educational establishments: City University of New York, State University of New York, Southeastern Massachusetts, Central Michigan University, and Rutgers University.

Hanley, Dexter L., "Issues and Models for Collective Bargaining in Higher Education," Liberal Education, Vol. 57, No. 7 (March 1971).

The author, president of the University of Scranton, discusses faculty collective bargaining under the National Labor Relations Act and the reasons for his opposition to faculty unionization. He observes that unionization hurts professionalism, militates against any increased role for faculty in governance, and interrupts the administrative process by removing the right of the employers to deal with the faculty directly. The union becomes the exclusive bargaining agent in all matters of wages, hours, and conditions of employment. As an alternative to unionization he proposes the institution of a professional negotiating team such as the one developed at the University of Scranton. This team represents the faculty and provides the advantages found in formal collective bargaining, but it does not have the legal standing of a majority bargaining representative. As a result, the contractual results of the bargaining do not become binding upon all faculty members. This procedure, according to the author allows both the University and faculty teams to face issues from different perspectives, engenders mutual trust, and encourages increased participation in governance for the faculty team and the faculty as a whole.

Ladd, Everett Carll, Jr. and Lipset, Seymour Martin, "Unionizing the Professoriate," Change, Vol. 5, No. 6 (Summer 1973), which presents points contained in the larger work.

Ladd, Everett Carll, Jr. and Lipset, Seymour Martin, Professors, Unions, and American Higher Education, (Berkeley: The Carnegie Commission on Higher Education) 1973.

Everett C. Ladd, Jr. and Seymour Martin Lipset analyze the union movement along faculty -- why it has been successful in some institutions and a failure in others; why the different unions and professional organizations appeal to different factions within the faculty; how administrators, students, and legislators have responded to unionization; and the relationships between unionization and faculty position, political learnings, kinds of institutions, and other factors. This study draws upon data collected in attitude surveys supported by the Carnegie Commission and the American Enterprise Institute for Public Policy Research. One finding shows that younger faculty with professional positions of lower status more consistently support unionism.

The authors state that it is still too early to determine what differences unionization will make in university life. Some areas in which change can be noticed is increased size of the salary package, increased equalization and less elitism through policies that seek to eliminate salary differentials among those in a given job category, and reduction of decisions made at the campus level in public institutions. The power to decide on wages and working conditions at public institutions is in the hands of the state government; therefore, unions increasingly bypass university administrations in favor of direct negotiations with state officials. In those cases where various pressures lead the faculty at major schools to elect a union as a bargaining agent, the stage will be set for a struggle between junior and senior staff; in statewide systems, the fight will also be between the major center(s) and the lesser campuses. The mere presence of these conflicts, apart from their resolution, will have profound consequences for the future of American higher education. It is clear that significant momentum for faculty unionism exists. However, it is by no means certain that unionization "will move across academe with the inevitability of an incoming tide."

Mortimer, Kenneth and Lozier, G. Gregory, Collective Bargaining: Implications for Governance, (Pennsylvania State University: Center for the Study of Higher Education), Report No. 17, June 1972.

This article analyzes some of the implications that collective bargaining has or is likely to have on traditional modes of academic governance. After a discussion of some distinctions between the traditional senate and collective bargaining models, several implications of collective negotiations on traditional patterns of governance are discussed. These include the question of unit determination, administrative involvement in collective bargaining, competition among faculty associations, the interaction of senate and collective bargaining agents, and the scope of negotiated contracts. Several trends can be identified. First, the definition of bargaining units appears to be pushing towards a homogenization of regular faculty with part-time faculty and professional non-teaching staff. 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 senate and other traditional governance 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 bargaining spreads, although it may be regarded as a means of obtaining job security rather than for enhancing academic freedom. The authors conclude with the suggestion that in cases where a bargaining agent is chosen, positive approaches should be developed that enhance rather than hinder the educational aims of the institution.

Ping, Charles J., "Unionization and Institutional Planning," Educational Record, Vol. 54, No. 2 (Spring 1973).

This article, written by the Provost at Central Michigan University, contends that unionization brings both gains and losses for institutional planning. Unionization can be a direct stimulus to planning in higher education by forcing the administration to accept their role in planning and by raising issues that provide useful data, both internal and external to the institution, that are necessary in long-range fiscal planning and interpretation. At the same time, bargaining may be a deterrent. Since little solid evidence of long-range impact is available, Ping speculates that bargaining may create protection of special interests, give faculty employment a civil service character, and dictate in public institutions that state governments take over the management role in collective bargaining, since state legislatures control funds. Campus administration may take on more tasks of middle management, with implementation processes their primary role rather than educational leadership and policy determination.

Tice, Terrence N. (ed.) Faculty Power: Collective Bargaining on Campus, (Ann Arbor: The Institute for Continuing Legal Education) 1972.

This edited volume, an outgrowth of the 1971 collective bargaining seminar held by the Institute of Continuing Legal Education, Ann Arbor, provides a detailed perspective on developments in this area, since 1965, in four important areas: legal principles and practices, institutional differences (public, private, two- and four-year institutions), pros and cons of faculty unionization, and procedures in the bargaining process. It supplies information for faculties and administrations considering or entering into collective bargaining, evaluating their experiences or seeking alternatives.

A bibliography is included. The Appendices contain surveys of state laws, contracts, and bargainable issues, two model statutes, and other basic documents.

Tice, Terrence N. (ed.) Faculty Bargaining in the Seventies, (Ann Arbor: Institute of Continuing Legal Education) 1973.

This recently published book includes a national survey of collective bargaining activity at 288 public institutions or campuses in twenty-two states during 1973. The author, a professor of education at the University of Michigan, calls the year 1973 "the first real year of consolidation in which numerous institutions will have attained their first contracts, others will have taken cautious steps toward bargaining, and others will have developed internal strengths in preparation for the day when legislation permits more meaningful options." The general fortunes of public employment bargaining and legislation largely

determine the flow. Professor Tice is joined by leading legal experts on faculty bargaining and governance -- Alfred Sumberg, Harry Edwards, Tracy Ferguson, and William Lemmer -- in detailing legal and philosophical approaches to a variety of bargaining situations. The current University of Michigan alternative to bargaining is also fully reported. Specifics of the bargaining process from preparations through grievance arbitration are presented by five experienced professionals -- J. David Kerr, Ray Howe, William McHugh, Thomas Joyner, and Maurice Benewitz. The volume concludes with a state-by-state survey of statutes, bargaining activity, and precise historical descriptions for each institution that has named a faculty bargaining agent. Appendices contain relevant texts and information. An annotated bibliography and tables of statutes and cases are also attached.

Wisconsin Law Review, Volume 1971, No. 1, Madison, Wisconsin: University of Wisconsin Law School, 1971.

This issue of the Law Review is devoted entirely to collective bargaining in higher education; its effects, both actual and potential, on the academic community and the legal issues involved. The articles, written by experts in the field of faculty negotiations, deal with status and trends, major issues common to most collective bargaining experiences, scope of negotiations, problems in unit determination jurisdiction of the NLRB, the suitability of the collective bargaining mode of decision-making and the effect it may have on present university decision-making structures and policies. Several other articles deal with three case studies of collective bargaining: the City University of New York experience, University of Wisconsin teaching assistants, and Canadian collective negotiations.

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GLOSSARY OF LABOR TERMS*

The definitions which follow are intended as a guide in the understanding of technical terms on industrial relations. Many of the words have generally understood meanings outside of their usage in the labor field. In this glossary, however, only those meanings are given which are peculiar to their usage in labor relations. These labor terms are reprinted from Primer of Labor Relations, published by The Bureau of National Affairs.

Administrative law judge - Official who conducts hearings and makes recommendations to the NLRB or other government agency. (Formerly called a trial or hearing examiner.)

Affirmative order - Command issued by a labor relations board requiring the persons found to have engaged in unfair labor practices to take such steps as will, so far as possible, undo the effect of such practices.

Agency shop - A contract requiring nonmembers of the contracting union to pay to the union or a designated charity a sum equal to union dues.

Agent - Person acting for an employer or a union; act of the agent implicates the principal for whom the agent acts in the manner of unfair labor practices or of conduct subject to court action whether or not specifically authorized or approved.

All-union shop - A term sometimes applied to arrangement more specifically described by the terms closed shop or union shop. See Closed Shop, Union Shop.

Annual wage - Wages paid under terms that guarantee a specified minimum for the year or a minimum period of employment for the year.

Anticertification strike - Strike designed to force an employee to cease recognizing a union which has been certified as bargaining agent and to recognize the striking union instead. This is an unfair labor practice under the Taft-Hartley Act as to which a court injunction must be asked if it is believed that a complaint should be issued.

Anti-Closed-Shop Laws - See Right to Work.

Anti-Injunction Acts - Federal and state statutes that limit the jurisdiction of courts to issue injunctions in labor disputes. See Injunction.

Antitrust Laws - Federal and state statutes to protect trade and commerce from unlawful restraints and monopolies. For many years, they were used to restrict union activities such as strikes, picketing, and boycotts. In recent years, however, their use in labor cases has been limited by statute and judicial interpretation.

Appropriate unit - See Unit.

Arbitration - Method of deciding a controversy under which parties to the controversy have agreed in advance to accept the award of a third party.

Authorization card - Statement signed by employee designating a union as authorized to act as his agent in collective bargaining.

Back pay - Wages required to be paid to employees who have been discharged in violation of a legal right, either one based on a law or acquired by contract.

Bargaining unit - See Unit.

Blacklist - List of names of persons or firms to be discriminated against, either in the matter of employment of patronage.

Bona fide union - A union chosen or organized freely by employees without unlawful influence on the part of their employer.

Bootleg contract - A collective bargaining agreement which is contrary to the policy of the Taft-Hartley Act, such as a closed shop. Enforcement of such contracts may eventually entail back-pay awards, but this risk is sometimes considered outweighed by the advantages of avoiding a strike.

Boycott - Refusal to deal with or buy the products of a business as a means of exerting pressure in a labor dispute.

Business agent - Paid representative of a local union who handles its grievance actions and negotiates with employers, enrolling of new members, and other membership and general business affairs. Sometimes called a walking delegate.

Card check - Checking union authorization cards signed by employees against employer's payroll to determine whether union represents a majority of the employer's employees.

Cease-and-desist order - Command issued by a labor relations board requiring employer or union to abstain from unfair labor practice.

Certification - Official designation by a labor board of a labor organization entitled to bargain as exclusive representative of employees in a certain unit. See Unit.

Charge - Formal allegations against employer or union under labor relations acts on the basis of which, if substantiated, a complaint may be issued by the board or commission.

Checkoff - Arrangement under which an employer deducts from pay of employees the amount of union dues and turns over the proceeds to the treasurer of the union.

Closed Shop - Arrangement between an employer and a union under which only members of the union may be hired. See Union Shop.

Coalition (Coordinated) bargaining - Joint or cooperative efforts by a group of unions in negotiating contracts with an employer who deals with a number of unions.

Coercion - Economic or other pressure exerted by an employer to prevent the free exercise by employees of their right to self-organization and collective bargaining; intimidation by union or fellow employees to compel affiliation with union.

Collective bargaining - Negotiations looking toward a labor contract between an organization of employees and their employer or employers.

Collective bargaining contract - Formal agreement over wages, hours, and conditions of employment entered into between an employer or group of employers and one or more unions representing employees of the employers.

Company union - Organizations of employees of a single employer usually with implication of employer domination.

Concerted activities - Activities undertaken jointly by employees for the purpose of union organization, collective bargaining, or other mutual aid or protection. Such activities are "protected" under the Taft-Hartley Act.

Conciliation - Efforts by third party toward the accommodation of opposing viewpoints in a labor dispute so as to effect a voluntary settlement.

Consent decree - Court order entered with the consent of the parties.

Consent election - Election held by a labor board after informal hearing in which various parties agree on terms under which the election is to be held.

Constructive discharge - Unfavorable treatment of employee marked for discharge so that employee will "voluntarily" resign.

Contract-bar rules - Rules applied by the NLRB in determining when an existing contract between an employer and a union will bar a representation election sought by a rival union.

Cooling-off period - Period during which employees are forbidden to strike under laws which require a definite period of notice before a walkout.

Damage suits - Suits which may be brought in federal courts, without the usual limitations, to recover damages for breach of collective bargaining contracts and for violation of prohibitions against secondary boycotts and other unlawful strike action under the Taft-Hartley Act.

Deauthorization election - Election held by the NLRB under the Taft-Hartley Act to determine whether employees wish to deprive their union bargaining agent of authority to bind them under a union-shop contract.

Decertification - Withdrawal of bargaining agency from union upon vote by employees in unit that they no longer wish to be represented by union.

Discharge - Permanent separation of employee from payroll by employer.

Discrimination - Short form for "discrimination in regard to hire or tenure of employment as a means of encouraging or discouraging membership in a labor organization," also refusal to hire, promote, or admit to union membership because of race, creed, color, sex, or national origin.

Domination - Control exercised by an employer over a union of his employees.

Dual union - Labor organization formed to enlist members among workers already claimed by another union.

Economic strike - Strike not caused by unfair labor practice of an employer.

Election - See Employee election.

Employee election - Balloting by employees for the purpose of choosing a bargaining agent or unseating one previously recognized.

Employment contract - Agreement entered into between an employer and one or more employees. See Collective bargaining contract, Individual contract.

Escalator clause - Clause in collective bargaining contract requiring wage or salary adjustments at stated intervals in a ratio to changes in the Consumer Price Index.

Escape period - A period, normally 15 days, during which employees may resign from a union so as not to be bound to continue membership under membership-maintenance agreements.

Fact-finding boards - Agencies appointed, usually by a government official, to determine facts and make recommendations in major disputes.

Fair employment practice - Term applied in some statutes to conduct which does not contravene prohibitions against discrimination in employment because of race, color, religion, sex, or national origin.

Featherbedding - Contractual requirements that employees be hired in jobs for which their services are not needed.

Fringe benefits - Term used to encompass items such as vacations, holidays, insurance, medical benefits, pensions, and other similar benefits that are given to an employee under his employment or union contract in addition to direct wages.

Good-faith bargaining - The type of bargaining an employer and a majority union must engage in to meet their bargaining obligation under the Taft-Hartley Act. The parties are required to meet at reasonable times and to confer in good faith with respect to wages, hours, and other terms and conditions of employment. But neither party is required to agree to a proposal or to make a concession.

Grievance - An employee complaint; an allegation by an employee, union, or employer that a collective bargaining contract has been violated.

Grievance committee - Committee designated by a union to meet periodically with the management to discuss grievances that have accumulated.

Immunity clause - Clause in a contract designed to protect a union from suits for contract violation growing out of unauthorized strikes. A typical clause would limit recourse of the parties to the grievance procedure of the contract.

Independent union - Local labor organization not affiliated with a national organized union; union not affiliated with a national federal of unions.

Individual contract - Agreement of employer with individual employee covering conditions of work.

Initiation fees - Fees required by unions as a condition to the privilege of becoming members. If such fees are excessive or discriminatory, an employer may not be held to the obligation under a union shop of discharging employees who do not join the union.

Injunction - Mandatory order by a court to perform or cease a specified activity usually on the ground that otherwise the complaining party will suffer irreparable injury from unlawful actions of the other party.

Interference - Short-cut expression for "interference with the right of employees to self-organization and to bargain collectively."

Judicial review - Proceedings before courts for enforcement or setting aside of orders of labor relations boards. Review is limited to conclusions of law, excluding findings of fact unless these are unsupported by evidence.

Jurisdiction - Right claimed by union to organize class of employees without competition from any other union; province within which any agency or court is authorized to act. See Work jurisdiction.

Jurisdictional dispute - Controversy between two unions over the right to organize a given class or group of employees or to have members employed on a specific type of work.

Labor contract - Agreement entered into between an employer and an organization of his employees covering wages, hours and conditions of labor.

Labor relations board - Quasi-judicial agency set up under National or State Labor Relations Acts whose duty it is to issue and adjudicate complaints alleging unfair labor practices; to require such practices to be stopped; and to certify bargaining agents for employees.

Local - Group of organized employees holding a charter from a national or international labor organization. A local is usually confined to union members in one plant or one small locality.

Lockout - Closing down of a business as a form of economic pressure upon employees to enforce acceptance of employer's terms, or to prevent whipsawing where union bargains with an association of employers.

Maintenance of membership - Union-security agreement under which employees who are members of a union on specified date, or thereafter become members, are required to remain members during the term of the contract as a condition of employment.

Majority rule - Rule that the representative chosen by the majority of employees in an appropriate unit shall be the exclusive bargaining agent for all the employees.

Management-rights clause - Collective bargaining contract clause that expressly reserves to management certain rights and specifies that the exercise of those rights shall not be subject to the grievance procedure or arbitration.

Mediation - Offer of good offices to parties to a dispute as an equal friend of each; differs from conciliation in that mediator makes proposals for settlement of the dispute that have not been made by either party.

Membership maintenance - Requirement under which employees who are members of the contracting union or who become so must remain members during the life of the contract as a condition of employment.

National Labor Relations Act - Act passed July 5, 1935, known popularly as Wagner Act; amended from the same incorporated as Title I of the Labor Management Relations Act, 1947, which became law June 23, 1947; also amended by Title VII of the Landrum-Griffin Act in 1959.

Negotiating Committee - Committee of a union or an employer selected to negotiate a collective bargaining contract.

Open Shop - Plant where employers are declared by the employer to be free to negotiate or not join any union; the opposite number to union or closed shop.

Organizational picketing - Picketing of an employer in an attempt to induce the employees to join the union.

Outlawed strike - Strike forbidden by law. See Unauthorized strike.

Picketing - Advertising, usually by members of a union carrying signs, the existence of a labor dispute and the union's version of its merits.

Professional employee - Employees qualifying as "professional" under Sec. 2(12) of the Taft-Hartley Act. They may not be included in a unit containing non-professional employees unless they so elect.

Rank and File - Members of a union other than the officers.

Recognition - Treating with a union as bargaining agent for employees, either for all or for those only who are members of the union.

Reinstatement - Return to employment of persons unlawfully discharged.

Restraint and coercion - Term used in Sec. 8(b) (1) of Taft-Hartley Act making it an unfair labor practice for a union to restrain or coerce employees in the exercise of their rights to join unions or to engage in union activities or in the exercise of their rights to refrain from joining unions or engaging in such activities.

Right to work - A term used to describe laws which ban union-security agreements by forbidding contracts making employment conditional on membership or nonmembership in labor organizations.

Run-off election - Second election directed by a labor board when the first fails to show more than half the votes recorded for any one choice presented.

Seniority - Length of service with an employer or in one branch of a business; preference accorded employees on the basis of length of service.

Settlement agreement - Terms agreed upon in the settlement of charges before the NLRB without a full-dress hearing, decision, and order. To be binding, such agreements must have the consent of the NLRB.

Showing of interest - Support union must show among employees in bargaining unit before NLRB will process union's election petition. The Board requires a union that is seeking a representation election to make a showing of interest among 30 percent of the employees in the bargaining unit.

Statute of limitations - As applied to unfair labor practices, a provision of the Taft-Hartley Act under which charges are outlawed if based on events more than six months old.

Strike - Concerted cessation of work as a form of economic pressure by employees, usually organized, to enforce acceptance of their terms.

Strike vote - Balloting or canvass on question of calling a strike.

Supervisor - An employee with authority to hire and fire or make effective recommendations to this effect. Supervisors enjoy no protection of bargaining rights under the Taft-Hartley Act.

Unauthorized strike - A strike by employees contrary to the advice or without the consent of their union.

Unfair employment practice - Discrimination in employment based on race, color, religion, sex, or national origin. Forbidden by federal and some state laws.

Unfair labor practice - Practice forbidden by the National and several State Labor Relations Acts.

Union - Labor organization.

Union shop - Arrangement with a union by which employer may hire any employee, union or non-union, but the new employee must join the union within a specified time and remain a member in good standing.

Unit - Shortened form of "unit appropriate for collective bargaining." It consists of all employees entitled to select a single agent to represent them in bargaining collectively.

Work jurisdiction - Right claimed by union under its charter to have its members and no others engaged in certain work. See Jurisdictional dispute.

Work permit - Card issued by union having closed shop to show permission that holder, though not a full-fledged union member, may be employed under contract.

Yellow-dog contract - Agreement under which an employee undertakes not to join a union while working for his employer.

Zipper clause - Clause that seeks to close all employment terms for the duration of the labor contract by stating that the agreement is "complete in itself" and "sets forth all terms and conditions" of the agreement.