

SABBATICAL LEAVE REPORT

INDEPENDENT STUDY IN THE FIELD OF

"EMPLOYEE-UNION-MANAGEMENT RELATIONS"

May and June, 1979

Presented to the Mount San Antonio College Board of Trustees in partial fulfillment of the requirements of the Agreement for the Administrative Sabbatical Leave.

John David Reck
Assistant Dean, Research and Grants
December 7, 1979

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	BACKGROUND	4
III.	THE DYNAMICS OF COLLECTIVE NEGOTIATIONS IN PUBLIC EDUCATION	9
IV.	MAJOR REASONS FOR AND AGAINST COLLECTIVE BARGAINING IN HIGHER EDUCATION	17
V.	CONCLUSION	19
	REFERENCES	21
	APPENDIX A - SUGGESTED READINGS	22
	APPENDIX B - SUMMARY OF COLLECTIVE BARGAINING BILL, SB 160 (RODDA)	27
	APPENDIX C - SUMMARY OF COLLECTIVE BARGAINING BILL, AB 1091 (BERGMAN)	32
	APPENDIX D - PROS AND CONS	36

I. INTRODUCTION

I would like to take this opportunity to personally thank the Board of Trustees for granting me the leave, my supervisor, President Randall, for his support, and my colleagues; especially, R. Dan Angell, Irvin Colt, William Hoffman, Sue Landers, and Kay Ragan for assisting in discharging the activities inherent in my position during my absence.

This opportunity presented me a "once in a lifetime experience" in which I was able to devote my total activity to study and research in a field which has become increasingly more important in the sphere of California community college operation.

My approach was not that of pure and empirical research, but rather a systematic review of current related literature (a list of Suggested Readings has been included in this report as Appendix A), discussions with practitioners, and attendance at related conferences, workshops, and hearings. During the final two weeks, I was able to travel through California, Oregon, and Washington and part of British Columbia in order to gather further information for comparison, contrast, and the identification of newly emerging trends.

Persons which I found to be of particular assistance to me in my efforts and graciously gave me time to explore their knowledge and expertise in this field are listed as follows:

Ellen Ainsworth, Co-Director, Information Project
on Educational Negotiations, Palo Alto, CA

J. Stephen Barber, Executive Assistant, The Public
Employment Relations Board, Sacramento, CA

Jackie Birman, Director, Information Project on
Educational Negotiations, Palo Alto

Jack E. Brookings, President, Southwestern Oregon
Community College

David L. Brown, Superintendent, Walnut Valley
Unified School District

John L. Bukey, Attorney, Law Firm of Biddle, Walters,
and Bukey

Robert Chauvin, Administrative Assistant, Yakima
Valley College, Washington

William Hamilton, President, Hamilton & Associates

Thomas F. Hannah, Assistant to the President, College
of the Redwoods, Eureka, CA

Bruce J. Julian, President, Julian and Associates,
SEA - Panel of Expert Advisors

Charles T. Kerchner, Professor of Education, Claremont
Graduate School

Stanley Oswald, Superintendent, Rowland Heights
Unified School District

Michael Prihar, Assistant Director, Department of
Education and Training, American Arbitration Association,
Los Angeles, CA

Donald Roth, Assistant Superintendent, Hacienda-La
Puente Unified School District

Jack Schuster, Associate Professor of Education,
Claremont Graduate School

Donald K. Sorsabol, Assistant Superintendent, Santa
Barbara City College

Thomas Teft, Instructor of History, former Chairman,
Faculty Negotiating Team, Citrus College

John J. Wagner, Attorney, Law Firm of Wagner & Wagner

My travels to meet with individuals or to attend meetings as well as to gather information took me to the following places:

American Arbitration Association, Los Angeles
Bellevue Community College, Washington
Central Washington State College, Ellensburg
Chabot College-Valley Campus, Livermore
Citrus College, Azusa
Claremont Graduate School, Claremont
Clark College, Vancouver, Washington
College of the Redwoods, Eureka
Faculty Association of California Community Colleges, Sacramento
Foothill College, Los Altos
Fullerton College
Golden West College, Huntington Beach
PERB Regional Office, Los Angeles
PERB Main Office, Sacramento
Santa Barbara City College
Stanford University, Palo Alto
Umpqua Community College, Roseburg, Oregon
University of British Columbia, Vancouver, B.C.
University of California--Los Angeles
University of California--Santa Cruz
University of Southern California
University of Victoria, B.C.
University of Washington, Seattle

My study of the collective bargaining and labor relations field in education has already shown that I (as a parent, taxpayer, and educator) need to understand and influence decision making through collective bargaining as a labor relations process. This study has given me greater insight that the process through which employees select a representative who deals with management within a systematic framework to seek terms and conditions of employment in the public sector is not simple. Nevertheless, I will be working within this environment for a number of years yet to come and I feel confident that my improved understanding will make me a more valuable and effective educator.

II. BACKGROUND

On September 22, 1975, California Governor Edmund G. Brown, Jr. signed into law the Rodda Act (SB 160) which provided employees of the public school system in the State the right to bargain collectively with their employers. In so doing, a management-labor relationship was established similar to trade and industrial unionism. (A summary of SB 160 can be found in Appendix B of this report.)

Legislation to extend collective bargaining rights to employees of the UC and USUC systems was introduced in March, 1977. When the Berman measure (AB 1091) was enacted, all employees except those in confidential and managerial positions of both the UC and CSUC were covered. (A summary of AB 1091 can be found in Appendix C.)

The history of collective bargaining is essentially the history of trade and industrial unionism. "Historically, collective bargaining in all countries has been inextricably linked with unions and real collective bargaining does not begin until unions have been sufficiently established to undertake the task (12:4)." Dating back to the mid-seventeenth century in England, collective bargaining was in evidence in America as early as 1799 when the Philadelphia Journeymen Cordwainers attempted to bargain collectively was met with an employer lockout. The craft workers associations of the period, setting standards for membership, apprenticeship, hours, and wages became the predecessors of the trade unions of today. The Knights of Labor, founded in 1869, was the first multi-craft federation, and it was from its ranks that the National Federation of Organized Trade and

Labor Unions, led by Sammuel Gompers, withdrew and reorganized to become the AFL in 1886.

Public attitude toward organized labor was hostile during these early years. In 1806, members of the Philadelphia Cordwainers had been found guilty of criminal conspiracy, a doctrine which continued to be applied to labor combinations until 1842. Regardless of its original intent, the Sherman Anti-trust Act (1890) was used by the federal courts to find unions guilty of conspiracy to restrain trade. This practice continued through the 1940's not withstanding the fact that the Clayton Act of 1914 specifically excluded unions from the scope of the Sherman provisions.

After World War I, unionization gained momentum. Skilled and semi-skilled factory workers were organized under company-sponsored work councils in large numbers. The Norris-La Guardia Act of 1932 took the play away from the federal courts in terms of union-management relations and affirmed the right of workers to join unions of their choice. It permitted workers to engage in collective bargaining activities and it left the settlement of labor disputes largely up to the parties involved. The Great Depression and the accompanying loss of faith in voluntary Employee Representation Plans were said to be causative to the 1933 enactment of the National Industrial Recovery Act. While Section 7A endorsed collective bargaining, the National Labor Board which had been created to settle disputes under 7A, was without authority to prescribe penalties for non compliance, and the Act was rationalized by management to justify the establishment unions.

The National Labor Relations Act (The Wagner-Connery) of 1935 remedied the situation by insuring workers the right to bargain collectively, protecting union members from employer discrimination, and providing organization security for the duly elected bargaining agent. The Act created the National Labor Relations Board with authority to issue court upheld cease and desist orders in cases of illegal labor practices. The constitutionality of the Wagner Act and the right of workers to bargain collectively was affirmed by the Supreme Court in the 1935 NLRB vs. Jones and Laughlen Steel Company Case. This legal impetus to unionization accounted for the establishment of the Committee for Industrial Organization (CIO) in 1935 and the American Federation of Labor's break with tradition to seek membership from the unskilled labor force. Between 1935 and 1947, union membership rose from 3.9 million to 15 million workers (11:74).

The high-water mark of pro-union sentiment gave way in the post-war period to efforts to control and monitor the unions. The Taft-Hartley Act of 1947, recognized the right of workers to remain independent of union activity and the Landrum-Griffin Act of 1959 was designed to insure that unions would be democratically run and honestly managed.

With the enactment of Executive Order 10988 in 1962 by President John F. Kennedy, which extended the right of collective bargaining to employees of the federal government, a new frontier, that of the public sector, was opened to unionization. In the two years following the issuance of the order, 205 agreements were signed involving 593,000 employees, 35 organizations, and 21 federal departments (11:84). Following suit, many state and local governmental agencies extended the right

to bargain collectively to their employees. By 1964, 21 states had enacted legislation pertaining to public employee bargaining (11:85). Presently, over three-fourths of American cities with a population of 10,000 or more have one or more public employee unions (12:33).

It was recently stated that:

Without any doubt, the most significant development in collective bargaining today is the emergence of large-scale, vigorous unionization of public employees: federal, state, and local. (2:56)

Collective bargaining has grown rapidly within the educational community as well. In 1960, through the efforts of the United Federation of Teachers, the New York City Board of Education agreed to bargain collectively with its teachers. Following its recognition as the exclusive bargaining agent, the UFT secured a written contract for public school teachers in August, 1962. The impact of the New York experience was extensive. Both the American Federation of Teachers and the National Education Association became pro-active in their support for collective bargaining for teachers. Before 1965, only Wisconsin had laws regulating collective negotiations for public school teachers. In that year, Connecticut, Massachusetts, Michigan, Oregon, Washington, and California enacted similar legislation. The California response was in the form of the Winton Act which permitted a "meet and confer" process and remained in effect until 1975. By 1970, 23 states had statutes governing bargaining by public school employees (2:56).

The ability of a school district to manage personnel effectively under a collective bargaining law is intricately related to the financial resources it has available for this program and to the decisions made

concerning the application of these resources. While the Rodda Act states that:

There are no state-mandated costs in this Act that require reimbursement under Section 2231 of the Revenue and Taxation Code because there are no duties, obligations or responsibilities imposed on local government by this Act. (California State Senate, Rodda Act, 1975, Section 5, Article 10),

it is clear that significant process costs are being incurred by individual school districts. Augmenting clerical services; retaining legal counsel; employing additional administrative personnel; hiring professional negotiators; providing released time for district employees to participate in the negotiations; offering in-service training on contract development and administration to members of the management team; and responding to labor disputes, work stoppages, and teacher strikes have all placed a financial burden on individual California school districts at a time when revenue is limited by law.

III. THE DYNAMICS OF COLLECTIVE NEGOTIATIONS IN PUBLIC EDUCATION

In the early 1970's, predictions concerning the collective negotiations of the decade already appear to have been realized. Some of the developments which were predominate are:

- (1) The widespread acceptance of collective negotiations in higher education and in nonpublic schools;
- (2) A trend toward regional and statewide bargaining;
- (3) Greater scrutiny and public regulation of the internal affairs of teacher organizations;
- (4) An extensive effort to organize paraprofessionals in education;
- (5) Greater negotiating and organizational emphasis upon organizational security, especially agency shop clauses;
- (6) A major effort to enact federal legislation regulating collective negotiations by state and local public employees;
- (7) A tendency to avoid substantial organizational expenditures for curriculum, teacher education, and other activities not central to negotiations, and a corresponding effort to have nonrepresentational services financed by the government;
- (8) The clarification and resolution of issues relating to elected and appointed personnel of teacher organizations--the trend is toward the election of full-time policy-making officers;
- (9) A growing concern with performance contracting, voucher systems, and other institutional changes that appear likely to undermine traditional employment relationships in education;

(10) Widespread internal as well as external conflict over organizational activity intended to protect teachers from racial or sexual discrimination (10:215-16).

An associate dean of the Yale College of Law has noted "once a bargaining agent has the weight of statutory certification behind it, a familiar process comes into play. First the matter of salaries is linked to work load; work load is then directly related to class size; class size to range of offerings; and range of offerings to curricular policy. Dispute over class size may also lead to bargaining over admissions policies (10:1075)."

An implication of this statement is that collective bargaining has become a continuous process with a primary goal of trying to get "'more,' 'more,' . . . and 'more.'"

Another similar view characterized collective bargaining in a similar way:

. . . the old tranquility and good faith are not likely to return. The decline of executive power in universities, the expansion of middle management, the bureaucratization which has been developed to cope with size, the challenge presented by the development of student power, the contempt for tradition voiced by radical faculty, the resurgence of governing boards, and the new claims for control by state agencies and legislatures have all converged to produce a crisis of authority (4:311).

Contrasting views are also frequently expressed. One of these describes the potentials for collective bargaining emerging in situations as follows: "Where unilateral decisions are made by administration, the result may be an uniformed, dissatisfied, and frustrated faculty. Not only does this mood create the climate for unions, but more importantly it poisons the atmosphere of shared concern with education (7:10)."

Another professional viewed collective bargaining results from the standpoint of faculty governance and concluded that ". . . most of the agreements reviewed have not eroded the faculty's influence, and several have strengthened or guaranteed it (5:76-77)."

As the phenomenon of collective bargaining rapidly entered upon the CSUC system, speculations about the scope of the potential contract continued to raise the following question: What items have been negotiated at other institutions? Will the enabling legislation include rights to bargain on matters of economic as well as noneconomic issues? What rights will faculty have in institutional governance? What will be the constituency of the bargaining unit? The answers to these and many other questions would not be known until the process was placed into operation.

In 1973, a comprehensive analysis of the initial 14 contracts covering four-year colleges and universities was conducted. The study summarized the scope of collective bargaining in the following areas (the number of contracts studied which covered each is noted in parentheses):

- (a) Salaries
- (b) Fringe Benefits -- Several types of benefits were included such as insurance--life (7), health (6), disability-liability (7), leaves--sabbaticals (9), sick (8), advanced study, research, travel (8), maternity (4), jury duty (4), personal leave of absence (3), bereavement (2), tuition loans grants--for faculty self-improvement (6), for faculty children (2), for spouses (1).
- (c) Working Conditions -- This area included teaching load (10), teaching overload (8), travel reimbursement (5), summer

employment (5), office hours (4), scheduling of courses (4), academic or college calendar (4), class size (3), office space (3), off-campus teaching (3), secretarial assistance (3), parking (4), dining facilities (2), lounges (2).

- (d) Personnel policies -- All contracts studied included either a policy statement or a process to accommodate tenure, academic freedom, and grievance procedures. Nine other common hiring practices issues included were nondiscriminatory hiring practices (9), reappointment (7), promotion and criteria for promotion (9), causes and procedures for dismissal or contract renewal (9), definition and requirements for academic titles (7), evaluation of faculty (6), time for notice of nonrenewal (5), and personnel files (5) (14:17-28).

In addition to the multitudinous provisions negotiated under collective bargaining, two key issues continue to be raised. They are questions of demise of the Academic Senate and whether the department chairperson would be included in the bargaining unit with the faculty. The answer to these questions under collective bargaining depends primarily on the institutions and the negotiated contract.

In regard to the Academic Senate, one researcher found no evidence to support a conclusion that collective bargaining has led to a significant dismantling of the traditional institutionwide or systemwide governance procedures such as senates or faculty councils (3:74-81).

On the question of including department chairpersons in faculty units, the essence of the issue is in determining whether the chairperson

was a supervisor which usually focuses on the extent of the chairperson's control over personnel matters. The difficulty of deciding this question is embodied in a wide variation in practice among institutions. One writer indicated, "where a chairman is appointed by the administration, serves for long, indeterminate periods, and exerts discretion in pay and personnel decisions, he is clearly a supervisor. Where a chairman is elected by his department faculty, serves a short term, and is treated as the 'first among equals' in decisions on pay and personnel matters, he is clearly not a supervisor (6:109)."

Three national organizations have emerged to become the major contenders for the purpose of collective bargaining and unionization in higher education: American Association of University Professors (AAUP), American Federation of Teachers (AFT), and the National Education Association (NEA). In California, the competition is dominated by three organizations: (1) The Congress of Faculty Associations (CFA) representing the American Association of University Professors (AAUP), the California College and University Faculty Association (CCUFA/CTA/NEA) and the California State Employees' Association (CSEA); (2) the United Professors of California (UPC) -- an affiliate of AFT/AFL-CIO; and (3) the Association of California State University Professors (ACSUP). The ACSUP, however, has taken a more conservative position and have moved away from the adoption of the "industrial model" of collective bargaining to a collegial model.

Some of the philosophical and theoretical impact of faculty bargaining on institutions of higher education, as well as implications of policy and practice, were postulated in 1975 by two researchers in a

national study -- The Stanford Project on Academic Governance (8).

Collective bargaining as a force in governance:

1. Three images dominate most discussions of academic governance: "collegial," "bureaucratic," and "political."
2. Collective bargaining as a system, governance and decision making is difficult to reconcile with the collegial image of academic governance.
3. Collective bargaining is more compatible with political and bureaucratic rather than collegial concepts of governance.
4. Faculty desire to influence governance is also a critical impetus in faculty unionization.
5. Unions adapt themselves to the existing structure and management of the institutions.
6. One of the most important factors shaping collective bargaining is the "scope of bargaining" that is allowed.
7. Interestingly, the national affiliation of the union is one of the least important factors influencing governance.

Collective bargaining impact on personnel decision making:

8. Faculty unions may help to raise standards in institutions where professional practices, peer judgments, and the faculty rights had little foothold.
9. The positive effects on personnel matters may be offset by a number of negative consequences.

Effects on faculty senates:

10. Senates are unlikely to convert to unions successfully.

11. Senates and unions have different responsibilities, with unions addressing economic issues and working conditions, and senates dealing with curriculum, degree requirements, and admissions.
12. Senates will not collapse with the arrival of collective bargaining, but as union influence continues to expand into areas of traditional senate responsibility, the current pattern of union and senate influence may not remain stable.
13. One critical element in how unionization will affect senates is the relationship of an institution to larger systems.

Effects on the administration:

14. Despite the president's feelings of vulnerability, evidence indicates that there is actually a shift toward greater administrative power.
15. The nature and composition of administrators is changing in response to collective bargaining.
16. The burdens of negotiating and administering the complex provision of contracts compounded the difficulties of administration.

Effects on faculty:

17. Collective bargaining will realign many of the major power blocks in the traditional academic setting.
18. Greater procedural protection for faculty promotions and tenure, less arbitrariness about administrative decisions, more job security and protection for nonteaching professionals, and greater economic security in general -- all are more likely with unions than without.

19. Other major benefits of unionization are governance-related faculties use unions to establish stronger participation in decision making in institutions that have never had a strong tradition of faculty governance where it is being challenged.
20. On the negative side, faculty unionization adds one more strong interest group to campus politics, further complicating the decision-making process and constituting a potential veto to beneficial organizational changes.
21. Disturbingly to many persons, unionization challenges one of the most cherished principles of the academic profession -- merit judgments based on peer evaluation.

IV. MAJOR REASONS FOR AND AGAINST COLLECTIVE BARGAINING IN HIGHER EDUCATION

Since the signing of President Kennedy's executive order No. 10988 (1962), collective bargaining has swept through the sector of public employment with official government sanction. In the 1960's, state legislation seemed to take up the challenge to provide some form of collective bargaining legislation for its public employees. The 1960's has been the decade of public employee unionism in the United States (15).

Research on the history of collective bargaining in higher education suggests that collective bargaining may have emerged as a by-product of faculty discontent with authority exerted on them. Faculty, according to this reasoning, have attempted to counter that authority through support for the collective bargaining process. For example, in a study conducted at Central Washington State College, it was hypothesized that faculty, in general, who were not able to cope with threat would seek collective action. The findings, however, indicated that "it was not the most threatened that supported the action, but rather the least threatened (13:49)."

Further, the study indicated that faculty were not dissatisfied with traditional collective bargaining issues of rank, tenure, salary, and working conditions, but rather most were generally satisfied. In addition, faculty were "advancing reasonably well, and enjoying considerable freedom in their teaching with little extraneous pressure to publish, sit on committees, etc. (13:49)."

Some of the advantages cited frequently in favor of collective bargaining in public education include: equality of power, legal force, resolution of individual problems, definition of policy, rights guarantee, faculty compensation, self-determination, institutional service, loyalty, and the strengthening of collegiality.

Common arguments against collective bargaining in public education include: increased costs, loss of flexibility, increased bureaucracy, unfavorable power shifts, increased adversary relationships, loss of student representation, funding problems, and loss of full faculty participation.

There are literally thousands of pros and cons to this emotional and economically significant issue, let alone its impact on the quality of instruction.

I have attached a very comprehensive list of advantages and disadvantages of collective bargaining in academic institutions (Appendix D). This list of pros and cons allegedly came from a neutral perspective without making judgment on the relative merits of each point as presented from both the union member's viewpoint as well as from the administrators viewpoint (1).

V. CONCLUSIONS

Having investigated many of the topical issues in "Labor-Management-Union Relations in Public Education," it is now possible to draw some tentative conclusions. None of the conclusions which I will present have been subjected to a rigorous statistical analysis, but a general consensus can be reached on many by the sheer weight of written and spoken opinions of the many professional persons with academic and personal experience in this area.

Generally speaking, unions want changes in wages and working conditions for their membership, a system of "jurisprudence" to safeguard members in disputes with management, policy, and finally, influence in school policy making.

Management is acting to preserve its authority to act. There has been little overt resistance to unionization--a response more commonly associated with the private sector. Districts have generally attempted to preserve order, protect the decisional legitimacy of the administration, and keep expenses close enough to public norms.

In the achievement of its goals, management has tended to use the mechanisms available to it most easily, namely, the legitimate authority of office and the division of labor inherent in a bureaucracy. For instance, board rules are passed to interpret the contract to school administrators, and official memoranda instruct supervisors in how to handle labor situations.

The unintended consequences of unionization include some polarization of at least temporary in nature, the development of at least some strong subgroups within the institutions, and the introduction of new goals for the organization as a whole. The polarization occurs partly as a matter of strategy on the part of unions as they recruit and form educational bargaining agencies.

I do not believe that management or labor is getting the kind of governance it desires. The influence of employee groups in the governance process has increased; whether the individual employee has achieved a larger share of professionalism is another, more doubtful question. The scope of management's unilateral decision making is diminishing somewhat, but management authority has not disappeared. The extent to which others are frozen out of the process is less than what I would have expected, and the advent of strong, explicit employee interest groups may have evoked a greater public interest. As Kerchner puts it, "The question is not who is running the store, but whether it will run at all (9:204)."

REFERENCES

1. Angell, George W. Some Suggested Advantages and Disadvantages of Collective Bargaining, Special Report No. 1, (Washington, DC: Academic Collective Bargaining Information Service), 1974.
2. Beal, E. F., Wickersham, E. D. & Kienast, P. The Practice of Collective Bargaining (4th ed.) (Homewood, Illinois: Richard D. Irwin, Inc.), 1972
3. Begin, James P. "Faculty Bargaining in 1973: A loss of Momentum?" Journal of the College and University Personnel Association, (April, 1974).
4. Boyd, William B. "Collective Bargaining in Academe: Causes and Consequences," Liberal Education, (October, 1971).
5. Finkin, Mathew W. "Grievance Procedures," In E. D. Duryea, Robert S. Fisk, and Associates (eds.) Faculty Unions and Collective Bargaining, (San Francisco: Jossey-Bass), 1973.
6. Garbarino, Joseph W. Faculty Bargaining: Change and Conflict, (New York: McGraw-Hill), 1975.
7. Hanley, Dexter L. "Issues and Models for Collective Bargaining in Higher Education," Liberal Education, (March, 1971).
8. Kemerer, Frank R. & Baldrige, J. Victor. Unions and Campus, (San Francisco: Jossey-Bass), 1975.
9. Kerchner, Charles T. "The Impact of Collective Bargaining on School Governance," Education and Urban Society, (February, 1979).
10. Lieberman, Myron. "The Future of Collective Negotiations," Phi Delta Kappan, (December, 1971).
11. Lieberman, M. & Moskow, M. H. Collective Negotiations for Teachers, (Chicago, Illinois: Rand McNally & Company), 1966.
12. Marshall, H. D. & Marshall, N. J. Collective Bargaining, (New York: Random House), 1974.
13. McGee, Charles L. "Make It the Way It Was: Is Faculty Collective Bargaining Reactionary?" AAUP Bulletin 62, (April, 1976).
14. Mortimer, Kenneth P. & Lozier, G. Gregory. "Contracts of Four-Year Institutions," In E. D. Duryea, Robert S. Fisk, and Associates (eds.) Faculty Unions and Collective Bargaining, (San Francisco: Jossey-Bass), 1973.
15. Muir, J. D. "The Tough New Teacher," In The Collective Delemma: Negotiations in Education, Carlton, P. W. and Goodwin, H. (eds.) (Worthington, Ohio: Jones Publishing Co.), 1969.

APPENDIX A

SUGGESTED READINGS

- Anderson, Howard J., Major Labor Law Principles Established by the NLRB and the Courts, (Washington: Bureau of National Affairs), 1976.
- Angell, George W., Edward P. Kelley, Jr. and Associates, Handbook of Faculty Bargaining, (San Francisco: Jossey-Bass), 1977.
- Aussieker, B., "Bargaining Without Unions in California," Industrial Relations, (February, 1974), pp. 40-49.
- Baldridge, J. Victor, Frank R. Kemerer, "Academic Senates and Faculty Collective Bargaining," Journal of Higher Education, (July, 1976), pp. 391-411.
- Barbash, Jack (with the assistance of Kate Barbash), Trade Unions and National Economic Policy, (Baltimore: Johns Hopkins Press), 1972.
- Bass, Ray Jr., "The Case for Keeping Principals Out of Collective Bargaining Brawl," The American School Board Journal, (June, 1973).
- Begin, James P., "Faculty Governance and Collective Bargaining: An Early Appraisal," Journal of Higher Education, (November, 1974) 582f.f.
- Bendix, R., Work and Authority in Industry, (New York: Wiley), 1956.
- Bowen, W. G., The Wage-Price Issue, (Princeton, N.J.: Princeton University Press), 1966.
- Boyd, William, "Collective Bargaining in Academe: Causes and Consequences," Liberal Education, (October, 1971).
- Bruno, James E., and Nelken, Ira, "An Empirical Analysis on Propensity for Teachers on Strike," Educational Administration Quarterly, (Spring, 1975), pp. 66-85.
- Bureau of National Affairs, Grievance Guide, 4th Edition (Washington: Bureau of National Affairs), 1973.
- Caldwell, William E., "The Superintendent's Negotiation Role," The Journal of Educational Research, (October, 1970), pp. 73-77.
- _____. California Community College Trustees Courier, (All issues since January, 1975).
- Carnegie Council on Policy Studies in Higher Education, Faculty Bargaining in Public Higher Education, (San Francisco: Jossey-Bass), 1977.

- Carnoy, Martin and Russell W. Rumberger, Segmented Labor Markets: Some Empirical Forays. (Discussion paper, September, 1975); Palo Alto, California: Center for Economic Studies, (1975).
- Chambers, Jay G., "The Impact of Collective Bargaining for Teachers on Resource Allocation in Public School Districts: The California Experience," Journal of Urban Economics (July, 1977).
- Chandler, M. C., Management Rights and Union Interests, (New York: McGraw-Hill), 1964.
- _____. Citizen Action in Education, (September, 1977).
- Cortner, R. C., "Liberals, Conservatives, and Labor," Annals of American Academies of Political and Social Science, (November, 1962).
- Cunningham, Luvern L., "Collective Negotiations and the Principalship," Theory into Practice, (April, 1968), pp. 62-70.
- Davis, Russell G. and Gary M. Lewis, Education and Employment: A Future Perspective of Needs, Policies and Programs. (Lexington, Mass.: Lexington Books), 1975.
- Derber, Milton, et. al., "Bargaining and Budget Making in Illinois Public Institutions," Industrial and Labor Relations Review, (October, 1973), pp. 49-62.
- Donley, Marshall O., Jr., Power to the Teacher: How America's Educators Became Militant, (Bloomington, Indiana: Indiana University Press and Phi Delta Kappa), 1976.
- Eaton, B. Curtis, "The Worker and the Profitability of the Strike," Industrial and Labor Relations Review, (October, 1972), pp. 670-79.
- Ernst, Richard J., Jr., Adjusting to Collective Bargaining: New Directions for Community Colleges, (San Francisco: Jossey-Bass), 1975.
- Feuille, Peter and James Blandin, "Determinants of Attitudinal Militancy Among University Faculty," Educational Administration Quarterly, (Winter, 1976), pp. 54-66.
- Garbarino, Joseph W., "State Patterns of Faculty Bargaining," in Industrial Relations, A Journal of Economy & Society, (May, 1976), pp. 191-205.
- Garbarino, Joseph W., "Faculty Unionism in the West," Industrial Relations, (February, 1974), pp. 1-4.
- Garbarino, Joseph W., "Precarious Professors: New Patterns of Representation," Industrial Relations, (February, 1971), pp. 1-18.
- Gerhart, Paul F., "Determinants of Bargaining Outcomes in Local Government Labor Negotiations," Industrial and Labor Relations Review, (April, 1976), pp. 331-351.

- Gillell, Marylyn, "Teacher Power and Its Implications for Urban Education," Theory into Practice, (April, 1968).
- Hall, Clayton and Norman E. Carroll, "The Effect of Teachers Organizations on Salaries and Class Size," Industrial and Labor Relations Review, (January, 1973).
- Hanley, Dexter L., "Issues and Models for Collective Bargaining in Higher Education," Liberal Education, (March, 1971), pp. 5-14.
- Hayford, Stephen L., "An Empirical Investigation of the Public Sector Supervisory Bargaining Rights Issue," Labor Law Journal, (October, 1975), pp. 641-653.
- Horton, Raymond D., "Productivity and Productivity Bargaining in Government: A Critical Analysis," Public Administration Review, (July/August, 1976), pp. 407-414.
- Kemerer, Frank R., and Victor J. Baldrige, "The Impact of Faculty Unions on Governance," Change, (December/January, 1975-76), pp. 50-51.
- Kennelly, Jean R. and Richard B. Peterson, "Attitudes, Experience and Issues in Faculty Bargaining," Industrial Relations, (May, 1974), pp. 202-207.
- Kerchner, Charles T., "The Impact of Collective Bargaining on School Governance," Education and Urban Society, (February, 1979).
- Kerchner, Charles T., "The Process Costs of Collective Bargaining in California School Districts," Journal of Collective Negotiations, Vol. 8 (1), (1979).
- Kleingartner, Archie, "Collective Bargaining Between Salaried Professionals and Public Sector Management," Public Administration Review, (March/April, 1973), pp. 165-172.
- Kochan, Thomas, George P. Huber, and L. L. Commings, "Determinants of Intra-Organizational Conflict in the Public Sector," Administration Science Quarterly, (March, 1975), pp. 10-23.
- Kochan, Thomas A. and Hoyt N. Wheeler, "Municipal Collective Bargaining: A Model and Analysis of Bargaining Outcomes," Industrial & Labor Relations Review, (October, 1975), pp. 46-66.
- Lewin, "Public Sector Labor Relations," Labor History, (Winter, 1977), pp. 133-44.
- Lewin, David, "Collective Bargaining Impacts on Personnel Administration in the American Public Sector," Labor Law Journal, (July, 1976), pp. 426-437.
- Lipsky, David B., and John E. Drotning, "The Influence of Collective Bargaining on Teachers' Salaries in New York State," Industrial and Labor Relations Review, (October, 1973), pp. 18-35.

- Madden, George, "A Theoretical Basis for Differentiating Forms of Collective Bargaining in Education," Education Administration Quarterly, (April, 1969), pp. 76-90.
- McHenry, Vere A., "How to Write Teacher Performance Levels into the Negotiated Contract," Journal of Collective Negotiations in the Public Sector, (Fall, 1972), pp. 329-338.
- Moore, Gary A., "The Effect of Collective Bargaining on Internal Salary Structures in the Public Schools," Industrial and Labor Relations Review, (April, 1976), pp. 352-362.
- Moskow, Michael H. and Kenneth McLennon, "Impact of Decentralization of Collective Bargaining in Urban Education," 22nd Annual Proceedings, Industrial Relations Research Association, (1969), pp. 237-248.
- Moskow, Michael H., Joseph Loewenberg and E. C. Koziara, Collective Bargaining in Public Employment, (New York: Random House), 1970.
- Northrup, H. R., Boulwarism, University of Michigan, (Ann Arbor, Michigan: Bureau of Industrial Relations), 1964.
- Paterson, L. T., Grievance Handbook, (Burlingame, California: Association of California School Administrators), 1975.
- _____, Public Employment Relations Reporter, (All monthly issues since January, 1975.)
- _____. SEA Reporter, School Employers Association (December, 1978).
- Stieber, Jack, Public Employee Unionism: Structure, Growth and Policy, (Washington: Brookings), 1973.
- Sultan, Paul E., The Disenchanted Unionist, (New York: Harper and Row), 1963.
- Thornton, Robert, "The Effects of Collective Negotiations on Teachers' Salaries," The Quarterly Review of Economics and Business, (Winter, 1971), pp. 37-46.
- Thornton, Robert J. and Andrew R. Weintraub, "Public Employee Bargaining Laws and the Propensity to Strike: The Case of Public School Teachers," Journal of Collective Negotiations, (Winter, 1974), pp. 33-40.
- Torrence, W. D., "And What do Teachers Strike Over Most? Wages of Course," American School Board Journal, (March, 1976), p. 29.
- Tracy, Lane, "The Influence of Noneconomic Factors on Negotiators," Industrial and Labor Relations Review, (January, 1974), pp. 204-215.
- Weitzman, Joan, The Scope of Bargaining in Public Employment, (New York: Praeger), 1975.

Zagoria, Sam, "Productivity Bargaining," Public Management, (July, 1973),
pp. 14-16.

APPENDIX B
SUMMARY OF COLLECTIVE BARGAINING BILL
SB 160 (Rodda)

The existing statutes which govern employer-employee relations at the elementary and secondary levels in the public school system, including community colleges, are the Winton Act.

The Winton Act provides, among other things, that public school employees shall have the right to form, join and participate in the activities of employee organizations for the purpose of representation on all matters of employer-employee relations. The chosen employee organization has the right to represent its members in all matters relating to employment relations with public school employers. Representatives of a public school employer are required, upon request, to meet and confer with representatives of certificated and classified employee organizations on all matters relating to employment conditions and employer-employee relations, and with representatives of employee organizations representing certificated employees on procedures relating to educational objectives and aspects of the instructional program.

PURPOSE

This bill would repeal the Winton Act operative July 1, 1976. This bill would enact provisions to govern employer-employee relations of public school employers (as defined, including community college districts) and public school employees (as defined) through meeting and negotiating (as defined) on matters within the scope of representation.

SCOPE

This bill would enact provisions which would: (1) define various terms, (2) specify that the scope of representation is limited to wages, hours of employment, specified health and welfare benefits, leave and transfer policies, safety conditions of employment, class size, employee evaluation procedures, and grievance processing procedures.

ADMINISTRATION

The act created a three-member Educational Employment Relations Board appointed by the Governor with the advice and consent of the Senate. Prescribe membership, terms, filling of vacancies, compensation, staffing, powers and duties of the board, including determination of issues of appropriateness of units and scope of representation, conducting secret representation elections, establishing lists of qualified mediators, arbitrators, and factfinders, conducting related studies and recommending needed legislation, adopting rules and regulations, investigating and determining charges of unfair practices, holding hearings, and issuing and enforcing, in superior court, subpoenas.

EMPLOYEE RIGHTS

Grants the employees the right to form, join, and participate in employee organizations for the purpose of representation and the right to refuse to join, or participate in employee organizations. It prescribes rights, powers, and duties of employees, employee organizations, representatives, and exclusive representatives.

RECOGNITION

Provides for recognition by employers or certification by the board, of exclusive representatives (as defined) for appropriate units and requires

their meeting and negotiating with employers. Prohibits any employee or other employee organization from representing that unit in employment relations with the employer once an exclusive representative has been chosen.

REPRESENTATION

The law requires fair representation. Requires presentation of prescribed initial proposals at a public meeting of the employer and prescribes related time schedules and related publicity, publicity, public record, and public meeting requirements. Prohibits representation of management employees (as defined) and confidential employees (as defined) by an exclusive representative but permits individual representation or by an employee organization composed entirely of such employees but without power to meet and negotiate.

PROCEDURES

- (1) It prescribes requirements and procedures for recognition and certification of exclusive representatives, including secret elections, and for declaration and resolution of impasses by mediators, and, if that fails, by factfinding panels and specify guiding criteria therefor.
- (2) It prescribes general criteria for appropriateness of units.
- (3) It authorizes entry into written agreements covering matters within the scope of representation, including organizational security, and exempt such agreements from a specified policy provision. Authorizes such agreements to provide for final and binding grievance arbitration of disputes involving interpretation, application, or violation of such agreements and, in absence thereof, authorize submission of such disputes to final and binding arbitration pursuant to rules of the commission. Provides for

utilization of designated judicial procedures.

(4) It makes specified acts of employers unlawful, including certain acts against employees because of their exercise of rights afforded hereby, denial of rights of employee organizations, refusal or failure to meet and negotiate in good faith with an exclusive representative, and domination of, interference with, or financial or other support of, any employee organization.

(5) It makes specified acts of employee organizations unlawful, including certain acts against employers, certain acts against employees because of their exercise of rights afforded hereby, and refusal or failure to meet and negotiate in good faith with the public school employer of employees of which it is the exclusive representative.

(6) It makes Section 923 of the Labor Code inapplicable to public school employees but prohibits such provision from causing any court or the board to hold invalid any negotiated agreement entered into pursuant to this act.

(7) It establishes judicial review of unit determinations and unfair practice decisions, under certain conditions.

RELATED MATTERS

It appropriated \$300,000 for support of the Educational Employment Relations Board.

It makes the provisions relating to creation and certain duties of, and appropriation for, the board operative on January 1, 1976. It makes the provisions relating to the organizational rights of employees, the representational rights of employee organizations, and the recognition of exclusive representatives and the related procedures operative on April 1, 1976, and the balance of the added provisions operative on July 1, 1976.

This bill provided that there were no state-mandated local costs that require reimbursement pursuant to Section 2231, Revenue and Taxation Code because there are no duties, obligations, or responsibilities imposed on local government by this act.

APPENDIX C

SUMMARY OF COLLECTIVE BARGAINING BILL

AB 1091 (Bergman)

PURPOSE

Extends collective bargaining rights to higher education employees to provide a mechanism for resolution of issues within the scope of bargaining.

SCOPE

Covers all employees, both academic and non-academic, of the University of California and the California State University and Colleges systems except confidential and managerial employees. All matters including wages, hours, and other terms and conditions of employment may be the subject of collective bargaining.

ADMINISTRATION

The act will be administered by the Educational Employment Relations Board created by SB 160 of 1975. The duties and powers of the Board are essentially the same as under SB 160. The Board may determine the appropriateness of proposed units, conduct and certify elections, investigate unfair labor practices, decide contested matters involving recognition, certification or decertification of employee organizations as exclusive representatives and other similar functions.

A major difference is that in this act the Board would receive and certify evidence of support whenever a show of support is required, e.g., recognition; petitions for certification.

EMPLOYEE RIGHTS

Employees have the right to join or not join employee organizations for purposes of collective bargaining. Employee organizations may seek to become the exclusive representative of the employees of an appropriate unit. If there is a dispute as to the appropriateness of a unit, the Board resolves it based on criteria set forth in the act.

EXCLUSIVE REPRESENTATION

An employee organization becomes an exclusive representative by either:

- (1) seeking voluntary recognition from the employer if it can show it has the support of a majority of the employees in an appropriate unit, or
- (2) filing a petition directly with the Board seeking certification. Provisions are made for challenging the appropriateness of a unit and for establishing competing claims of representation. An exclusive representative has a duty to represent all employees in the unit fairly and impartially.

LIMITATIONS

To avoid disruption and to provide continuity, requests for voluntary recognition and elections based on petitions raising a question of representation will be barred if: (1) there has been an election within the preceding 12 months--whether or not an exclusive representative was chosen or (2) there is a valid written agreement in effect (except that between 90 and 120 days prior to the expiration of the agreement there is no bar).

BARGAINING PROCEDURES

Both the employer and the exclusive representative have a duty to bargain in good faith and failure to do so constitutes an unfair labor practices.

Collective bargaining is defined as bargaining in good faith with respect to matters within the scope of bargaining and execution of a written agreement incorporating the terms agreed upon by both parties.

The parties to an agreement may provide for binding arbitration of rights disputes, i.e., questions of interpretation, application or violation of an agreement. They may also make provisions for organizational security for the exclusive representative including the issues of obligations of membership and rights to dues deduction.

Procedures are set forth in the act for the resolution of impasses and either party may declare that an impasse exists.

STUDENT PARTICIPATION

Recognizing that collective bargaining agreements may materially affect issues of importance to students--class size for example--the bill provides for participation and comment by a non-voting student representative.

PUBLIC NOTICE

Contains the same provisions as were in SB 160 in order to insure notice to the public so as to afford opportunity for public input.

ROLE OF THE GOVERNOR AND THE LEGISLATURE

Since issues of concern to the public, including the funding of collective bargaining agreements, are present when dealing with public employees, the governor and the legislature as the elected representatives have a role to play in the collective bargaining process.

The bill requires the employer to maintain close liaison with the Depart-

ment of Finance and the Legislature during negotiations. It further provides for the Governor to submit the parts of the agreement requiring state funding or other legislative action to the Legislature with his recommendations.

Source: Congress of Faculty Associations, 1977

SOME SUGGESTED ADVANTAGES

From Union Members' Viewpoints

1. Efficiency. Collective bargaining is more efficient in representing faculty positions than some faculty or university senates. Often senate decision-making processes are ill-defined. Decisions are slow in coming, and the collegial process can be delayed interminably by administrative delay.

2. Equality of Power. Under collective bargaining faculty power increases and tends to approach equality with administrative power in areas covered by the bargaining contract. The union can demand agreed-upon performances from the administration, and when lacking, grievances can be promptly initiated and processed without undue administrative delay or interference.

3. Legal Force. Unlike traditional university policies and procedures, collective bargaining contracts carry the force of law. Their provisions cannot be ignored, changed informally or unilaterally by the administration. Provisions of the

From Administrator's Viewpoints

1. Efficiency. Faculty members and senates will often continue to argue a situation months and years after administrative decision. Under collective bargaining, the case is submitted to an efficient negotiation or grievance system designed to include an objective third party analysis when appropriate. As soon as a case is submitted to grievance, people generally stop talking about it and await a formal, final decision.

2. Equality of Power. Under collective bargaining, faculty members in public institutions are generally prohibited from using the weapon of strike or, in those states where permitted, the strike can only be called after extensive impasse procedures have been employed and/or a strike has been approved by an appropriate court. Administrators generally feel that a more favorable, reasoned resolution of issues can be achieved when the threats of strike and lock-out are removed. Private colleges under NLRB jurisdiction do not have this advantage. In either case, administrators are protected from unfair union practices.

3. Legal Force. Negotiated contracts carry the force of law. Administrators appreciate the fact that favorable grievance decisions carry the finality of law proceedings and cannot be contested by long, drawn-out harassing tactics often used in the '60s.

SUGGESTED ADVANTAGES (Continued)

contract take precedence over trustee or administrative policies and regulations.

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. Under such procedures, the administration cannot simply veto the recommendations of the faculty, or refuse to attend meetings called for the purpose of settling broad concerns of faculty.

5. Communication. The requirement of both parties bargain in good faith facilitates better communication between faculty and administration. A continuous and meaningful dialogue is ordinarily 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 administratively announced policy and actual practice do not escape full discussion.

In addition, most chief administrators employ legal assistants specifically trained to handle grievances in an equitable, objective manner, greatly reducing the administrator's time and emotional strain.

4. Impasse Resolution. Collective bargaining laws ordinarily contain impasse procedures which include the use of outside mediators and fact-finders. Most administrators welcome professional outside assistance because their most important objective is to keep the institution operating smoothly and effectively, without much concern as to "who wins or loses" a particular argument. Impartial third parties help to clarify management, as well as faculty rights and thus aid the administrator to obtain an early, equitable resolution of each problem.

5. Communication. The requirement that both parties bargain good faith can facilitate better communication between faculty and administration, especially when the union genuinely represents the broad opinion of faculty. A continuous and meaningful dialogue is ordinarily guaranteed by the law. Information must be shared under the terms of most labor laws. Salary, fringe benefits, budgets, and other conditions of employment become matters of frank and open discussion. Administrators generally feel that when faculty members know the facts of a situation they are less susceptible to rumor, innuendo, and false charges initiated by chronic complainers.

SUGGESTED ADVANTAGES (Continued)

6. Understanding the Institution. The process of collective bargaining usually leads to better understanding of the working 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 constraints required for viability 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 grievance procedures specified in a local contract, such concerns are more likely to be brought forward, clarified, and resolved in a thorough and just manner.

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 grievance procedures specified in a legal contract, such concerns are more likely to be brought forward, clarified, and resolved in a thorough and just manner. A chief administrator, having spent much time trying to remedy the effects of incorrectly processed decisions by one or two sub-administrators, welcomes three types of relief: (1) more care and fewer errors in procedure by sub-administrators, (2) impartial review of grievance will be scheduled by his legal counsel and not by him, (3) he is no longer expected to be blindly "loyal" to his sub-administrators and to departmental committees and back their decisions regardless of errors in procedure or poor judgment.

8. Definition of Policy. Collective bargaining fosters definition of administrative policy and procedure. The latitude for administrative judgment is usually clarified and defined, especially in personnel decisions. This puts everyone on notice as to what to expect and when. Administrative

8. Definition of Policy. Collective bargaining fosters definition of administrative policy and procedure. The latitude of administrative judgment is usually clarified and defined, especially in personnel decisions. This puts everyone on notice as to what to expect and when. Executives usually appreci-

SUGGESTED ADVANTAGES (Continued)

decisions are then processed more even-handedly throughout the campus or system.

9. Rights Guarantee. The written contract which results from bargaining usually 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 an administrator, but that of a impartial third party, such as a state labor relations board or a court of law. The procedure minimized the abuse of administrative power.

10. Faculty Compensation. Collective bargaining has produced notable gains in faculty compensation in some areas of the country.

11. Self-Determination. Collective bargaining usually increases the faculty member's responsibility in decisions about his or her own career (in such matters as fringe benefits, salary, appointment, promotion, sick leave, tenure, work load, working conditions, etc.).

ate the regularization of personnel decisions because many grievances arise from departments and divisions insisting on freedom to act in their own way and time. Uniformity in personnel procedures usually increases efficiency without loss of basic freedoms or flexibility of operation.

9. Rights Guarantee. The written contract which results from bargaining usually guarantees management rights. Administrators appreciate the fact that their right to take effective action in areas often challenged by "chronic complainers" are sustained both by a contract and by impartial grievance reviews. In other words, management rights become more widely understood and less open to challenge.

10. Faculty Compensation. Collective bargaining usually increased faculty salaries and administrative funds for selective merit increases. This helps the institution to retain its more effective faculty members and to attract higher caliber candidates for vacancies.

11. Self-Determination. Collective bargaining usually increases the faculty's collective responsibility in decisions about such matters as fringe benefits, salary, appointment, promotion, sick leave, tenure, work load, and working conditions. In the long run, this may decrease faculty complaints about "administrator's" decisions with a corresponding decrease in campus tension.

SUGGESTED ADVANTAGES (Continued)

12. Administrative Evaluation. In certain situations, collective bargaining may diminish the role of merit increases in faculty compensation. Merit adjustment 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 salaries will help eliminate petty jealousies among faculty members, since all will be treated alike.

13. Younger Faculty. Younger faculty members view collective bargaining as a method to protect their access to promotion and continuing pay increases. In a traditional system, senior faculty exercise greater power than their numbers might warrant. But unionism 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; by devising effective grievance procedures; standardizing performance evaluation procedures; standardizing other job-oriented policies and procedures such as recruitment and appointment, dismissal or non-retention, promotion, and tenure. In addition, institutions, by law, are not permitted to bargain with unions which practice discrimination in any form. In short, collective bargaining procedures and contracts provide an effective weapon to help enforce equal opportunity laws and regulations.

12. Administrative Evaluation. The administration can openly bargain for merit pay increases and many current contracts include provisions for the administration to distribute merit pay based on faculty performance. This strengthens the administrator's ability to reward and retain outstanding faculty members with the support of the union-backed contract. It also requires systematic performance evaluation of faculty members. On the other hand, should an administrator dislike merit increases, he can bargain for uniform pay schedules, usually with the backing of the union.

13. Younger Faculty. Since administrators are traditionally responsible for innovation that secures institutional visibility and viability, and since younger faculty are ordinarily more interested in change, most administrators welcome full participation by younger faculty especially in years when the effect of "steady-state staffing" sharply reduces the number of young voices among the faculty. Administrators are not agreed, however, as to whether or not collective bargaining actually increases participation by the young.

SUGGESTED ADVANTAGES (Continued)

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

16. Educational Policy. Collective bargaining, where collegial governance has been weak, will place more responsibility for internal educational matters in the hands of the faculty who are the educational experts.

16. Educational Policy. Collective bargaining, where collegial governance has been weak, will place more responsibility for internal educational matters in the hands of the faculty who are the educational experts. Most administrators prefer this arrangement since bargaining supports their right to approve or veto faculty decisions, as well as to make decisions relative to new programs and budgetary support for existing programs. Internal "education" decisions are often controversial among competing departments, as well as between faculty and student interests (e.g., policies regarding degree requirements). Many administrators prefer to leave such debates to the interested parties while retaining the privilege of chief mediator and adjudicator.

17. Competitive Power. With regard to public institutions, unionization enables faculty to compete more successfully with other public agencies and services for available tax funds. Other public employees are likely to be already unionized and in a strong, competitive position. In private institutions, unionization may help the faculty to persuade trustees and administrators to give faculty salaries a higher priority in budgeting available funds.

18. Consistency of Service. Collegial governance and individual bargaining only serve effectively when there is a shortage of scholars such as in the '60s. Collective bargaining can protect the interest of faculty even when there is a shortage of jobs.

18. Increased Executive Authority. Collective bargaining usually decreases power of trustees since they must delegate considerable authority to administrators at the bargaining table. In addition, contracts often specify a mechanism for day-to-day negotiations relative to interpretation of broad contract provisions. This tends to centralize

SUGGESTED ADVANTAGES (Continued)

authority, to strengthen the chief executive's hand in daily decision-making, and to increase operational efficiency.

19. Strengthening Collegiality. Open contracts can strengthen collegial governance by specifying subjects and procedures of consultation and agreement prior to administrative action.

SOME SUGGESTED DISADVANTAGES

From Faculty Members' Viewpoints

1. Increased Costs. Union dues are a burden to most faculty members. Costs range as high as one per cent of salary.
2. Loss of Flexibility. Individual faculty lose their ability to negotiate their own salaries, leaves, hours, and grievances because unions usually require considerable conformity. Unions at times feel compelled to discipline individual members for poor performance, giving the faculty member an additional boss.
3. Inappropriateness of Job Actions. Job actions (e.g., strikes, sick-ins, etc.) are considered by many professionals to be inappropriate in the collegial community of higher education, and such action will seldom be supported by them. Strikes are also prohibited by many states. This leaves a union without benefit of a major bargaining weapon and offers little improvement over collegial governance bargaining power.
4. Increased Bureaucracy. A new and larger bureaucracy, the centralization of power at the

From Administrator's Viewpoints

1. Increased Costs. Collective bargaining significantly increases institutional costs. A new bureaucracy is needed to back up negotiating teams and to administer the contract. This would include labor relations experts, legal counsel, hearing officers, statisticians, and so on. Bargaining also takes considerable time of university academic and business officers without reducing their normal work loads.
2. Loss of Flexibility. Once a collective bargaining contract has been signed, the reference point of all contract-related policies, procedures, and grievances becomes the contract. Institutional flexibility and administrative decision-making power may be weakened.
3. Inappropriateness of Job Actions. Aggressive unions have, under certain conditions, promoted strikes, inflammatory articles in union newspapers, boycotting of faculty meetings, etc., to promote union goals. Use of such weapons promotes campus controversy and adversarial relationships which, in turn, may decrease institutional efficiency, integrity, and viability.
4. Increased Bureaucracy. A new and larger bureaucracy, the centralization of power at the bargaining

SUGGESTED DISADVANTAGES (Continued)

bargaining table, and the new detailed contractual procedures may have a homogenizing and standardizing influence on the campus. This is antithetical to the purposes of higher education, which attempts to foster diversity of views and approaches. This also can affect the ability of departments, divisions, and faculties to use different personnel requirements, standards, and approaches in serving differing clienteles.

table, and the new, detailed contractual procedures may have a homogenizing and standardizing influence on the campus. This is antithetical to the purposes of higher education, which attempts to foster diversity of views and approaches. When a bargaining unit includes several campuses, the individual campus often loses its ability to bargain contracts that meet needs of its special faculties, programs, location, clientele, size, etc.

5. Unfavorable 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 can be jeopardized. In addition, under an increasing centralization of procedures and policy formulation, the traditional independence, pluralism, and power of departments may be altered. Moreover, administrators may be required to act more like management, exercising powers of supervision and control more like their industrial counterparts to be certain that contract provisions are adhered to.

6. Increased Adversary Relationships. Collective bargaining often becomes an adversarial 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 may become the result of tense compromise negotiation, involving a combination of financial, governance, and educational issues, rather than scholarly decision-making in an atmosphere of academic freedom.

7. Increased Demands on Faculty. Future salary increases for faculty may only be gained "in return for" increased "productivity." For example, trustees or state governments may bargain or impose increased work load requirements and limit research facilities, sick leave, and sabbaticals.

8. Diminished 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 governmental agent to deal directly with the union in negotiation. Indeed, this is sometimes written into the law. This not only weakens institutional autonomy but may destroy the effective role of trustees in university governance. This could put the entire concept of collegial governance in jeopardy.

SUGGESTED DISADVANTAGES (Continued)

9. Resort to Exaggeration and Emotions. Exaggerated claims and emotional demands from both sides of the table are ordinarily part of the bargaining process. Such claims are not consonant with the aims of higher education which has the traditional duty to foster a regard for truth and to avoid advocacy.

10. Loss of Student Representation. Students may become casualties at the bargaining table. Ordinarily they do not participate in collective bargaining discussions, and student welfare may be partially 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, faculty evaluation, and curricular matters. Finally, the failure of negotiations might lead to a faculty strike which could interrupt students' education.

11. Standardized Pay. Standardized pay increases have a high priority among some unions and some faculty members who have been promoted more slowly than average. This policy could eliminate or minimize merit incentives and thereby prevent adequate rewards for outstanding service. This may lead to a lower standard of performance by some faculty members, especially if administrative evaluation of faculty deteriorates or is limited and tenure is strengthened. Outstanding professors may leave, and the standardized restrictions on starting salary may make it difficult to attract others of equal caliber. Standardized pay for most institutions, in the long run, means mediocre faculty.

12. Funding Problems. Collective bargaining may foster coordination 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. Such instances have caused strikes and near-strikes.

13. Loss of Some Diversity. Universities traditionally have been 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, etc. Outstanding scholars may be barred from bargaining individually with institutions. Less mobility for faculty and more institutional rigidity could result.

14. Involuntary Contributions. Allied to the preservation of diversity and individuality is the financing of the bargaining agent. Where the union cannot obtain adequate financing from voluntary dues, it bargains

SUGGESTED DISADVANTAGES (Continued)

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 cost incurred in representing him). This may be an unacceptable restraint for many faculty members.

15. Loss of Traditional 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.

16. Loss of Self-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.

17. Loss of Self-Governance. Academic freedom and institutional autonomy could be impaired by impasse resolution procedures. Some say that unionization places new structures on institutions by resorting to outside arbitrators. It is argued that such arbitrators do not understand the unique characteristics of higher education.

18. Loss of Full Participation of Faculty. Some unions do not represent the broad spectrum of faculty simply because many faculty refuse to join the union or to take part in union activities. Regardless of reason, the university suffers when any important segment of its faculty refuses to participate in campus governance.

19. Credibility. Under collegial governance, the faculty and administration can do their bargaining, e.g., over salaries, within the family and then present a unified front to the governing body. Under collective bargaining, the campus president cannot publicly support faculty demands for salary increases. When different points of view from two segments of the same campus are made public, the credibility of the institution and its needs can be undermined.