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ABSTRACT

An in-depth investigation of the development and consequences of faculty collective bargaining used all institutions of higher education in the state of Pennsylvania that have experienced faculty collective bargaining and/or organizing activity. After a presentation of the background material and a discussion of the development and experience with faculty collective bargaining at Pennsylvania state colleges and universities, community colleges, state-related colleges, and private institutions, an analysis of the experience in various sectors is made. Discussed are patterns and variations in organizing activity; the major unit determination issues that have emerged; the scope, procedures, and major outcomes of contract negotiations; impasse resolution; approaches to contract administration; the consequences of collective bargaining for institutional governance; and the role of external authorities in collective bargaining. Findings are that the nature and consequences of faculty collective bargaining varied significantly among institutions and institutional types; and it is difficult to separate the consequences of faculty bargaining from the impact of a variety of other current forces in higher education. (Author/KE)

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FACULTY COLLECTIVE BARGAINING ACTIVITY  
IN PENNSYLVANIA  
THE FIRST FIVE YEARS (1970-1975)

WALTER J. GERSHENFELD

KENNETH P. MORTIMER

with the assistance of

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FACULTY COLLECTIVE BARGAINING ACTIVITY  
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A REPORT TO THE CARNEGIE CORPORATION OF NEW YORK  
OF A STATEWIDE STUDY

WALTER J. GERSHENFELD

KENNETH P. MORTIMER

with the assistance of

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A JOINT PROJECT

CENTER FOR LABOR AND MANPOWER STUDIES  
TEMPLE UNIVERSITY

AND

CENTER FOR THE STUDY OF HIGHER EDUCATION  
THE PENNSYLVANIA STATE UNIVERSITY

APRIL 1976

## PREFACE

One of the major developments in higher education during the past decade has been the growth of faculty collective bargaining. As of May 1975, there were approximately 240 bargaining units representing 86,000 faculty at 354 campuses across the United States. Virtually all of this activity has taken place since 1965.

This study attempts to respond to the need for systematic, in-depth investigation of the development and consequences of faculty collective bargaining. The population selected for this endeavor is comprised of all institutions of higher education in the state of Pennsylvania that have experienced faculty collective bargaining and/or organizing activity. Pennsylvania represents fertile ground for such an investigation. It was one of the first states to experience faculty collective bargaining on a large scale, particularly in the public sector. Therefore, the depth of experience with faculty bargaining is relatively great. In addition, Pennsylvania ranks fourth among the states in the number of unionized institutions of higher education. Finally, the Pennsylvania experience with faculty bargaining spans a full range of institutional types, circumstances, and patterns of control.

The findings reported in this study are the result of an extensive field investigation of collective bargaining activity at 42 institutions of higher education in Pennsylvania, conducted between November 1974 and August 1975. The cut-off date for the events which are discussed is September 1, 1975.

## SCOPE AND ORGANIZATION OF THE REPORT

This report consists of four major sections. The first section consists of background material. The authors describe the research effort and sources of data for the report, the legal and political setting for faculty collective bargaining in Pennsylvania, and the structure and organization of higher education in Pennsylvania. This section includes a brief profile of the four major sectors of Pennsylvania higher education, i.e., the 14 state colleges and university, the 14 community colleges, the four state-related universities, and the private institutions.

The second section of the report is descriptive. The authors discuss the development and experience with faculty collective bargaining in each of the major sectors. Depending upon the status of faculty collective bargaining activity in the respective sector, the discussion of each sector includes some or all of the following elements: a discussion of the organizing campaign and unit determination issues and procedures; an examination of contract negotiations and the agreement(s) which have emerged; a discussion of the contract administration process and institutional governance under collective bargaining; and an examination of the roles of external authorities in the collective bargaining process, with particular emphasis on executive and funding authorities at the state and local levels. This section is organized in approximate chronological order of the incidence of faculty collective bargaining in the various sectors, beginning with the state colleges and university, the community colleges, the state-related universities, and the private

sector. The relatively comprehensive treatment of the state colleges and university and of the community colleges is a reflection of the more extensive experience with faculty collective bargaining in those sectors.

The third major section of the report is a comparative analysis of the experience with faculty collective bargaining in the various sectors. This section proceeds in approximately the same topical sequence as adopted for the description of bargaining activity in the individual sectors in the previous section. Specifically, the authors discuss patterns and variations in organizing activity; the major unit determination issues which have emerged; the scope, procedures, and major outcomes of contract negotiations; impasse resolution; approaches to contract administration; the consequences of collective bargaining for institutional governance; and the roles of external authorities in collective bargaining.

The fourth and final section summarizes the major findings of the study.

## ACKNOWLEDGMENTS

The planning and implementation of a project of this sort is time consuming and complex. We would like to take this opportunity to acknowledge those who have supported and participated in this study.

First and foremost we would like to thank the Carnegie Corporation of New York for its support, with special thanks to Jim Dyer for his interest in our work.

The study would never have been possible without the cooperation of the more than 40 institutions we visited and the many others who responded to telephone inquiries and questionnaires. We realize that responding to requests for information is a burdensome task and we are grateful for the cooperation of all these Pennsylvania institutions.

In addition to our own field efforts, field visits were also conducted by 14 consultants who served us well by their expertise. They are: Bernard Anderson, G. Lester Anderson, Donald Burke, E. D. Duryea, Manuel G. Gunne, Karen Koziara, Richard Leone, David W. Leslie, Larry L. Leslie, J. Joseph Loewenberg, G. Gregory Lozier, Stuart Schmid, Robert Walter, and David Zimmerman.

Special recognition is due to Mark D. Johnson at Penn State and Joseph Tomkiewicz at Temple for their assistance and support throughout all of the phases of this long study. We have both benefited from our association with these two graduate assistants, whose contributions constitute a significant part of the total effort. Mark Johnson's

contribution was considered so vital that we have included his name on the title page.

Finally, we would like to thank Janet Novotny Bacon, editor at the Center for the Study of Higher Education, for her careful and thorough editing of the final manuscript.

Although we have benefited from the contributions and insights of many, all interpretations are our own.

March 1976

W.J.G.

K.P.M.



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## SECTION I/ INTRODUCTION

## METHODS OF INVESTIGATION AND SOURCES OF DATA

The investigation began in the summer of 1974 with a mailed questionnaire to all institutions of higher education in Pennsylvania, with the objective of identifying those institutions which had experienced any form of faculty organizing or collective bargaining activity. This effort, together with a subsequent telephone survey, revealed that formal (certified) faculty bargaining takes place at 29 colleges and universities in Pennsylvania. Another 6 institutions have experienced bargaining agent elections that resulted in "no representative" victories. Two others received petitions for bargaining agent elections during 1974-75. Twenty-six nonunionized institutions report that they bargain "informally" with their faculties.

The 37 institutions identified as having experienced formal collective bargaining or organizing activity, plus a sample of five colleges which reported informal bargaining, were divided equally between the project directors. Between November 1974 and August 1975, field trips were conducted to each of these institutions either by one of the project directors or by one of several consultants hired for this purpose. Each consultant was given a pair of interview schedules and asked (1) to complete one schedule reflecting the management perspective at the institution and one reflecting the union's perspective and (2) to submit a narrative report of findings at the institution.

Although the consultants were given some latitude in selecting their respondents, they were encouraged to go beyond the minimum requirement of interviewing single management and union representatives. Most consultants interviewed at least two senior administrators. In addition, most interviewed the administrator responsible for contract administration

and/or the personnel director, as appropriate. At many institutions, interviews were conducted with deans, subdeans, department chairpersons, and a variety of nonacademic middle-level managers. On the faculty side, interviews were conducted with at least one union officer or organizer, as appropriate, and one faculty senate officer, where such an organization existed. More detailed investigations at some institutions included interviews with chairpersons of various union and senate committees as well as rank-and-file faculty. In most cases, the consultant or project director also interviewed the student government president and, in some cases, other student leaders. In a few cases, interviews were also conducted with an officer of one or more nonfaculty unions. The number of interviews varied between 2 and 25, depending upon the status of collective bargaining activity at the institution and the institution's willingness to cooperate. The norm, however, was 5 to 10 interviews.

In addition to the institutional visits, the project staff also conducted a series of field trips to the state capital to interview government, union, and various association officials. State-level respondents included the lieutenant governor, six legislators, six legislative staff members, and the director of the Bureau of Labor Relations in the Governor's Office of Administration. An additional 10 interviews were conducted in the Department of Education, including the secretary and deputy secretary of education, senior officials in the Office of Higher Education, members of the negotiating teams for the system-wide state colleges and university contract, and the chief of labor relations. The focus of the last category of interviews was on the state colleges and university case in which the Department of Education has been most intimately involved.

The primary source of data, then, is the series of interviews described on the preceding page. In addition, the investigators made use of records of several unit determination hearings; arbitration awards; a variety of government, union, and institutional documents and publications; and a number of doctoral dissertations concerning public sector and/or faculty collective bargaining in Pennsylvania.

Some data obtained by the investigators via interviews were made available with the understanding that certain information and/or its sources would be held in confidence. The authors have made every effort to honor such requests.

## THE LEGAL AND POLITICAL SETTING FOR PUBLIC SECTOR COLLECTIVE BARGAINING

Collective bargaining in Pennsylvania's public sector is governed by the Public Employee Relations Act (Act 195) of October 1970. Prior to 1970, public employee relations were governed by the Public Employee Anti-Strike Act (Act 492) of 1947, which did little more than provide for a grievance procedure and prohibit strikes in the public sector (Schmidman 1973, p. 755). During the 1960s, several local public school teacher groups went on strike, causing general concern over the inadequacy of a law that could not be enforced and the absence of a positive alternative to work stoppages in the public sector.

In 1968, the legislature enacted a statute which provided for collective bargaining by firemen and policemen (Act 111). In the same year Governor Shafer appointed a commission under the chairmanship of Leon E. Hickman, a Pittsburgh attorney, to establish guidelines for a comprehensive new public employee relations law.



Following a month of public hearings and conferences with union and government officials, the Hickman Commission developed a set of recommendations which laid the foundation for Pennsylvania Act 195. The commission favored a single, comprehensive public employee labor-relations law that recognized the right of public employees to bargain collectively, required public employees and employers to bargain in good faith, and provided for a limited right to strike (Report and Recommendations, 1968).

The act which emerged in 1970 conforms in most respects to the broad recommendations of the Hickman Commission.<sup>1</sup> There is no need to review Act 195 in detail. The provisions are standard in most respects to other state public employee relations acts that have emerged since 1965. Three basic components of the law, however, deserve mention at this time: the provisions relating to the scope of bargaining, unit determination, and strikes.

The scope of negotiable issues is standard to most collective bargaining laws, i.e., wages, hours, and other terms and conditions of employment. Public employers are not required to bargain over matters of "inherent managerial policies." Managerial prerogatives include, but are not limited to, the functions and programs of the public employer, standards of services, the overall budget, utilization of technology, and the organizational structure and selection and direction of personnel. Public employers, however, are required to "meet and discuss" on any policy matters affecting wages, hours, and terms and conditions of employment upon request by public employee representatives.

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<sup>1</sup>The legislative history of Act 195 is outlined in considerable detail by Aboud (1974).

The basic criterion for determination of an appropriate bargaining unit is the existence of a "community of interest." The act also directs the Pennsylvania Labor Relations Board (PLRB) to avoid overfragmentation of bargaining units and to "take into consideration that when the Commonwealth is the employer, bargaining will be on a statewide basis unless issues involve working conditions peculiar to a governmental employee locale [our emphasis]." In the field of higher education, these provisions have been interpreted by both the PLRB and the state administration as a mandate for multi-campus bargaining units. Finally, professional employees of the state are not required to join the bargaining units of other state employees.

Act 195 was the third state-level public employee relations law to provide for a limited right to strike in the public sector. Aboud (1974) provides a detailed analysis of the legislative history of the strike provision. At least one factor appears to have been the apparent failure of the anti-strike provision in New York's Taylor Act. With the exception of certain categories of law enforcement and security personnel, most public employees have the legal right to strike after impasse procedures specified in the act have been exhausted.

#### Administrative and Judicial Interpretation of Act 195

The agency responsible for administering and interpreting Act 195 is the Pennsylvania Labor Relations Board (PLRB). The board has made several important decisions in the areas of scope and unit determination. The "management rights" provision has been the subject of at least two major unfair labor practice cases. In each case, the PLRB has ruled in

favor of management. In the first case, the teacher's union in the State College, Pennsylvania, School District charged the local school board with failure to negotiate in such areas as instructional materials, preparation time, and substitute teaching.<sup>2</sup> The PLRB found all contested areas to be nonbargainable. This case was subsequently appealed, however, and was heard by the Pennsylvania Supreme Court in January 1974. In his majority opinion, finally rendered in 1975, Justice Nix states:

When an item of dispute is an item of fundamental concern to the employees' interest in wages, hours, and other terms and conditions of employment, it is not removed as a matter subject to good faith bargaining simply because it may touch on basic policy.

It is the duty of the Board [PLRB] in the first instance, and the courts thereafter, to determine whether the impact of the issue on the interests of the employee in wages, hours, and terms and conditions of employment outweighs its probable effect on the basic policy of the system as a whole (State College Area Education Association vs. Pennsylvania Labor Relations Board, April 17, 1975).

The parties are understandably confused about the import of this decision. The consensus appears to be that the ruling establishes issue-by-issue litigation of what is actually negotiable.

In a second case pertaining to management rights, the association that represents the state college and university faculties charged the president of Indiana University with an 'unfair labor' practice for failing to employ the "meet and discuss" mechanism for making decisions on local (campus) issues. Again, the PLRB dismissed the case. In both the State College School District and Indiana University cases, the PLRB has taken the stance that professional employees, including college faculty and

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<sup>2</sup>State College, Pennsylvania, is a town in the central part of the state, not to be confused with the Pennsylvania State Colleges.

public school teachers, are subject to the same limitations on negotiability as any other public employees. The impact of the Pennsylvania Supreme Court's decision in the State College School District case remains to be seen.

In the area of bargaining unit determination, the PLRB has been generally supportive of state administration efforts to define bargaining units along the broadest possible organizational and geographic lines. The public higher education sector has experienced four unit determination cases involving multi-campus institutions. In the first two, a multi-campus community college and the state colleges and university, multi-campus units were stipulated by the PLRB following informal union-management agreements.

Two subsequent unit determination cases, however, have been heard by PLRB hearing examiners. In 1972, a group claiming to represent the faculty of The Pennsylvania State University's 18 branch campuses petitioned for recognition as a bargaining unit apart from the main campus faculty. In 1973, the faculty of the University of Pittsburgh's branch campus at Johnstown also petitioned for separate bargaining unit status. In both cases, Pennsylvania Department of Education representatives testified at length that a proliferation of separate campus bargaining units would have highly undesirable consequences for higher education coordination in the Commonwealth. In both cases, the PLRB ruled against the petitioners. To date, there are no faculty collective bargaining arrangements in Pennsylvania in which multi-campus institutions have been divided into separate bargaining units.

The PLRB has also been generally supportive of state efforts to define bargaining units along the broadest possible occupational lines.

In general, faculty bargaining units have been inclusive of most categories of nonteaching professionals, with some notable exceptions. At Temple University, the medical and dental faculties were permitted to exclude themselves from the bargaining unit, and the law faculty was awarded status as a separate bargaining unit. At the University of Pittsburgh, which has just completed unit determination hearings, the administration is seeking a broad unit which would encompass all university faculty. The union position favors a narrower unit composed of academic personnel who report to the provost's office. In the case of the Pennsylvania State Colleges and University, the state and the faculty union originally agreed to a unit which included only teaching faculty, department chairpersons, and librarians. As will be explained in a subsequent section, however, the state colleges and university faculty unit has been gradually expanded to include many categories of nonteaching professionals.

#### Legislative Review

In October 1973, primarily in response to legislative concern over the strike provision of Act 195, the Pennsylvania General Assembly appointed a joint committee to investigate the progress in public employee relations under Act 195. On the basis of testimony from a variety of state and local government and union officials, the committee concluded in late 1974 that the act was functioning adequately and that consideration of any legislative amendments would be premature. The committee felt that the incidence of strikes had not been excessive. Of the impasses that had occurred since the enactment of Act 195, only 10 percent had resulted in work stoppages ("Findings of the Special Joint

Legislative Committee" 1975, p. E-1). In the public higher education sector, faculty strikes have occurred at five of Pennsylvania's unionized institutions, all community colleges.

The testimony also indicated that most of the problems experienced with public employee relations under Act 195 were related to the complexities of administering the law, not the legal framework itself. The committee was unable to determine the fiscal impacts of Act 195, pointing out that it was impossible to isolate the increases attributable solely to collective bargaining from those caused by general economic conditions, the prevalence of previously low wages in the public sector, or continuing inflationary pressures on all wage and salary levels. With regard to the scope of bargaining, the committee determined that this issue was best left to the further development of case law in this area.

### The Posture and Role of the State Administration<sup>3</sup>

When the present state administration took office in January 1971, it was confronted with a new public employee relations law enacted under a previous administration that reportedly had made little progress toward implementing the act. The goals and problems experienced by the Shapp administration in implementing Act 195 are classified below into four basic areas: (1) developing positive relationships with public employee unions; (2) defining public employee bargaining units in the broadest possible manner; (3) centralized executive control over

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This section is presented as general background, but in the present context its relevance is confined primarily to the state colleges and university where the state administration has played a direct role in the bargaining process.

negotiations, particularly with respect to economic settlements; and (4) the problem of training approximately 10,000 managerial and supervisory personnel in contract administration.

As noted above, one of the major objectives of Act 195 was to provide a framework for a more productive relationship between the state and its employees. In addition, the Democratic Shapp administration has strong political ties with the state's labor unions, until now primarily in the private sector. The administration has therefore taken a positive stance toward the development of public employee unions. In fact, reports indicate that approximately 80 percent of Pennsylvania's 100,000 state-level public employees are now represented by collective bargaining agents.

The administration has also been concerned, however, with the prospect of dealing with an excessive number of separate employee bargaining units. As a result, the administration has pressed for bargaining units along the broadest possible organizational and occupational lines. The state has been basically successful in this endeavor, and it now deals with a total of 20 collective bargaining units represented by an even smaller number of public employee unions. The Association of Federal, State, County, and Municipal Employees (AFSCME), for example, represents approximately 65,000 employees in a number of different bargaining units. As previously noted, the state has pressed for and has been successful, thus far, in avoiding the proliferation of single campus bargaining units in the higher education sector.

The state administration has also been successful in maintaining centralized administrative control over contract negotiations,

particularly with regard to economic settlements. Although a number of operating agencies have played some role in contract negotiations, the governor's office has maintained careful control over salary and fringe packages and is moving gradually toward uniformity in this regard across the public sector.

The state administration has adopted the position that collective bargaining is an executive function. The governor has signed collective bargaining contracts at the conclusion of negotiations, thereby committing the state administration to the provisions of the contracts. Although some funds have been appropriated for the purpose of negotiated salary increases during the past two fiscal years, neither the requests nor the appropriations have been adequate for this purpose. Supplemental appropriations requested and granted after a contract has been signed have also been insufficient to cover the costs of collective bargaining agreements. As a result, many operating agencies, including the state colleges and university, have been forced to cut back in nonpersonnel areas in order to fund negotiated salary increases. Reports indicate that the approach of the state administration toward contract financing has enabled the administration to enforce economies in nonpersonnel areas in most of the public sector.

The administrative apparatus developed for conducting state public employee labor relations reflects most of the goals noted above. The lieutenant governor is the senior state official with responsibility in the area of public employee labor relations. He provides overall guidance for the state's labor relations and keeps the legislative leadership informed of progress in major public employee contracts, with a view toward minimizing the potential for legislative resistance to



agreements signed by the administration (Zervanos 1972, p. 23) The Bureau of Labor Relations in the Governor's Office of Administration has general responsibility for contract negotiations and administration of state-level employee contracts. In the case of a few independent state agencies, contracts are negotiated and administered by the agencies themselves, but the office of administration maintains close communication with these agencies, particularly with respect to economic settlements.

The state administration has attempted to maximize the expertise employed in its negotiating efforts by hiring outside attorneys and consultants as chief negotiators for almost all public employee contracts. The process of training managerial and supervisory personnel to administer collective bargaining contracts has proved to be a matter of much greater complexity. In the opinion of one senior state official, public sector managers have long been accustomed to relating to their subordinates in a "patriarchal" fashion. The requirement that managers "meet and discuss" with their employees over policy matters affecting wages, hours, and conditions of employment, has been difficult for many managers to accept. In addition, the technical requirements of collective bargaining demand a level of technical expertise previously nonexistent in most operating agencies. According to one official, the adjustment to collective bargaining at the managerial level has been the most serious problem of the state administration in the area of collective bargaining.

## THE STRUCTURE AND ORGANIZATION OF HIGHER EDUCATION IN PENNSYLVANIA

The 1971 Pennsylvania Master Plan for Higher Education defines five major sectors: 13 state colleges and Indiana University of Pennsylvania;

14 community colleges; 4 state-related universities; 121 private institutions of higher education; and a number of proprietary institutions. The present report will deal with the first four. Although more detailed descriptions of these sectors are provided in subsequent sections, the present section provides a brief profile of these sectors in order to give the reader an overview. They will be discussed here and in the rest of the report in roughly the same order as they were unionized.

The state colleges and university are former privately controlled normal schools which were converted to teachers colleges and transferred to state control in the 1920s. In 1961, the teachers colleges were converted to state colleges with a view toward expanding their size and curricula to meet the increasing demand for low-cost public higher education. These institutions experienced tremendous growth and expansion during the decade which followed. Traditionally, these institutions have been under the administrative and fiscal control of the Pennsylvania Department of Education (formerly the Department of Public Instruction). The late 1960s, however, witnessed a move to establish a central coordinating board with responsibility for general policy and greater administrative and fiscal autonomy at the campus level. As explained below, the implementation of this plan has been preempted in large part by the adoption of collective bargaining, and the Department of Education retains a substantial level of control over these institutions. Under these circumstances, the individual boards of trustees continue to play a minimal role in the governance of these institutions.

Another response to the increased demand for public higher education in the 1960s was the development of Pennsylvania's first public community colleges, fourteen of which were established between 1964 and 1971.

Although there are many proponents of additional growth in this area, the further expansion of the community college sector has been delayed by the present economic situation in the state as well as the prospect of leveling enrollments. The community colleges are governed by local independent or school district boards. They are financed on a fairly standard formula basis: approximately one-third state funds, one-third local funds, and one-third tuition. The trend in recent years, however, has been toward a higher proportion of state funds, with a decrease in the proportion provided through tuition. These institutions have primarily local missions and are therefore governed at the local level.

Pennsylvania also has four state-related universities. Three of these are comprehensive universities. The Pennsylvania State University is a land-grant university with financial ties to the state dating back to 1855. The University of Pittsburgh and Temple University are former private universities which, for financial reasons, sought state-related status in the mid-1960s. Each of these institutions receives between 30 and 40 percent of their annual income from state appropriations, and their independently incorporated boards include three to four state officials, ex officio, as well as a small number of gubernatorial appointees. The fourth state-related university, Lincoln University, is a former private, predominantly black liberal arts college.

As with most northeastern states, Pennsylvania's 121 two- and four-year private institutions dominated the state's higher education system until the 1960s. Indeed, Pennsylvania has long been far behind the majority of the American states with regard to per capita investments in public higher education. Although the 1967 Master Plan for Higher Education focused on the development of public higher education, the

1971 Master Plan reemphasized the private sector as a major component of the state's higher education system. Reflecting traditional political support for private higher education, as well as a penchant for efficient use of resources, there are 12 institutions in the private sector that receive annual state appropriations for specialized purposes, i.e., medical schools and specialized technical programs. These "state-aided" institutions are accountable to the state only for that portion of their budget supported by state appropriations.

The state-level agencies responsible for the planning and development of Pennsylvania's system of higher education include the State Board of Education, the Council of Higher Education within the board, the secretary of education, the Department of Education, and the Office of Higher Education within the department.

The Board of Education, which replaced the State Council on Education in 1963, is probably best described as a "policy board." Its 17 members are appointed by the governor and confirmed by the state senate for six-year terms and serve without pay. Nine members comprise the Council of Basic Education; nine, the Council of Higher Education; the chairperson of the board is a member of both councils. The chairperson of the board and the chairperson of each council are designated by the governor. The board has the power and duty to review and adopt broad policies and principles in establishing standards governing the educational program of the Commonwealth upon recommendations of its councils. The Department of Education provides administrative services for the board. The commissioner for higher education serves as the staff executive for the Council of Higher Education. The secretary of education is the chief executive officer of the board (Pennsylvania Manual 1974).

The secretary of education, appointed by the governor for a four-year term, is the chief executive officer of the Department of Education. The secretary serves as a member or official of various boards, commissions, authorities, and councils in the area of public education. The present secretary, John C. Pittenger, views his role as a representative of Pennsylvania education vis-à-vis the legislature, the governor, and other external agencies at the state and federal level. The executive deputy secretary is responsible for the overall administration of educational affairs in the Commonwealth (Pennsylvania Manual 1974).

The Office of Higher Education within the Pennsylvania Department of Education, coordinates the department's activities in providing leadership and service to all segments of higher education; developing programs in teacher education; conducting studies of programs and services of colleges and universities; reviewing and processing budgets for state, state-related, and state-aided colleges and universities; implementing the Master Plan for Higher Education; providing services for independent colleges and for proprietary schools that grant associate degrees; performing long-range planning for higher education and developing evaluation instruments for higher education (Pennsylvania Manual 1974).

## OVERVIEW OF FACULTY COLLECTIVE BARGAINING ACTIVITY IN PENNSYLVANIA

Although unionization of the faculty at a small number of the community colleges predates the adoption of collective bargaining in the state colleges and university, Pennsylvania's first large-scale experience with faculty collective bargaining occurred in the 14 state-owned colleges and university. The state colleges and university faculty elected an NEA

affiliate to represent them in a single, systemwide bargaining unit in October 1971. Their first contract was implemented in September 1972 and a second, of indeterminate length, was signed in September 1974. The Department of Education has played the major role on the management side of the collective bargaining relationship.

Since the unionization of the faculty at the Community College of Philadelphia in 1970, 10 of Pennsylvania's 14 community colleges have adopted collective bargaining. The faculties of the community colleges bargain separately with their respective governing boards who, in turn, are responsible for insuring the financing and implementation of the agreements. Although the state administration formally supports the notion that the community colleges have local missions and should therefore be governed locally, the secretary of education has not ruled out the possibility of a single community college bargaining unit within the next decade.<sup>4</sup>

Among the state-related universities, Lincoln University was the first to hold an election (October 1972) and the first to reach a collective bargaining agreement. The Temple faculty elected the AAUP in a runoff against the AFT in December 1972 and finally ratified its first contract in September 1974. Although there were organizing efforts at the branch campuses of the University of Pittsburgh and Penn State during 1972 and 1973, organizing activity on a university-wide basis has developed more slowly. Following the submission of signature cards by an AFT affiliate, the University of Pittsburgh held hearings on a

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<sup>4</sup>Testimony during the hearings on The Pennsylvania State University branch campus faculty petition for bargaining unit recognition, October 26, 1972.

university-wide faculty bargaining unit during the 1974-75 academic year. At this writing, the parties are awaiting a unit decision from the PLRB. A PSEA affiliate at The Pennsylvania State University submitted a petition for an election in September 1975. It is unlikely that a unit decision can be made before Spring 1976.

Among Pennsylvania's 121 private colleges and universities, only 8 have held collective bargaining elections; 5 of these have rejected unionization. Moore College of Art, Robert Morris College, and the University of Scranton are now under contract. Formal bargaining also takes place at Elizabethtown College without a certification, and a number of private institutions report "informal" bargaining with their faculties.

SECTION II/INSTITUTIONAL REPORTS



## THE STATE COLLEGES AND UNIVERSITY<sup>5</sup>

### BACKGROUND

The 13 Pennsylvania State Colleges and Indiana University are former privately owned normal schools. All but one of them was established before 1900. Between 1913 and 1932 the state assumed sole ownership of these institutions and converted each of them into teaching colleges with the power to confer the baccalaureate degree (Sack 1963, pp. 525-46).

Although state teachers colleges across the nation absorbed a portion of the post-World War II enrollment growth in higher education, their potential as vehicles for the expansion and upgrading of public postsecondary educational opportunity was not widely recognized until the late 1950s (Harclerod, Sagen, and Molen 1969, pp. 30-32). Like many northeastern states, Pennsylvania had a well-developed and politically supported private higher education sector which precluded significant expansion of public higher education during this period.

In March 1961, however, the Governor's Committee on Higher Education concluded that Pennsylvania's system of higher education was inadequate to the task of meeting the post-Sputnik demand for postsecondary education. The committee further concluded that the state teacher

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<sup>5</sup>Mark D. Johnson's significant contribution to the present section requires special acknowledgment. Much of what appears in this section will receive greater elaboration in his dissertation on state-institutional governance relationships under faculty collective bargaining in the Pennsylvania State Colleges and University.

colleges were the best existing base for meeting these demands and that the colleges should be converted "immediately" to multi-purpose institutions. The committee's recommendations were embodied in Act 552 of September 1961, which changed the names of the institutions to state colleges and expanded their formal missions to include the arts and sciences.

The 1960s was a decade of rapid growth and development for the Pennsylvania State Colleges. In 1966, Indiana State College, the largest of the group, was given university status with authority to award the doctorate. The arts and sciences developed rapidly in all 14 institutions, and master's degree programs were introduced in arts, sciences, and several professional areas.

The rapid expansion of the 1960s, as well as the tremendous expense involved, had significant implications for both the external and internal governance of the state colleges and university. Externally, two separate studies commissioned by the Board of Education in the mid-1960s concluded that there were two major problems in the state college system: (1) a lack of central coordination and planning and (2) excessive state-level administrative and fiscal controls over the colleges, such that it was "virtually impossible" for the colleges to exercise "even a minimum of institutional autonomy over matters of program development, personnel recruitment, or matters of broad administration." (Academy for Educational Development 1965, pp. 17, 23-27, and 57-59; McGrath 1965, pp. 3-5).

The Board of Education's 1967 Master Plan for Higher Education in Pennsylvania reflected the above-mentioned concerns over both state policy coordination and administrative autonomy at the institutional level (pp. 32-34). The board's recommendations resulted in the enactment

of "The State College Autonomy Act" (Act 13) in 1970. Act 13 provided for a state Board of State College and University Directors "to establish broad fiscal, personnel, and educational policies under which the State Colleges shall operate." In addition, the act stipulated that the state college presidents should have primary responsibility for administering the institutions "subject to the stated authority of the Board of State College and University Directors and the college boards of trustees." This, then, was the state setting in which the colleges entered the era of faculty collective bargaining in 1971.

Like most former state teachers colleges across the nation, the internal governance of the Pennsylvania State Colleges and University was characterized by a high level of centralization and administrative dominance. Many of the presidents still in office in the mid-1960s had run their institutions for years in an autocratic and paternalistic fashion, with few complaints from the faculty. There were few formal provisions for faculty participation in decision making.

The second half of the 1960s, however, witnessed a large influx of new arts and science faculty into the system and an almost complete turnover in the leadership of the institutions. Local faculty organizations began to express an interest in participating in governance, and many of the new presidents encouraged the formation of faculty senates. Significant faculty influence, however, was slow in coming, and the more radical contingents among the college faculties viewed the administration-sponsored senates with suspicion.

In the fall of 1971, the Center for the Study of Higher Education at The Pennsylvania State University conducted a survey of faculty and

administrators at three of the state colleges in order to determine the nature of faculty-administration authority relationships at these institutions. The report characterized the three colleges as "bureaucratic collegiums," where faculty were consulted on some matters but "decisive authority resided primarily with the administrations" (Gunne 1974, p. 192). Nevertheless, the study also indicated clear evidence of an increase in faculty participation in the late 1960s and a movement away from total administrative dominance. (pp. 210-14).

An additional finding of the 1971 study, of particular interest in the present context, was a degree of variation in the level of faculty participation in governance among the state colleges (p. 212). As will be seen in subsequent sections of this report, this variation is further reflected in the manner in which the individual colleges have adapted to collective bargaining.

## ORGANIZING CAMPAIGN, UNIT DETERMINATION, AND NEGOTIATIONS

The enactment of the "State College Autonomy Act" in February 1970 and the growth of faculty participation in internal governance in the late 1960s might appear, at first glance, to have alleviated some of the problems typically associated with faculty unionization. It is important to remember, however, that the statewide and institutional governance patterns which prevailed until the mid-1960s had become firmly entrenched over a period of many years. Significant changes had yet to occur and would probably be years in the making. Hence, if Act 13 and the modest increases in faculty participation had any impact on the

faculty's decision to unionize, that impact was probably one of rising but unfulfilled expectations.

This line of argument is supported by the ease with which signature cards were collected from the state college and university faculties in the fall of 1970, immediately following the passage of Act 195. The card-signing campaign was conducted by the Association of Pennsylvania State College and University Faculties (APSCUF) in affiliation with the Pennsylvania Association of Higher Education (PAHE), the higher education component of the Pennsylvania State Education Association (PSEA). In January 1971, APSCUF/PAHE, with signature cards in hand, forwarded a petition for an election to the Pennsylvania Labor Relations Board (PLRB).

#### Determining the Appropriate Unit

As previously mentioned, the agency responsible for the state's public employee relations, following the passage of Act 195, was the Bureau of Labor Relations in the Governor's Office of Administration. The PLRB encouraged the office to work out the details of bargaining unit arrangements on an informal basis whenever possible. Hence, discussions on the faculty unit question ensued between the office of administration and APSCUF/PAHE in early 1971. The American Association of University Professors (AAUP) and the American Federation of Teachers (AFT) joined these discussions as intervening petitioners. In addition, representatives of the Department of Education and at least one college president participated.

Apparently, the petitioning organizations never contested the state administration's position that the Commonwealth should serve as the

employer in the collective bargaining relationship and that there would be a single faculty unit encompassing all 13 State Colleges and Pennsylvania University. The Board of State College and University Directors and the college and university presidents appear to have had little say in the matter.<sup>6</sup>

The major issue in the unit discussions was the status of department chairpersons. The college presidents, in particular, were strongly opposed to the inclusion of chairpersons in the unit. The state administration, however, was not eager to do battle with the unions over this matter. Through the intervention of the lieutenant governor, an agreement was finally reached whereby teaching faculty, librarians, and department chairpersons would be included in the unit, but other professional employers (primarily in student personnel) would be left out.<sup>7</sup>

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<sup>6</sup>During the negotiations for the first contract, APSCUF/PAHE filed an unfair labor practice charge against the state for refusing to leave room within the framework of the master agreement for campus negotiations on issues which were not considered statewide in nature. It was disclosed at that time that the state administration had agreed in the spring of 1971 to honor a request to this effect from the Board of Presidents and APSCUF/PAHE. Apparently, however, the presidents were later persuaded that this would be an undesirable arrangement, and the PLRB dismissed the APSCUF/PAHE charge on the grounds that APSCUF/PAHE did not have the legal status in spring 1971 to enter into a binding agreement with the state (PLRB vs. The Commonwealth of Pennsylvania, January 1973).

<sup>7</sup>In September 1971, however, APSCUF/PAHE requested that the Commonwealth join in a petition for the election of a bargaining representative for a separate unit of nonteaching professionals. Following the Commonwealth's refusal, APSCUF/PAHE turned to the PLRB and was later successful in gaining recognition as the representative of this second unit (Unit II). Unit II was ultimately covered under the second (1974) faculty contract, although with different rank and pay scales. In March 1975, the PLRB agreed to allow several categories of Unit II personnel to transfer to faculty status, thereby substantially reducing the size of the nonteaching professional group.

### The Election Campaign

The bargaining agent election campaign conducted on the state college and university campuses in the spring and summer of 1971 was clearly a contest among rival organizations, not between unionization and the status quo. Although the AAUP had substantial support on a few campuses, APSCUF/PAHE was better organized and financed and had a history of support for faculty interests in the state colleges and university. The AFT and no representative campaigns were insignificant on most campuses.

Virtually all the campus administrators interviewed indicated that they had maintained a low profile during the campaign. Most felt that unionization was inevitable. Many felt that state administration support for public employee organization precluded administrative resistance to collective bargaining at the campus level. Some were unsure of the legality of administrative resistance. One president has publicly suggested that campus administrators simply did not have the legal background required to initiate a timely and effective campaign against collective bargaining (Gemmell 1975, p. 5).

APSCUF/PAHE won the election conducted in October 1971, with 55.5 percent of the 3,618 votes cast. The AAUP was second with 35.4 percent; the AFT and no representative options drew a combined total of 9.1 percent of the vote (Lozier and Mortimer 1974, p. 4).

Separate preelection and postelection surveys of the state college and university faculties indicate that the election campaign itself had little effect on the election results. While those who voted for the AAUP, AFT, and APSCUF/PAHE, respectively, had slightly different

perceptions of the issues at stake (primarily economic concerns vs. faculty participation in governance), the primary issue was the ability of the prospective bargaining agent to represent faculty economic and policy interests in the state capital. The postelection survey found that the second most important issue was the state government's lack of responsiveness to the needs of the state colleges and their faculties. The need for shared decision making at the campus level ranked third, followed by institutional board and presidential lack of authority to respond to faculty needs and welfare. Voters expressed least concern over campus administrative domination and lack of responsiveness to faculty interests (Flango 1975, p. 164; Lozier and Mortimer 1974, pp. 99 and 105).<sup>8</sup>

The APSCUF/PAHE victory may be attributed, in large part, to the concerns of the faculty about policy decisions made at the state level. Eighty-seven percent of the entire postelection sample of voters viewed APSCUF/PAHE as the organization with the greatest lobbying potential in the state capital (Lozier and Mortimer 1974, p. 98). Interview data collected since the 1971 survey would suggest that APSCUF/PAHE's campaign organization, financing, and historical advantage also contributed to its victory.

#### Negotiations: The First and Second Contracts

Negotiations for the first contract began in November 1971, approximately one month after the election. The management team, organizationally

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<sup>8</sup> Both of these studies contain a great deal more detailed information about voter perceptions and behavior than is reported here.



based in the Governor's Office of Administration, consisted of a private attorney selected by the governor as chief negotiator, the assistant commissioner for higher education, two state college vice presidents, the Department of Education's director of personnel, and staff representatives of the Bureau of Personnel and the Bureau of Labor Relations from the Governor's Office of Administration. The APSCUF/PAHE team consisted of an NEA staff member (Martin J. Morand, soon to become APSCUF/PAHE's executive director), a PSEA attorney, the director of higher education of PSEA, and a professor from each of four different state colleges.

On the management side, the team was reportedly dominated by labor relations professionals with minimal state college experience, whose primary interests lay outside the field of education. A new secretary of education, appointed almost two months after bargaining had begun, adopted a hands-off policy toward the negotiations (Hornbeck 1974, p. 11). Although the two college vice presidents served as liaisons with the Board of Presidents, neither they nor the presidents appear to have had much influence. The State College and University Board of Directors appointed an ad hoc committee to follow the progress of the negotiations, but they were apparently unable to penetrate the shield of confidentiality surrounding management's deliberations.

APSCUF/PAHE had yet to establish its own staff organization, and the lines of communication with the campuses were modest, at best. The four faculty members on the team undoubtedly consulted with their peers from time to time, but this form of interaction was limited by their extended absences from campus and the concern for confidentiality on the faculty side of the table.

The contract that emerged in the summer of 1972 was relatively comprehensive. In addition to a highly favorable salary and fringe settlement,<sup>9</sup> the contract included a grievance procedure culminating in binding arbitration; policies and procedures for faculty participation in the areas of promotion, tenure, and merit; and work load specifications for teaching faculty.

In the area of governance, there were several important provisions. In addition to a management rights clause, the contract provided for a campus-level "meet and discuss" arrangement, as stipulated in Act 195. The Commonwealth also agreed to meet and discuss on policy changes that might lead to retrenchment with the central APSCUF/PAHE organization. Another provision specified the duties of department chairpersons who, as bargaining unit members, could no longer be considered "management." Provision was also made for a faculty curriculum committee on each campus, but the roles of campus senates were implicitly left to local determination.

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<sup>9</sup>The major components of the economic package were salary increases and a health insurance package funded fully by the state. The impact of the two-year salary agreement may be illustrated by comparing state college and university faculty salaries with those of the Pennsylvania state-related universities for the years 1971-72 and 1973-74. In 1971-72 the average salaries for state college faculty on nine-month contracts was \$13,081; for the universities, \$13,257. By 1973-74, the state college figure had jumped to \$17,056, leaving the universities far behind at \$14,176 (Our Colleges and Universities Today (1971-72) and (1973-74).) Interestingly, the state college increases were not out of line with state administration projections (and actual settlements) for the entire public sector during that period, but the first faculty contract is usually credited with the escalation of Pennsylvania state college and university faculty salaries to the highest ranks in the nation. (See the Chronicle of Higher Education, June 9, 1975.)

The two-year contract became effective in September 1972. While the negotiations had been conducted primarily by the Governor's Office of Administration, the Department of Education was given primary responsibility for administering the contract. As will be explained in greater detail in a later section, the department initially adopted a strict "constructionist" posture toward the collective bargaining relationship. That is, if any basis could be found in the contract for denying a union grievance, that basis was asserted and the grievance denied. Contract administration was entrusted primarily to the department's personnel and labor relations staffs, and the department's top management had little contact with APSCUF/PAHE during the first year (Hornbeck 1974, p. 11).

APSCUF/PAHE countered management's posture by appealing many of the department's grievance decisions to binding arbitration. By summer 1973, the department's leadership realized that the majority of the first year's arbitration awards had resulted in reversals of management decisions (Hornbeck 1974, p. 12). It became clear at that point that the department needed to reassess its posture toward the collective bargaining relationship. In addition, the department's new leadership was currently reviewing the department's goals for higher education, and APSCUF/PAHE now appeared to have some potential as a participant in that enterprise.

One of the first outcomes of the department's reassessment was a decision that the department's top management had to become intimately involved in the negotiations for the second contract. Toward this end, the secretary persuaded the governor to appoint a management consultant, already under contract with the department, to serve as chief negotiator

for the second round of negotiations. In addition, the secretary asked the deputy secretary to create a Labor Policy Committee to oversee preparations for the negotiations.

The Labor Policy Committee, under the personal direction of the deputy secretary, spent five months (September 1973 to January 1974) preparing a contract proposal which was placed on the table at the first formal negotiations session in early February 1974. One of the college presidents served as liaison between the committee and the Board of Presidents, and there was a systematic effort to solicit input from the campuses. The evidence would suggest, however, that the contract proposal which emerged from the committee's deliberations was primarily a departmental document.

On the faculty side, APSCUF/PAHE solicited campus input via an elaborate system of committees and campus delegates. There was also an "enterprise" (800) telephone number available for individual faculty members to call in their suggestions. It is evident, however, that faculty preparations, for the most part, were conducted in a highly centralized fashion. Once again, the concern for confidentiality precluded active interaction between the central APSCUF/PAHE organization and the campuses.

The tone of the second round of negotiations was established in November 1973, when the two state-level parties began to meet periodically on an informal basis. It was decided during this period to minimize the adversarial nature of the bargaining process and to focus on resolving problems of mutual concern. When the teams began formal negotiations in February 1974, it was clear that the second contract would be a joint endeavor of the central leadership of APSCUF/PAHE and

the Department of Education. The governor's office participated in the negotiations, but its involvement was confined primarily to economic matters.

The tentative agreement reached in July 1974 reflected a mutual pre-disposition toward compromise. APSCUF/PAHE agreed to a relatively low 4 percent salary increase for the first year, with an annual salary re-opener. The reopener agreement contained a provision for binding arbitration in which the arbitrator would be instructed to consider subsequent salary settlements with other public employee unions. In exchange, the Commonwealth agreed to delay any retrenchment actions through 1975-76.

The provisions relating to governance reflected the department's interest in containing the scope of the contract as well as recognition of the potential utility of increased APSCUF/PAHE participation in and support for decisions made between contract negotiations. Instead of introducing increasingly detailed policy and procedural provisions into the contract, they agreed to a statewide meet and discuss arrangement similar to that previously established at the campus level. Significantly, the college presidents were not to be involved in this arrangement. In addition, provision was made for a series of state-level "contract committees" which would develop detailed provisions for statewide guidelines in the areas of promotion, tenure, and faculty evaluation. Finally, a flexible "term of agreement" provision gave the contract a potential life span of five years.<sup>10</sup>

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<sup>10</sup>The second contract has a number of additional provisions that will be discussed in subsequent sections of this report. Most noteworthy among these are a "distinguished teaching awards" program to replace the traditional merit system, a provision for compensating faculty for independent study, and a provision equating laboratory sections with lectures for purposes of work load credit.

## CONTRACT ADMINISTRATION ON THE CAMPUSES

A labor contract has a legal status that differs from that of other contracts which, in most cases, are binding and final. The bargaining agreement is not so tight. It comes to be understood in the process of administering and living with it.

--A Pennsylvania State College President  
(Gemmell 1975, p. 7)

While APSCUF/PAHE and the Department of Education adjusted to their new roles in the state capital, their campus counterparts also confronted the task of adapting to the new relationship. All of the colleges operate under a common contractual framework, but the manner in which they have adapted to this framework has been marked by a considerable degree of variation.

This variation may be attributed to at least two factors. First, as suggested by the above quotation, the collective bargaining agreement provides only broad, often ambiguous guidelines for implementation. Second, as noted in an earlier section, campus faculty-administration relationships during the late 1960s were already marked by a moderate level of variation. For some campuses, then, the contract represented a continuation, and perhaps a formalization, of a cooperative process which was already underway. For others, the new legal "partnership" between the faculty and administration generated considerable trauma.

All of the colleges, however, shared at least one problem. They were all ill prepared for the technical process of contract administration. The period immediately following the ratification of the first contract in September 1972 was marked by confusion across the system.

Perhaps the best way to describe the manner in which the colleges proceeded is to examine the three basic elements of contract administration: administrative organization, the meet and discuss arrangement, and the grievance process.

Administrative Organization for Contract Administration. Although there was at least one statewide seminar on contract administration prior to the ratification of the first contract, most campus administrators report little guidance from the state on how to implement the contract. On most campuses, a vice president or personnel director with little previous experience in labor relations was designated as the faculty "labor relations coordinator." At four of the colleges, an administrator with previous legal training and/or labor relations experience was selected for this position. One college ultimately brought in a former local APSCUF/PAHE leader to perform this role. The nature and level of the coordinators' responsibilities, however, varied with their administrative ranks and the level of presidential involvement in contract matters. On some campuses, the coordinator was primarily responsible for communication with the Department of Education, while the college president or a vice president personally supervised contract administration at the campus level.

Many administrators feel that the local faculty associations were initially much better prepared and advised on contract matters by their central organization than were the administrators themselves. Certainly the faculty faced far fewer problems making the adjustment from past practice, for most of them had not previously been involved in the management of their institutions. At one college, however, the president,

perceiving the need for administrative leadership in making the transition to collective bargaining, unilaterally appointed an administrative committee to perform that function. The local faculty association immediately rebelled, prompting intervention from the Department of Education and APSCUF/PAHE. The outcome of this incident was a directive from the state that contract administration should be a joint endeavor of the college administration and the local faculty association via the meet and discuss mechanism.

Meet and Discuss. The meet and discuss arrangement provided for in the contract had developed into the major forum for campus contract interpretation and implementation. Because of its importance, the meet and discuss process is described below in some detail. Specifically, the paragraphs which follow outline the various approaches of campus administrators and local faculty associations to the meet and discuss arrangement, the scope of meet and discuss activity on the various campuses, and recent trends.

The approach taken by most of the college presidents during the first year of contract administration, not unlike that of the Department of Education, was to confine the collective bargaining relationship to matters which were spelled out in the contract.

Only four of the presidents initially attended the meet and discuss sessions with any regularity. Most campuses scrupulously avoided a "meet and decide" arrangement whereby local faculty associations might further encroach on the decision-making prerogatives of the presidents. Only one president reported a willingness from the beginning to utilize meet and discuss as a mechanism for joint agreements on campus issues.



Meet and discuss teams on the management side were typically chaired by a vice president or special assistant to the president who consulted closely with the president, conferred with the faculty team, and reported back to the president before responding to the faculty's concerns. The management teams varied in size from one to eight members, with no consistent patterns in their make-up. Academic and administrative vice presidents were involved in the majority of cases, but attendance by administrative and academic deans, business managers, personnel directors, and others varied from campus to campus. While formal and/or informal team consultation with nonparticipating managers was reported on most campuses, many nonparticipants report minimal input. In fact, the management approach to meet and discuss appears to have involved a high level of administrative centralization.

On the faculty side, at least half of the local faculty associations claimed from the start that meet and discuss should be a forum for making joint decisions on campus issues.<sup>11</sup> Many felt the absence of the college president precluded the desired outcome. The faculty also believed no limits should be set on the scope of issues treated in meet and discuss.

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<sup>11</sup>One local faculty association filed an unfair labor practice charge, via the central APSCUF/PAHE organization, claiming that the campus administration had improperly refused to confer with them "in good faith" over the nonreplacement of faculty who were on sabbatical. The PLRB concluded that the "meet and discuss" provision of Act 195 does not "oblige" the employer to "confer in good faith" on matters which were defined by the act as "management prerogatives." As indicated by the brief submitted by APSCUF/PAHE subsequent to the order of dismissal, the faculty union considered the PLRB action to be a serious legal setback for meet and discuss (PLRB vs. Commonwealth of Pennsylvania [Indiana University], January 31, 1975).

Many of the early (1972 to 1974) local faculty association leaders maintained a militant posture toward their campus administrations. Respondents on nine of the campuses reported a highly adversarial tone in the meet and discuss sessions of the first year. It is difficult to gauge the extent to which the early posture of faculty association leaders was representative of rank-and-file faculty attitudes. The evidence does suggest, however, that the early (and probably present) local union organizations comprise a very small proportion of the college faculties. Although most local faculty associations report efforts to communicate with rank-and-file faculty, the evidence suggests that the level of participation has been low. Hence, it seems reasonable to conclude that faculty meet and discuss activity has been conducted by a relatively small and somewhat closed group on most campuses.

As already noted, the scope and nature of meet and discuss activity has been a major source of contention between the campus parties. Probably the most important factor influencing the scope of activity, however, has been the perception--particularly among campus administrators--that most important decisions are now made at the state level. Indeed, many administrators report that a major reason for refusing to make decisions in meet and discuss is the lack of decision-making authority at the campus level. The majority of respondents on both sides report that campus initiative under systemwide collective bargaining is confined to interpreting and implementing the contract. On a few campuses respondents indicate that the scope of "discussion" in meet and discuss has always been fairly broad, but that matters requiring decisions must often be referred to the state-level parties.

While exceptions have been noted, the above portrait of meet and discuss during the first year or two appears to be broadly representative of the early experience on most campuses. The same cannot be said, however, of the recent past. Particularly on campuses where faculty-administration governance relationships were developing prior to collective bargaining, there appears to have been a major effort to build meet and discuss into a forum for consultation on a broad spectrum of local issues--in part, as an attempt to stem the increasing flow of decision making off campus.

The meet and discuss arrangement has clearly taken on increasing importance at many of the colleges. Six of the college presidents now participate on a regular basis and three others attend periodically. The scope of activity has expanded well beyond the scope of the contract to include such matters as budgets, academic calendars, continuing education, and summer school. Respondents at most of the colleges now characterize meet and discuss as a moderately to very important arena for faculty-administration interaction. Two of the colleges appear to place greater emphasis on "informal" relationships. Administrators at another two colleges, however, continue to view meet and discuss as a "waste of time" because all important decisions are made at the state level. At one of these colleges virtually every major local issue has resulted in a faculty grievance, none of which have been resolved at the campus level.

The Grievance Process. As suggested by the last sentence, the incidence, level, and nature of grievance activity in the state colleges and university provides a great deal of insight into the manner in which

the colleges have adapted to both internal and external relationships under collective bargaining. Some colleges have gradually moved toward resolving faculty complaints in an informal manner at the local level, while others continue to pursue formal grievances to the state level and, in many cases, even to binding arbitration. A precise analysis of such patterns is rendered infeasible by the striking dearth of detailed grievance records at the college level. It is possible, however, by combining interview data with the records which are available, to produce a reasonably accurate picture.

The grievance procedure outlined in the first (1972) faculty contract covered violations of both the contract and all other state and college regulations and practices relating to wages, hours, and conditions of employment. The grievant was required to initiate his complaint orally and informally at the lowest administrative level possessing the authority to dispose of it (typically a dean or director). Failing satisfaction, the grievant could then proceed with a series of written appeals, first to the dean or director, then to the president, the secretary of education, and, ultimately, to binding arbitration. Because the written appeal to the dean or director proved to be meaningless, the second (1974) contract eliminated that step, but the process otherwise remains intact.

In the early days of the contract, there was a rush of faculty grievances. In most cases the grievances were related to the process, not the substance, of management decisions. For example, nonpromotion decisions were contested by the union only when management failed to comply with the procedural requirements of the contract. There were

many cases of this sort because most campus administrators were unfamiliar with the procedural rigors of a collective bargaining agreement. Many of these grievances were appealed to the Department of Education which reviewed the cases in a somewhat cursory fashion and generally supported the decisions of the college presidents (Hornbeck 1974, p. 11). Most of the grievances subsequently appealed to arbitration during the first year resulted in union victories. As several faculty respondents have indicated, the faculty union used the grievance procedure to convince both state and campus managers that "a contract is a contract."

The experience with the grievance process, however, has by no means been uniform across the campuses. According to campus estimates, the number of written grievances initiated at each college between 1972 and 1975 ranges from approximately 10 to 35. According to Department of Education figures, the number of presidential grievance decisions appealed to the secretary of education between July 1972 and November 1974 ranges from 2 to 18. Five colleges report no grievances appealed to arbitration, while one reports as many as 10.

The incidence of grievances at each college is not a totally accurate reflection of the collective bargaining relationships on the respective campuses, for in many cases grievances have originated from a relatively small number of individuals. At one college, six of the grievances ultimately appealed to arbitration were submitted by a single faculty member. Nevertheless, the incidence of grievances says much about the approaches of the campus administration and the local faculty association.

While it has already been reported that one college felt compelled to forward all grievances to the Department of Education, many of the colleges have considered it desirable to move toward informal resolution of faculty complaints at the local level. The central APSCUF/PAHE organization maintains tight control over which grievances go to arbitration and encourages resolution of grievances on the campuses. The Department of Education, particularly after the first year, has adopted a similar posture, hoping to avoid the development of binding precedents.<sup>12</sup> The strong internal logic and state pressures for local resolution of grievances is now such that colleges which continue to push grievances off-campus probably have serious internal problems.

### COLLEGE AND UNIVERSITY GOVERNANCE UNDER COLLECTIVE BARGAINING

Contract administration and college governance under collective bargaining are not easily separated. The distinction is useful, however, because it focuses attention on the extent to which collective bargaining has influenced the behavior and relationships among campus constituencies above and beyond the formal procedural requirements of the contract. The purpose of this section is to examine the governance roles of local APSCUF organizations, college senates, administrators, trustees, students,

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<sup>12</sup>In order to minimize the number of precedents introduced through the grievance process, the department pressed (successfully) for the inclusion of a clause in the second contract which stipulated that no grievance decision would have system wide implications unless it was made at the departmental or arbitration level.

and nonfaculty personnel since the adoption of faculty collective bargaining in 1971.

### The Local APSCUF Organizations

Probably the most significant consequence of collective bargaining for campus governance has been increased formal faculty influence over campus decisions, achieved largely through the local APSCUF faculty organizations:

The local APSCUF organization is typically run by an executive committee consisting of at least a president, vice president, treasurer, and secretary, elected by the local membership. In most cases the executive committee also includes some or all of the following elected officers: the immediate past president, a president-elect, a negotiations chairperson, a grievance chairperson, and the local delegates to the state APSCUF Legislative Assembly. The local APSCUF meet and discuss team may be comprised solely of executive committee officers or may include additional elected members. In addition, the APSCUF organization usually includes at least two other committees: a grievance committee and a negotiations committee, the latter for the purpose of providing local input about contract negotiations to the state organization.

As already noted, the meet and discuss arrangement and the grievance process have been major avenues for local APSCUF influence over campus affairs. The influence of these organizations, however, extends beyond their formal contractual role. Both the first and second contracts have provided for college committees on promotion, tenure, merit, and sabbaticals to be selected by and from among the faculty. While committee representation is typically on a departmental and/or divisional

or school basis, the local APSCUF organizations usually supervise the elections and oversee the implementation of the procedural requirements outlined in the contract.

Most colleges also have a myriad of additional college wide committees not specified in the collective bargaining agreement, ranging in purpose from commencement planning to affirmative action, research policy, student personnel policies, and many more. Local APSCUF involvement in these committees varies. In some cases committee members are elected directly by the school or departmental faculties. In others, the college president consults with APSCUF before appointing faculty members to college-wide committees. In some cases the administration simply asks APSCUF to designate faculty representatives for each committee.

During the early period of collective bargaining, administrators on some campuses failed, either inadvertently or otherwise, to recognize the role of the local APSCUF organizations as the primary representative bodies of the faculty. Indeed, some administrators made no distinction between APSCUF and the faculty as a whole. In such cases faculty representation on college-wide committees was determined and implemented without APSCUF involvement. In the spring of 1973, for example, the Department of Education directed each college president to create a campus planning commission to develop an institutional master plan. Several presidents conferred with their local APSCUF organizations in determining the level and nature of faculty representation on these commissions. Others, however, appointed faculty members to the commissions without regard for APSCUF involvement or representation.



In the months that followed, the state level APSCUF organization expressed increasing concern for the lack of formal APSCUF representation in both state and campus planning efforts, which might have significant implications for the conditions of faculty employment and perhaps even faculty job security. This was the period (summer-fall 1973) during which the Department of Education was reshaping its posture toward the state collective bargaining relationship. One of the department's first major steps toward rapprochement with APSCUF was an agreement, in November 1973, that APSCUF would be granted formal representation on planning commissions at both the state and campus levels. The evidence suggests that this action represented the first systemwide effort to insure that APSCUF had formal input into the selection of faculty representatives on a college-wide committee.<sup>13</sup>

A similar development occurred in the fall of 1974, when the Department of Education agreed to direct each president to provide for APSCUF representation on college-wide budget committees. Some of the colleges already had such representation, and a few of these were already designated by local APSCUF organizations. At other colleges, however, this directive represented another threat to the shrinking arena of "management prerogatives," and administrators delayed implementation in the hope of finding a more palatable alternative. On one campus, for example, the

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<sup>13</sup>As already suggested, this state agreement had little impact on campus planning arrangements where local APSCUF organizations had already been consulted. On other campuses, however, the agreement resulted in the reconstitution of college planning commissions, causing considerable delays and a loss of momentum in the planning process.

administration proposed faculty representation on divisional and/or school budget committees instead of the college committee. It is likely, however, that most if not all of the colleges have now acquiesced to the original directive.

With or without local administrative cooperation, then, the local APSCUF organizations have expanded their spheres of influence to include many areas of college management. While it is still difficult in some cases to distinguish between faculty participation and APSCUF participation, per se, it is probably accurate to say that APSCUF has been highly instrumental in setting the stage for increasing the level of faculty influence in most campus decisions.

Some administrators believe that responsible APSCUF involvement in decision making has led to greater local APSCUF understanding and commitment to institutional concerns. Their perception is that the leaders of the APSCUF locals are developing a quasi-management perspective. This perception is difficult to document and, indeed, probably represents an oversimplification. Nevertheless, it points out another major issue with regard to the nature and role of the local APSCUF organizations: that is, the extent to which the APSCUF locals are broadly representative of their faculty constituencies.

The oligarchical model of traditional faculty participation in governance provides a useful framework for examining the nature of the APSCUF locals. The keystones of the oligarchical model are (1) a relatively small number of administration-oriented faculty activists who (2) operate in a relatively closed fashion, but (3) are broadly accountable to their peers, who are likely to become active if their interests seem threatened (Mortimer and McConnell 1968, pp. 114-21).

With regard to the level of faculty participation in APSCUF, it should first be noted that the number of dues-paying members by campus ranges from approximately 50 percent to 87 percent of those eligible. The average, however, is 80 percent, and only one campus falls below the 70 percent level. The number of faculty who are active in APSCUF, however, is quite small. The local executive committee, described above, is usually the major center of activity, and membership meetings rarely draw an attendance of more than 50.<sup>14</sup>

There is no single dominant pattern by which one may characterize local APSCUF activists. In a few cases, particularly on campuses where senates have become irrelevant, a prebargaining group of emerging faculty leaders has dominated APSCUF. In other cases a new, reportedly "militant" faculty leadership has taken over, at least initially. In most cases, however, the "militants" have gradually developed a more moderate posture or have been replaced by a more moderate element. In some cases, prebargaining faculty leaders are moving back into place. A relatively large number of APSCUF leaders, however, continue to serve from year to year in a variety of positions, suggestive of a core of individuals permanently committed to the rather time-consuming activities of the organization.

Communication with rank-and-file faculty varies across the system, but those leaders who make the effort usually report a high level of faculty apathy. Some administrators view the APSCUF locals as relatively closed groups and, in a few cases, have concluded that the APSCUF locals

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<sup>14</sup>The faculty complements of the state colleges and university range from approximately 200 to 650. Local APSCUF membership ranges from 165 to 550.

are not representative of the faculty. On a few campuses, the APSCUF locals may, in fact, have been dominated from time to time by liberal arts faculty.

The evidence suggests, however, that this is not the norm and that APSCUF leaders are, in fact, basically accountable to the membership. The incidence of turnover among the early leaders and the reemergence of moderates would seem to support this view. Nevertheless, it is probably accurate to suggest that the APSCUF locals will continue to be run by a relatively small number of individuals and that collective bargaining has by no means generated the development of "grass roots activism" on the campuses.

#### College-Wide Senates

The nature and role of the local APSCUF organizations is further reflected in the respective roles of college-wide senates since the adoption of collective bargaining. Garbarino suggests three basic relationships that may evolve between faculty unions and senates: competitive, cooperative, or cooptative (1975, pp. 141-51). While the Pennsylvania state college senates do not fit neatly into these categories, the Garbarino typology provides a useful framework for discussion.<sup>15</sup>

The competitive model implies a situation in which both the union and the senate have sufficient bases of support to vie for participation

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<sup>15</sup>The present authors' definitions of the above-mentioned terms do not conform precisely to those of Garbarino. In some cases, the present authors have drawn inferences about the various models that are not explicit in the Garbarino text.

in the decision-making process. A majority of state college administrators strongly favor the continuation of the college senate as an independent source of faculty advice on educational policy. None of the senates, however, have the level of faculty support required to adopt a competitive posture. Indeed, respondents on most campuses believe that a contest between the local APSCUF organization and the college senate would almost certainly result in the demise of the latter.

The cooperative model suggests separate identities and a division of labor based on widespread support for a continued senate role in selected policy areas. There are 12 senates (or equivalents) still in existence. Of these, however, only 8 are described as playing a moderate to important role, primarily in the areas of curriculum and student affairs. At first glance, these 8 appear to fit the "cooperative" model. As will be seen shortly, however, this view may not be entirely accurate.

Cooptation may take at least two forms. First, the senate may simply be abolished. This has occurred at 2 of the 14 state colleges. Four other senates, however, are described by respondents as playing little or no role in decision making. As of spring 1975, then, 6 of the state college senates had either been abolished or performed little more than service, forensic, and/or social functions.

A second form of cooptation is reflected in the Massachusetts state college system where faculty representatives in the governance system are selected by the union (Garbarino 1975, p. 149). There is no precise corollary to this situation among the 8 Pennsylvania state college

senates tentatively associated (above) with the "cooperative" model. On 1 of the 8 campuses, however, the APSCUF local and the administration agreed to an arrangement whereby the elected APSCUF president and vice president would also serve as senate chairperson and vice chairperson. On 3 more of the 8 campuses, respondents reported a more subtle but nevertheless noteworthy "interlocking directorship" between the senate and the APSCUF local. The notion of a separate senate identity, associated with the cooperative model above, is therefore either nonexistent or blurred on all but 4 of the state college campuses.

However one wishes to arrange the state college senates along the above typology, it is apparent that at least 8 of them play a generally recognized role in campus governance. As already suggested, this role is uniformly noncompetitive, and most senates deal with a strictly delimited area of decision making, primarily in the areas of curriculum and student affairs.

The role of the senates in curricular decision making is worthy of some attention. This role has two major bases of support. First, a large number of college administrators have encouraged this role in the hope of maintaining a separate source of faculty advice on matters of educational policy. Second, many senate chairpersons as well as local APSCUF leaders report that the APSCUF locals are not eager to become involved in the time-consuming process of course and program approval. Nevertheless, arrangements for curricular decision making vary from campus to campus and provide one more insight into the actual role and influence of the college wide senates.

The collective bargaining agreement provides for a college-wide curriculum committee to be selected "as determined by the faculty, but

which may include at least one administrator if designated by the President."<sup>16</sup> At 9 of the colleges, the APSCUF locals agreed to allow existing senate curriculum committees to continue operating in this area. Several respondents noted, however, that APSCUF has the prerogative to question any senate action. On one campus, the APSCUF local demanded that senate curriculum committee members be members of APSCUF. This issue remained unresolved at last report.

The curriculum committees on the other 5 campuses (including the 2 without senates) are separate college-wide committees. In most cases these committees are reportedly dominated by the APSCUF local. At one college, curriculum committee members are appointed by the APSCUF executive committee. At the opposite extreme, however, one curriculum committee is apparently independent of both the senate and the APSCUF local.

In summary, approximately 8 or 9 of the state college senates continue to operate effectively in at least one major area. The evidence suggests that administrators continue to support the senates and that even the 3 or 4 senates which may not perform a decision-making role serve as useful forums for faculty-administration-student interaction. It is also clear, however, that most of the senates will continue to operate only so long as they pose no territorial threat to the APSCUF local. Most of the local APSCUF organizations appear to favor a continued but limited role for the senates. Some APSCUF leaders feel it is actually to their advantage to maintain a separate organizational base for faculty participation, so long as these organizations continue to defer to and work cooperatively with APSCUF.

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<sup>16</sup>This is the entire extent of guidance provided by the contract.

### The Role of College Administrators

Most observers agree that the posture adopted by central campus administrators toward the collective bargaining relationship has had a considerable influence on the level of difficulty with which the individual colleges have made the transition. In turn, collective bargaining has had at least three major impacts on the roles of campus administrators: First, administration has become more difficult, more complex, and more time-consuming. Second, administration is highly centralized under collective bargaining--as reflected in the modest management roles of deans and department chairpersons on most campuses. Finally, collective bargaining has had some impacts on the professional status of administrators and on their relationships with the faculty. Each of these issues will be treated in the present section.

The Administrative Response to Collective Bargaining. As previously noted, many state college administrators were accustomed, prior to collective bargaining, to operating in a somewhat autocratic fashion. There is good evidence to suggest, however, that several of the newer presidents had begun to move toward more collegial relationships with their faculties before 1971. Most observers agree that variations in prebargaining administrative style, particularly that of the college presidents, has had a significant influence on the level of difficulty with which the various colleges have adapted to the collective bargaining relationship.

Interview data suggests the following rough typology of presidential responses to collective bargaining: Four of the presidents adapted rather quickly. In each case the president had either moved the college toward greater faculty participation in governance before unionization or had



come to the college after collective bargaining was adopted. Another six presidents have gradually adjusted to collective bargaining. Theirs has been a slightly more passive response to a new set of realities imposed from without. The remaining four, however, initially fought the new faculty role in governance. Three of them have slowly and reluctantly acquiesced but continue to resist every new effort to increase APSCUF participation in decision making. The fourth has decided he cannot operate effectively under collective bargaining and has resigned.

Presidential style does not tell the whole story. Other senior administrators, particularly academic vice presidents, have also played key roles. Like the presidents, some vice presidents have moved gradually toward working relationships with the APSCUF locals, while others have resisted APSCUF demands for greater participation. In some cases a central administrator other than the president has actually played the key administrative role in the day-to-day collective bargaining relationship, while the president remains uninvolved. Particularly during the early period, this arrangement was often employed to keep APSCUF one step removed from top-level decision-making authority at the campus level. In the earlier section on "contract administration," however, it was noted that this approach is no longer dominant.

Impacts on Administration. Despite variations in administrative responses to collective bargaining, most senior campus officials agree that collective bargaining has made the task of administration more difficult. Paul E. Burd surveyed the college presidents in the fall of 1973, in an effort to determine the consequences of collective bargaining for the executive role of the presidents. Utilizing Chester Barnard's

framework of executive functions as a framework for analysis, Burd found the following: first, collective bargaining hampered communications between the faculty and administration, thereby reducing effective consultation; second, collective bargaining decreased faculty cooperation with the administration, making it more difficult for the president to secure faculty participation; third, collective bargaining facilitated a situation in which faculty became more concerned with financial benefits and job security than with the pursuit of organizational goals (Burd 1974, p. 133).

It is important to note that Burd collected his data at the end of the first year of the collective bargaining relationship, the most difficult year for the majority of the state colleges. Interviews for the present study during 1974-75 indicate a somewhat different configuration of administrative concerns. Many administrators indicate that college management has become more time-consuming and complex. Decisions take longer, and management has less operational flexibility. Financial resources have become tight as faculty salaries absorb an increasing proportion of the college budgets.

It is noteworthy, however, that administrators attribute these problems to a variety of forces, of which collective bargaining is only one. Management has been rendered more complex by affirmative action, planning requirements, new information systems, and the trend toward greater accountability. The loss of operational flexibility at the campus level is due not only to the increase in faculty participation but to increased state control. Financial pressures have resulted not only from salary increases but from inflation and state efforts to

economize. Indeed, a number of central college administrators express greater concern about external than internal constraints.

Deans and Department Chairpersons. The second major impact of collective bargaining on college administration has been an apparent centralization of decision making at the campus level. This phenomenon is reflected in the roles of deans and department chairpersons.

The academic deanship is a relatively new institution on most of the state college campuses. In most cases deanships were created during the expansion and diversification of the colleges during the 1960s. When collective bargaining was adopted in 1971, several of the college presidents attempted to strengthen the management role of the deans in order to fill the void left by the loss of department chairpersons to the faculty unit.

The lack of a tradition of strong deanships and the centralized nature of the campus collective bargaining relationship, however, have proved to be serious barriers to such efforts. The meet and discuss arrangement and the grievance procedure have facilitated the bypassing of the deans by the APSCUF locals. Academic deans are represented on management meet and discuss teams at six of the colleges. In four of these cases, however, this representation is borne by one dean or by all deans on a rotating basis.

Precise data is not available on the informal resolution of faculty grievances at the dean/director level. Interview data suggests that this has not been the norm. It is also apparent, however, that some of the colleges are moving in this direction. *du*

The practice of forwarding departmental personnel recommendations directly to college-wide faculty committees--a procedure specified in the contract--has also hampered the role of the deans. It is apparent that most college presidents confer with the deans on personnel committee recommendations, but at least one dean reported that the sequence of consultation places him in the potentially embarrassing position of opposing the decisions of both the departmental and college-wide committees.

All of the evidence available would suggest that collective bargaining has proved to be a major obstacle to the emergence of the academic dean as a strong management figure. The story of the department chairperson is somewhat different. Prior to collective bargaining, department chairpersons played important administrative roles at a number of the state colleges. They were appointed by the president and often served for the duration of their faculty careers; they determined work load assignments; their personnel recommendations were highly influential; in some cases they played a major role in budget planning and administration. In other words, they were the first level and sometimes a key level of college management.<sup>17</sup>

Under the current arrangement, department chairpersons are elected biennially by members of the department and, in the opinion of most

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<sup>17</sup>It is unfortunate, for present purposes, that the inclusion of department chairpersons in the faculty unit was never litigated. It is difficult to determine whether the state acquiesced to their inclusion as part of a "compromise" with the petitioning unions or whether they viewed the department chairpersons as a "lost cause." One of the college presidents has suggested that the presence of weak department chairpersons on some of the campuses would have damaged the state's case had it been taken to the PLRB. Perhaps even more damaging, however, was the fact that department chairpersons' power was usually based more on informal influence than on formal authority (Gemmell 1975, pp. 4-5).

observers, serve at the pleasure of the faculty. In many cases, their role has been reduced to clerical functions, and the incidence of voluntary resignations appears to be high. While some faculty respondents report that their department chairpersons continue to play an influential role within the department, most administrators view the department chairpersons primarily as "representatives" of their departmental faculties.

The Professional Status of Administrators. State college administrators have traditionally been considered members of the faculty. A large percentage of them have been former faculty members and, prior to collective bargaining, continued to hold departmental appointments. Another consequence of collective bargaining, however, has been a series of changes in this area. These changes have taken essentially two forms: first, the formal designation of senior administrators as "management" and, second, a new classification system for nonteaching professionals and middle-level managers.

Perhaps the most significant change for senior administrators has been their separation from their former academic departments. The first collective bargaining agreement stipulated that administrators who had formerly held tenured faculty appointments had a grace period of two years to return to their departments. There would be no faculty service credit, however, for years spent in administration. The second (1974) contract brought with it the end of the two-year grace period. Administrators may now return to their former departments only upon approval of the departmental faculty. The department, however, now has the prerogative to award faculty service credit for administrative service, as it may see fit.

Many respondents indicate that the prospect of faculty retrenchment has placed considerable constraints on administrative transfers to faculty status. Even without credit for administrative service, many administrators have sufficient prebargaining faculty service credit to achieve high rankings on departmental seniority lists. Hence, they pose a potential threat to the security of newer faculty members with relatively little service credit. Some presidents report that the decrease in administrative mobility has resulted in a loss of flexibility in administrative reorganization. Others indicate a trend toward recruitment of administrators from outside the state college system. The overall picture is one of greater professional separation of management from the ranks of the faculty.

The story of middle management and the nonteaching professionals is somewhat different. As previously noted, the state administration originally assumed that this category of personnel would be excluded from the collective bargaining unit, giving the presidents a cadre of professionals who were responsible to and, in some cases, part of management. APSCUF/PAHE, however, succeeded in organizing the nonteaching professionals and gained formal recognition as their representative in February 1973. After a protracted period of negotiations, the union finally gained state approval to include the nonteaching professionals as a separate unit (Unit II) under the second (1974) faculty contract.

Unit II personnel, however, were given a separate designation (administrative faculty) as well as lower rank and pay scales. This arrangement reflected a more general effort by the state administration to bring the status and salaries of the nonteaching professionals into

line with those of other nonfaculty professionals employed by the state. In June 1974, a new nonfaculty personnel classification system was implemented. The new system stipulated that most nonteaching professionals hired from that date on would be given quasi-civil service designations as "state college and university administrators," while those who were hired to fill managerial roles at the college level would be classified as "state college and university managers." This system is almost certain to have two major consequences: first, faculty members will be reluctant to transfer to nonteaching roles carrying lower status, rank, and pay scales; second, there will be a gradual attrition of incumbent personnel currently holding the status of "administrative faculty," ultimately resulting in the demise of Unit II.

Faculty-Administration Relations. The circumstances related above represent a clear trend toward a change in the professional status of top and middle administrators vis-à-vis the faculty. The next question is whether there has also been a change in the relationships between administrators and faculty. Most observers agree that faculty-administration relations have been "adversarial" in nature since the adoption of collective bargaining. It is important to note, however, that the conflicts of interest now emphasized by collective bargaining had their roots in the late 1960s. Indeed, collective bargaining is probably better characterized as a consequence, not a cause, of these conflicts.

The first year of the collective bargaining relationship (1972-73) was reportedly characterized by a high level of "militancy" on the part of APSUCF leaders on many campuses. Administrators, in turn, were uncomfortable with the new arrangement. It was a period of adjustment for all

concerned, and tensions were often high. A few respondents report a degree of mutual suspicion between faculty and administrators. One faculty member reported that managers were suddenly reluctant to discuss college business on a casual basis in the presence of faculty.

The evidence suggests, however, that the above has not been the norm. On many campuses it is apparent that adversarial postures have been confined primarily to interactions between the administration and APSCUF leaders. Indeed, several individuals report that this posture has been further confined to "formal" union-management interactions and has not been carried over into personal relationships. Respondents at three of the colleges report that general faculty-administration relations have gradually improved since the late 1960s and that collective bargaining has not seriously hampered this process. Another five colleges report that, with the exception of the first year of collective bargaining, faculty-administration relations have been the same or better than they were prior to 1972. Of the remaining six, respondents at three of the colleges indicate that faculty-administration relations were already poor prior to collective bargaining and that they are no worse now.

There is an old story about two attorneys who fight tooth and nail in the courtroom and then adjourn to a bar to buy each other a drink. The "adversarial" process in the legal world has long been accepted as a strictly professional relationship between conflicting parties. While faculty-administration relations in the Pennsylvania state colleges have not progressed to this stage, some evidence suggests that the potential is there. Several respondents believe that "adversary" relationships do not have to be "hostile." A major ingredient for a successful working relationship under collective bargaining is a mutual recognition that



both parties have legitimate sets of interests which often conflict simply by virtue of the differing roles and circumstances of the respective parties. Moreover, the presence of a "third party" to the collective bargaining relationship, i.e., the state administration, has already generated a common interest in campus autonomy at several colleges. Admittedly, this interest has been much stronger among campus administrators than among the faculty, but it may nevertheless prove to be a common ground upon which the campus parties can build a more cooperative relationship.

#### The State College Boards of Trustees

The role of the college boards of trustees in the governance of the Pennsylvania state colleges and university has never been a strong one. Their primary responsibilities have been in the areas of presidential searches, community relations, reviewing administrative budget proposals, and approving major expenditures. The traditional involvement of the state administration in college governance has precluded a strong policy-making role for the trustees. The creation of the central State College and University Board of Directors in 1971 has resulted in the further erosion of the trustee role. In fact, the original proposal for a central board recommended that the individual college boards of trustees be abolished (Master Plan 1967, p. 3).

If anything, the further centralization of decision making under collective bargaining has further hampered those boards of trustees who have been interested in a more active role. There is no evidence, for example, that the trustees had any input or involvement in contract negotiations. While some presidents indicate that they have kept the trustees informed about collective bargaining developments, most trustees appear to have expressed little interest in these matters.

The only major collective bargaining issue that appears to have impinged directly upon the role of the trustees is the issue of tuition remission for faculty dependents. Following the ratification of the first faculty contract in September 1972, APSCUF and the Commonwealth signed a supplemental "Memorandum of Understanding" that the Commonwealth "would not interfere" with the decisions of the local boards in this matter. In October 1972, however, the State College and University Board of Directors, issued a resolution that tuition remission was a negotiable issue and should therefore be decided at the bargaining table. This resolution resulted in an APSCUF grievance against the state administration alleging a violation of the Memorandum of Understanding. In September 1973, the arbitrator concluded that the APSCUF position was correct and ordered that the Commonwealth comply with the original memorandum.

The SCUD board and the department proceeded to issue statements that the statutory authority of the trustees in this matter was in question and that the attorney general would be consulted. In April 1974, the department finally indicated that the college presidents could, but were not required to, submit the issue to their boards. APSCUF, however, was concerned about the delays that had occurred and submitted another grievance. In June 1974, the arbitrator issued a second award in favor of the APSCUF position, indicating that (1) the authority of trustees should have been considered before the original agreement was signed, (2) the Commonwealth's actions subsequent to the first award reflected unnecessary delays and a negative attitude not in keeping with the spirit of the original agreement, and (3) in order to redress the situation, the

Commonwealth is required to recommend that each of the colleges now consider the issue of tuition remission.<sup>18</sup>

Aside from their activity in the area of tuition remission, most of the local boards remain relatively uninvolved in collective bargaining matters. In June 1975, however, a set of circumstances arose which provoked a public response from at least one board. One of the college presidents refused to comply with an order from the Department of Education to submit a list of possible candidates for retrenchment. The secretary of education, apparently unwilling to tolerate such dissension, informed the president that failure to comply would result in his immediate dismissal. The president acquiesced, but the board of another state college was provoked by the secretary's threat of dismissal to issue a protest. In their resolution, the board asserted that only the boards of trustees had the final authority to hire or dismiss a state college president or, for that matter, any other employee (Chambers 1975, pp. 1323-24). This resolution was subsequently overruled by the attorney general. In the view of some respondents, the entire incident clearly reflects the status and authority of the individual colleges vis-à-vis the state.<sup>19</sup>

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<sup>18</sup>As of early 1975, when most of our field trips were conducted, the status of fee remission was as follows: two state colleges had adopted tuition remission before the June 1974 award; three adopted it after the award; and four rejected it after the award. The status of the remaining five is uncertain.

<sup>19</sup>The issue of retrenchment will be treated in greater detail in a subsequent section.

### The Governance Role of Students

Most observers, including student leaders, agree that the majority of state college students are unconcerned about faculty collective bargaining and, for that matter, college governance in general. There are some indications, however, that a growing minority of student activists on some of the campuses have generated greater student participation in governance at both the campus and state levels.

On some of the campuses, students have been involved in college-wide senates since the late 1960s. As already noted, however, after collective bargaining was adopted, the locus of faculty governance activity shifted away from the senates. New college-wide committees proliferated and the faculty became involved in some areas which had previously been the primary domain of management. Student leaders at a number of the colleges perceived a need for a concurrent increase in student input.

In several cases, faculty and administrators, both interested in generating student support, have encouraged the development of student participation. While most student leaders indicate that they have avoided "taking sides" with either the faculty or the administration, they have responded favorably to this encouragement. At most of the colleges, students participate on at least planning and faculty/course evaluation committees. In one case they constitute one-third of all search committees for academic deans. At another college, students are represented on virtually all college committees (excluding meet and discuss). In still other cases, students continue to focus their major efforts on the college senate.

Students have not been so successful (or, in fact, interested) in becoming involved in collective bargaining matters. On at least four campuses, student leaders have asked to attend meet and discuss. In only one case, however, has this request been granted. Several APSCUF locals have invited students to attend their meetings and, on a few campuses, APSCUF and student executive committees hold joint sessions on a periodic basis. Other APSCUF locals report that the students are interested in interaction only when there is a major student issue involved, such as course evaluations or a tuition increase.

Utilizing news coverage in student newspapers as a measure of student interest in collective bargaining, it is noteworthy that some college newspapers reportedly provide regular coverage on collective bargaining matters while others provide almost none. Despite some of the developments noted above, the overall evidence suggests that student interest in collective bargaining and student participation in governance since the adoption of collective bargaining has been somewhat limited across the system. In most cases, moreover, student interest and activity is confined to a small minority of activists. It is probably accurate to suggest that faculty collective bargaining has had a significant impact on the student role in campus governance at only a small minority of the colleges.

A number of respondents suggest that collective bargaining has had a more significant impact on student activity at the state level. In February 1974, apparently in response to APSCUF's success in representing faculty interests at the state level, student activists from several of the State Colleges created a "Commonwealth Association of Students"

(CAS). The association is financed primarily through student membership dues and maintains an office and staff in the state capital.

CAS has attempted to promote state college student interests on a number of issues via contacts with both the legislature and the state administration. They have taken a public stance in favor of increased state college autonomy from the Department of Education. They have conducted a campaign against tuition remission for faculty dependents. They have pressed for increases in student grant and loan programs. To date, however, their major efforts have been focused on promoting increased state college appropriations and avoiding across-the-board tuition increases.

Campus administrators have been particularly supportive of student efforts to promote state college appropriations. While some administrators feel that the students have damaged their case somewhat by resisting concurrent tuition increases, the majority view the student association as a potentially important partner in promoting the interests of the colleges.

With the exception of the tuition remission issue, APSCUF has also supported CAS activities. In March 1975, many of the APSCUF locals financed student transportation to the state capital for a student rally to promote supplemental state college appropriations and to protest a tuition increase. The central APSCUF organization, in turn, provided facilities and guest speakers for student meetings during the rally.

Overall, the evidence suggests that students have played and will continue to play a minimal role in the collective bargaining process per se, at either the state or local level. Nor has collective bargaining generated a ground swell of student activism across the state college

system. Nevertheless, there are some indications that faculty unionization has provided a model which has generated increased student awareness of the potential influence of organized interest groups. Many respondents feel that the students have not yet fully realized their potential in this regard but that they are likely to continue moving in this direction.

### Nonacademic Employees

At the campus level, the issue of faculty unionization has clearly overshadowed the movement toward unionization of nonacademic employees in the state colleges and university. Across the state, however, the unionization of blue and white collar public employees has taken on major dimensions. The Association of Federal, State, County, and Municipal Employees (AFSCME) alone now represents approximately 65,000 state employees. In fact, all but a handful of the state's public work force is now organized.

On the state college campuses, management now deals with a total of 11 collective bargaining units, represented by five different unions.<sup>20</sup> In numbers, however, AFSCME is the only other union which competes with APSCUF. While campus administrators have had little to do with the negotiation of AFSCME contracts, which are statewide in nature, the unionization of nonacademic personnel has had a number of impacts at the college level.

Local AFSCME leaders report that nonacademic personnel have traditionally been "second-class citizens" at the state colleges. They

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<sup>20</sup>APSCUF, AFSCME, The Pennsylvania Association of State Mental Hospital Physicians, The Pennsylvania Nurses Association, and the United Plant Guard Workers of America.

have had little say in campus affairs and, in some cases, were reportedly shunned by status-conscious faculty. Collective bargaining, however, has done much to improve both the economic and occupational status of non-academic employees. They have gained a voice in some areas of governance; they now have a formal grievance system; and, equally important in the eyes of some, they are now treated as members of the college community.

In the area of governance, many campuses have created labor-management committees similar in nature to the meet and discuss arrangement with APSCUF. AFSCME is also represented on at least one president's cabinet, and in the planning process on a number of campuses.

Although AFSCME locals have not aligned themselves with APSCUF on all issues, there is growing evidence of cooperation in many areas. In some cases, the two organizations send representatives to each other's executive committee meetings. On at least one campus they have a joint committee to promote tuition remission for all state college employee dependents. When AFSCME went on strike in July 1975, APSCUF leaders on at least one campus joined the AFSCME picket lines.

While AFSCME has developed much greater influence at the state level, it is apparent that collective bargaining has also generated a recognition of nonacademic employees as a legitimate constituency in selected areas of college governance. Like the students, AFSCME has probably yet to exercise its full potential in this respect, but it now has available the same tools of power (legal status, organization, and money) that have been adopted by the faculty.



## IMPACTS ON POLICY, PROCEDURE, AND FINANCE

This section focuses on the impact of collective bargaining in three areas: personnel policies, educational programs, and finance. In each case, some attention is given to the impacts of collective bargaining on both general policy and specific procedures.

### Personnel Policies and Procedures

Formally speaking, most academic personnel policies in the state colleges have traditionally been governed by state law and/or administrative regulation. Promotion and leave policies, for example, have been regulated by statute, and merit has been awarded as part of a quasi-civil service system of annual salary increments. Tenure has been a matter of local board and administrative policy. Statewide policy, however, has focused primarily on the criteria for personnel decisions, with little or no provision for procedural requirements. Practices have therefore varied somewhat across the system, and administrators have often made individual personnel decisions without significant faculty input.

In the spring of 1973, Herbert E. Hall conducted a survey of faculty and administrators at one of the Pennsylvania state colleges (not identified) to determine the impact of collective bargaining on the relative authority of faculty and administrators in several areas of governance, with a primary focus on personnel decisions. Hall found that in the pre-bargaining period, campus administrators dominated the decision-making process in virtually all areas, with no formal provision for faculty input concerning faculty appointments, merit, promotion, appointment of department chairpersons, or tenure. On a five-point scale of levels of influence over internal policies (1 = no influence; 5 = very great

influence), the mean score for administrators was 4.20, for the faculty senate 2.48, and for the faculty 2.21. The prebargaining local APSCUF organization was given a score of 1.77 (Hall 1973, pp. 20-38).

Hall's data on the postbargaining period suggests some rather substantial changes. On the same scale, noted above, administrators were now (1973) given a mean score of 3.43, the faculty senate 1.90, the faculty 3.36, and APSCUF 3.82. Moreover, the faculty was found to have formal input into virtually all personnel decisions (Hall 1973, pp. 43-69). While Hall's data were collected on only one campus, during a period when the collective bargaining process was still unfolding, his findings basically coincide with those of the present study.

The present study examined the impact of collective bargaining on policies and procedures in the following areas: administrative appointments, department chairperson appointments, faculty appointments, faculty evaluation, grievance procedures, merit, promotion, retrenchment, and tenure. The findings are reported below.

Administrative Appointments.<sup>21</sup> Both Hall's findings and our own confirm that faculty at a few of the colleges have traditionally participated in search committees for academic deans (Hall 1973, p. 36). Hall points out, however, that the contract does not provide for faculty participation in this area. At the college which Hall studied, this issue was a subject of debate in 1973 (Hall 1973, p. 67). On at least one campus, the issue of faculty participation in administrative appointments became the subject of an APSCUF grievance (unresolved at last report).

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<sup>21</sup>An earlier section discusses the roles of administrators and department chairpersons under collective bargaining. This section will therefore be confined to the appointment process.

The Department of Education has taken the stand that presidents are not legally "required" to include faculty on administrative search committees. At the same time the department does not "discourage" this practice. Respondents report that faculty are now included on administrative search committees on at least four campuses. In at least one case, the constituencies actually select their own representatives, while in others the president appoints the committees. Formally speaking, the issue of administrative appointments appears to have been interpreted as a "management prerogative," but there has clearly been a continuation or revival of the traditional faculty role in this area at a number of the colleges.

Department Chairperson Appointments. As already noted, department chairpersons at many of the colleges have traditionally been selected by the administration. While there was some evidence of informal consultation with senior faculty prior to unionization, there was little or no formal provision for faculty input. Collective bargaining has reportedly generated considerable change in this area. Department chairpersons are now part of the faculty bargaining unit and are elected biennially by their departmental faculties. The college president has the power to veto the appointment of an elected chairperson but may not appoint a substitute candidate unless approved by the departmental faculty. Respondents generally agree that, as a result of the new appointment procedure, most department chairpersons now serve primarily as departmental "representatives" in campus affairs.

Faculty Appointments. While there were indications on some campuses of increased faculty involvement in this area prior to collective

bargaining, faculty appointments were typically controlled by the administrative hierarchy; that is, appointments were made by the president, based on the recommendations of the dean and department chairpersons. Most respondents report that faculty appointments are now a "joint endeavor" of the faculty and administration. Departmental search committees forward their recommendations, along with those of the department chairperson, to the central administration. The president may reject any departmental candidate but must explain any such rejection. Once a mutually acceptable candidate has been selected, however, the president makes the appointment at the salary and rank deemed appropriate.

Faculty Evaluation. Peer and student evaluation of faculty performance have traditionally been weak or nonexistent on most state college campuses. The relative lack of faculty and student input into personnel decisions provided little motivation for the development of evaluation procedures. The first (1972) contract, however, contained provisions for both peer and student evaluation of faculty teaching performance. On the faculty side, provision was made for observation and evaluation by both department chairpersons and departmental faculty evaluation committees. Evaluation reports generated in this manner have apparently been used primarily for counseling of nontenured faculty. There is some evidence, however, that they are also employed in promotion and tenure decisions.

The implementation of student evaluations has been a problem on most campuses. In the absence of detailed contractual guidelines, each college has designed its own system of student course evaluations. Most respondents report, however, that instrumentation has been a major

problem and that faculty are suspicious of untested course evaluation forms. Only one college reported any systematic use of student evaluations in academic personnel decisions as of 1974-75. Student attitudes range from apathy to frustration over the apparent ineffectiveness of their efforts in this area.

Recognizing a number of problems in evaluation of teaching, the Department of Education and APSCUF included a provision in the second (1974) contract for a statewide committee to reexamine the evaluation process. In July 1975, the committee finally delivered a new set of guidelines to replace the evaluation provisions in the contract. These guidelines provide for departmental evaluations of nontenured faculty annually and of tenured faculty every five years. Criteria for evaluation include teaching effectiveness, service to the department and college, scholarship, and other professional activities. Student course evaluations are required for every course, and departmental evaluation reports must include evidence that student inputs have been considered.

The new guidelines stress the use of faculty evaluation as an aid for individual professional development. No linkage is made between evaluation procedures and academic personnel decisions. The guidelines, moreover, leave much procedural discretion to the individual colleges and departments. It is therefore likely that the manner in which faculty evaluations are implemented and employed will continue to vary across the system. Whether or not these evaluations achieve the objective of professional development will depend primarily upon local initiative.

Grievance Procedures. The grievance procedure provided for in the contract has already been discussed. It is worthy of note, however,

that most campuses had no formal grievance procedures prior to collective bargaining. Some campuses adhered to AAUP guidelines, and faculty at a few of these colleges report that the prebargaining arrangement was adequate. In these cases, the major innovation introduced by the collective bargaining contract was binding arbitration. On most campuses, however, faculty report that the prebargaining arrangement was totally unsatisfactory. The detailed procedures, organizational support, and arbitration provided for by the collective bargaining agreement are viewed as significant improvements.

Merit. Faculty salary raises have traditionally been awarded, almost automatically, via a system of annual 5 percent step increases. Merit awards took the form of a double step increase (10 percent). In most cases these awards were determined through administrative channels, based on the recommendations of department chairpersons and dean.

The first collective bargaining contract preserved the traditional merit system but provided for systematic input from department and college-wide faculty committees. Many respondents report that this procedure resulted in a "your-turn-my-turn" arrangement, whereby merit awards were simply rotated among members of each department. In 1974, the Department of Education persuaded APSCUF to agree to a new system of "distinguished faculty awards," replacing the traditional merit system and significantly reducing the proportion of faculty salary increases allocated for merit. Depending on the size of the institution, each college is now authorized to designate one, two, or three faculty members per year for a one-time \$2,500 award. A statewide committee then selects 10 from this list for an additional one-time award of \$3,500 each.

Most respondents at the campus level are unimpressed with this arrangement. In the first place, it is extremely time consuming. Every faculty member who wishes to be considered must submit a lengthy and detailed application form. Each award committee must include at least two faculty members from outside the state college system, making committee deliberations and communications extremely complex. Secondly, while the contract specified the criteria for these awards, there is little consensus on the manner in which these criteria are to be measured. Finally, and perhaps most important, the number of awards authorized for each college is so small that the evaluation effort hardly seems worth the time.

At this writing, the Department of Education and APSCUF are conducting a joint evaluation of the new merit system. The results of this effort have yet to be published. It seems unlikely, however, that any arrangement that preserves the general framework of the present system will elicit much enthusiasm from the campuses.

Promotions. Criteria for faculty promotions have traditionally been specified by statute. Although most promotions have been granted almost automatically upon completion of statutory requirements, the initiative for promotion decisions has rested primarily with the administrative hierarchy at the campus level. Under collective bargaining each faculty member has the prerogative to apply for promotion once he feels he has satisfied the requirements. The application is forwarded for review to the department chairperson and a departmental promotion committee. Departmental recommendations, in turn, are forwarded to a college-wide faculty committee which submits a ranked list of recommended promotions to the college president.

Although the contract encourages the colleges to look beyond the "minimum criteria" specified by law, most promotions still appear to be automatic upon fulfillment of these criteria. There is some evidence, however, of variations in this regard. Some respondents report that faculty committees are less discriminating than their administrative counterparts, while others suggest that the combination of peer review and more systematic documentation have made the promotion process more rigorous. Promotions are apparently becoming more difficult on some campuses, but most respondents attribute this to the gradual saturation of faculty rank quotas under conditions of decreasing faculty mobility.

The second (1974) faculty contract provided for a state committee to study promotion practices at the individual colleges and to develop guidelines for a more uniform set of policies and procedures across the system. The committee found two major problems: (1) a less than desirable level of interaction between college-wide faculty promotion committees and central administrators, and (2) considerable variation and confusion over the appropriate criteria for promotion.

With regard to these issues, the committee's report, issued in the summer of 1975, recommended that college-level promotion policies be revised to include (1) a greater level of consultation between the college-wide faculty promotion committee and the president and (2) within the framework of statutory and contractual requirements, a greater level of uniformity in the priorities given to the various criteria for promotion. Specifically, the committee recommended the following priorities: (a) teaching effectiveness, (b) mastery of subject,



(c) scholarly growth, and (d) contributions to the college.<sup>22</sup>

While the report may lead to a clarification of promotion criteria at the colleges, the evidence suggests that, from the campus perspective, the more important of the two issues is that of communication between the faculty and administration. All personnel decisions are likely to become more difficult under the current economic pressures on the colleges, and cooperation at the campus level is likely to become increasingly important for the maintenance of both institutional needs and individual faculty interests.

Retrenchment. Retrenchment was apparently not an issue in the state colleges prior to collective bargaining. Dismissals did occur but primarily for noneconomic reasons. Job security, however, has now become a major issue for many state college faculty. Indeed, budgetary pressures led, in September 1975, to the issuance of several hundred letters to faculty and other state college personnel, indicating that they might lose their jobs in September 1976. The current threat of retrenchment has developed into a major episode in the short history of faculty collective bargaining in the state colleges.

Although retrenchment did not appear to be an immediate threat in 1972, APSCUF pressed (successfully) for a retrenchment provision in the first faculty contract. This article contained a rather detailed retrenchment procedure as well as a number of provisions concerning the future employment status of retrenched faculty. In addition, the

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<sup>22</sup>The committee's report also dealt with a variety of other issues, including affirmative action, promotions to full professor without the doctorate, and procedures for the promotion of "administrative faculty" (Unit II).

Commonwealth agreed to meet and discuss with APSCUF regarding any policy and/or program changes that might lead to retrenchment.

In October 1973, it became apparent to many that considerable delays and perhaps severe cutbacks in the supplemental appropriations requested to cover faculty salary increases for that academic year might occur. Faced with the possibility that the colleges would have to absorb faculty salary increases without a supplemental appropriation, the SCUD board adopted a resolution that would have resulted ultimately in non-renewals for all nontenured faculty and the possible dismissal of some faculty who already held tenure.

Perhaps because the Department of Education was then moving toward rapprochement with APSCUF, the secretary of education immediately obtained a ruling from the attorney general that the SCUD board had overstepped its statutory authority. In late November 1973, the department signed a "Statement of Mutual Understanding" with APSCUF that there would be no faculty retrenchment through 1974-75. APSCUF agreed, in return, to support and participate in departmental planning efforts and to allow an eventual 5 percent shift in resources to support new programs and missions.

As budgetary pressures increased, however, it became apparent to the department that retrenchment was an issue that would eventually have to be faced. Although the second (September 1974) faculty contract extended the no retrenchment agreement through 1975-76, the department began conducting a series of retrenchment simulations in late 1974. When it became clear, in April 1975, that the state colleges and university budget faced severe constraints, the department prepared guidelines for cutbacks among all categories of state college personnel, effective

September 1976. Each college was assigned a budgetary "deficit" ranging from \$670,000 to \$1.9 million, with a goal of achieving a total savings of \$16.6 million.

The college presidents immediately pressed for consideration of alternatives to retrenchment, including such measures as a tuition increase, a moratorium on salary increases, nonreplacement of personnel lost through attrition, nonrenewals for temporary personnel, and cutbacks in nonpersonnel areas. The department was convinced, however, that significant economies could no longer be achieved in these areas, and the retrenchment directive stood. It is already apparent, however, that retrenchment will not occur in the magnitude suggested by the original plan. Although retrenchment lists submitted in late June 1975 contained a total of some 1300 names (including nonfaculty personnel) the number of retrenchment letters which went out in September was reportedly closer to 200 (including 82 faculty). One respondent indicates that five of the state colleges actually met their budgetary "deficits" via attrition and nonpersonnel cutbacks, without issuing a retrenchment letter to a single regular full-time employee. The unions and the campuses, moreover, have another year to further reduce the number of personnel who are involuntarily retrenched.

Tenure and Nonrenewals. Unlike most academic personnel policies and procedures in the state colleges and university, tenure was never provided for by state law. Nevertheless, virtually all local boards of trustees made provision for tenure, to be awarded at the end of a three-year probationary period. In practice, almost everyone received tenure beginning with their fourth year. Collective bargaining has added a

provision for formal faculty input into tenure decisions, similar to the process followed in promotions. Most respondents agree, however, that tenure continues to be almost automatic.

Collective bargaining has probably had a more significant impact on the job security of nontenured personnel than on tenure itself. The collective bargaining agreement made nonrenewals of probationary faculty beyond their first year a grievable matter. The grievance procedure for nonrenewals includes a provision for a "due process" hearing to be conducted by an ad hoc faculty committee selected jointly by the APSCUF local and the administration.

This committee reports its findings (which shall be confined to the issue of "just cause") in the form of a recommendation to the college president. The president "shall affirm the [committee's] decision unless he finds no substantial evidence in the record to support it." The grievant may appeal a presidential decision to the secretary of education, but he has no recourse to arbitration.<sup>23</sup>

As a result of an agreement included in the second faculty contract, a state committee was appointed in the fall of 1974 to investigate tenure policies and procedures across the system. In its report, issued in the summer of 1975, the committee confirmed that tenure continues to be almost automatic and that the standard criterion for tenure awards is "average" performance of professional responsibilities. The committee reported three additional problems: (1) in practice, the award of tenure is made

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<sup>23</sup> Although the essential elements of the "due process" procedure were contained in the first and second contracts, the details of the procedure outlined above were established via a supplemental agreement signed in October 1974.

on the basis of only two full years of observation of a probationary faculty member; (2) management now feels it has minimal input into tenure decisions; and (3) no meaningful distinction is made with regard to "just cause" as it applies to dismissals of tenured faculty vs. nonrenewals of probationary faculty. The last finding indicates that the major impact of collective bargaining in this area has been to minimize the distinction between tenure and the "due process" protection available to nontenured faculty.

In summary, four major points can be made about personnel policies and procedures under collective bargaining. First, the faculty have gained greater input, and administrators can no longer make unilateral decisions. Second, with the exception of merit, personnel policies have changed little in substance. Tenure has been given a new legal status, but tenure and promotion are still almost automatic. Third, many important forces are influencing personnel decisions besides collective bargaining, e.g., budgetary pressures and the faculty job market. Fourth, personnel practices still vary somewhat across the system, but the Department of Education and APSCUF are cooperating to standardize these practices.

#### Educational Programs

It has already been noted that collective bargaining has resulted in more formal and systematic faculty representation in curricular decision making and institutional and statewide planning.<sup>24</sup> From the

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<sup>24</sup>One local APSCUF president reports that APSCUF has achieved almost total control over curricular decision making on his campus.

administrative perspective, the trend in curricular decision making at the campus level has been toward greater procedural complexity and less administrative flexibility. Some administrators report constraints on administrative initiative, resulting in a decline in innovation, but there is inadequate evidence to support this as a generalization. The planning process has led to a limited redefinition of the special missions of the individual colleges. It would be difficult, however, to link this to collective bargaining in more than a peripheral manner. The only possible linkage is the fact that APSCUF cooperation with the Department of Education has facilitated the planning effort.

The primary changes in educational programs that are directly attributable to collective bargaining are those that relate to faculty work loads. Even in this area, there is considerable disagreement over the nature and magnitude of these changes. The first (1972) contract provided for a standard ceiling on annual faculty teaching loads: 24 semester credit hours (approximately eight courses) per year. Laboratory sections were given a work load equivalent of two-thirds of a lecture class. Faculty members could be given no more than three different course preparations per semester. Department chairpersons, coaches, music teachers, and certain student activity advisors were given work load credit for their nonclassroom activities. The degree of variance from past practice, and therefore the impact, of these measures appears to have differed from college to college. Some colleges report minimal impact while others report that the combination of work load requirements and budgetary constraints have forced cutbacks in course offerings.

The second contract introduced two additional work load provisions which have apparently had similar impacts on some campuses. The first

was a requirement that faculty members be paid \$150 per student for supervision of independent study projects beyond their maximum work load. The implementation of this provision has varied across the system. For some of the colleges, the funding of independent study has apparently been no major problem, and the system operates as specified in the contract. At other colleges faculty continue to supervise independent study without extra compensation, while at still others independent study opportunities appear to have decreased as a result of local budgetary constraints.

The second new work load provision in the 1974 contract is a requirement that faculty be given equal credit for laboratory sections and lecture classes. This provision was not implemented until September 1975, so its actual consequences are as yet uncertain. Many science departments have predicted, however, that, in the absence of increased faculty complements, this provision will require cutbacks in smaller, more specialized course offerings.

The above-mentioned impacts and potential impacts on educational programs are probably best described as "economic" consequences of collective bargaining. Burd suggests that there is also some evidence of a decrease in faculty commitment to their educational missions, with a corresponding increase of commitment to personal economic gain and professional advancement (1974, pp. 44-45 and 56-57). The findings of the present study do not confirm this observation. Several administrative and student respondents were asked if they saw any changes in faculty attitudes toward instructional support activities such as advising and independent study (before it involved extra pay). A few respondents

sensed that some faculty are now overly preoccupied with collective bargaining activities, at the possible expense of their instructional activities. Administrators report that while the work load provisions of the contract protect those faculty who were already disposed toward a "minimum effort," the number of faculty oriented in this direction has increased little or not at all. Most administrators and students report that the majority of the faculty continue to perform their instructional and instructional support responsibilities in a conscientious manner.

The linkages between collective bargaining and educational programs are clearly worthy of further investigation. The evidence collected thus far, however, suggests that the consequences of collective bargaining in this area are largely indirect and, further, that one must be careful not to confuse the effects of collective bargaining with those of financial conditions. Moreover, the potential impacts of collective bargaining on educational programs are likely to be positive as well as negative. At this point, the argument that a well-paid and secure faculty will produce more seems just as viable as the argument that they will become more oriented toward personal gain. In addition, increased faculty participation in educational decision making has a potential for increasing faculty professional commitment to institutional missions.

Educational advancement and change is typically a slow and difficult process, and the state colleges have always had their share of institutional inertia and financial constraints. Collective bargaining has probably directed some resources and energy from the educational missions of the colleges, but the long-term educational outcomes of this new decision-making process remain to be seen.



### Financial Impacts

It has already been suggested that the rather substantial economic package in the first contract, without corresponding increases in appropriations, has placed severe financial constraints on the colleges. These constraints, however, must also be attributed to inflation in operating costs and to the changing fiscal priorities and declining resources of the state.

Another major factor contributing to the general financial picture has been leveling enrollments. Approximately 35 to 40 percent of state college and university operating revenues comes from tuition. Although only two of the colleges actually appear to be losing enrollments, the growth of revenue from this source has declined considerably during the past five years. During the five-year period, 1965 to 1969, the state colleges experienced total annual enrollment gains of at least 10 percent. Since 1970, however, annual enrollment increases have never exceeded 3 percent; in one year (1973) the increase was only 1 percent. Although tuition rates increased substantially since 1965, the major increases also occurred before 1970.

The financial pressures on the state colleges, then, can by no means be attributed solely to costs incurred through collective bargaining. With this caveat in mind, the remainder of this section focuses on the financial circumstances of the state colleges since the adoption of collective bargaining.

The state colleges are not funded on a strict formula basis. Financial conditions therefore continue to vary. A few of the colleges report that collective bargaining has not caused excessive financial hardships. Respondents generally agree, however, that the past few years have witnessed a gradual decline in discretionary funds at the college level. Most of the colleges have met unfunded salary increases and rising operating costs via cutbacks in the nonpersonnel areas of their budgets. The general consensus is that the percentage of college operating budgets devoted to salaries and fringes has gradually moved upward, since 1971, to an average of 80 percent, with some colleges reporting figures as high as 86 percent. Few respondents had corresponding figures for the prebargaining period, but one college reported that the earlier figure was closer to 65 percent.<sup>25</sup>

The precise magnitude and nature of cutbacks in nonpersonnel areas has varied from college to college. Some campuses report relatively minimal cutbacks while others report decreases in virtually all areas, including library acquisitions, equipment, maintenance, office and instructional supplies, travel, and student employment. Although most administrators and faculty have learned to live with these conditions, some have reacted rather dramatically. In one case, a biology professor cancelled a laboratory section for lack of frogs for dissection and urged his students to write to their legislators. Unfortunately for the

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<sup>25</sup>Some campus-level respondents believe that the state administration has deliberately forced economies in state college nonpersonnel expenditures by forcing the colleges to absorb a portion of increased personnel costs. The general financial condition of the state and statewide pressures for greater economies would suggest that this approach may have been applied across the entire public sector.

college, the students took his advice. State officials were reportedly not very sympathetic and wanted to know why funds had not been made available for necessary instructional materials.

Students in general, however, do not yet appear to be aware of any serious financial impacts. A few report cutbacks in student services and employment, but most of those interviewed have not yet observed such changes. As already noted, the primary concern among student leaders, thus far, has been the threat of additional tuition increases. Some administrators believe, however, that cost-cutting increases in class size and cutbacks in specialized upper level courses will eventually become a student issue.

Overall, the evidence suggests that, while cutbacks in nonpersonnel areas have been substantial on many campuses, these cutbacks have not yet resulted in a major curtailment of basic instructional and student services. Under present financial conditions, however, the outlook for further institutional growth and development appears somewhat dim. Moreover, it is apparent that further economizing in nonpersonnel expenditures is impossible without serious consequences for institutional missions. Whether or not the colleges can avoid some degree of retrenchment under these circumstances is unclear.

## STATE LEVEL ROLES

In the late 1960s there was a movement among the state colleges to press for greater administrative and fiscal autonomy for the state administration, with whom they had long had close ties. This move culminated with the enactment of the "State College Autonomy Act" (Act 13) of 1970. The

evidence would suggest, however, that the adoption of collective bargaining has been responsible, at least in part, for the failure of the plan for decentralization outlined in Act 13. Indeed, the centralized bargaining arrangement adopted in 1971 appears to have facilitated increased centralization of decision making. The roles of various state level constituencies in the bargaining process are therefore important elements in any endeavor to understand the governance of the state colleges and university under collective bargaining.

The present section is divided into four parts. The first is a discussion of the role of the governor's office. Next, the authors discuss the role of the Department of Education. Included in this discussion is an analysis of the involvement of the Board of State College and University Directors (SCUD) and the Board of State College and University Presidents in the collective bargaining process. Third is an examination of the role and activity of the central Association of Pennsylvania State College and University Faculty (APSCUF). The fourth section describes the involvement of the Pennsylvania state legislature.

#### The Governor's Office

As previously noted, the goals of the state administration in the area of public employee relations have been (1) the establishment of broad-based bargaining units, (2) the development of positive public employee relations, and (3) the establishment of centralized executive control over the negotiations process, particularly with regard to economic settlements. These three goals provide a useful framework for examining the involvement of the governor's office in the state college and university case.

The Governor's Office of Administration played the major role on the management side in defining the state college and university faculty unit. Although the petitioning unions never contested the centralized bargaining arrangement, the state administration made it quite clear from the start that it would never agree voluntarily to 14 separate bargaining units. The most important area of dispute in the unit discussions was the status of department chairpersons. The lieutenant governor's personal involvement in the discussion about the department chairperson issue, as well as the resolution of this dispute in the union's favor, are indicative of at least two objectives: (1) the development of a positive relationship with the prospective faculty bargaining agent and (2) the resolution of the unit question without recourse in litigation.

The desire of the administration to promote an effective relationship with the faculty union is further evidenced by the transfer of an office of administration staff member to the Department of Education to assume the role of chief of labor relations at the time when the first contract was signed. It has already been noted, however, that faculty labor relations at both the departmental and campus levels during the first year of the contract were not ideal. The evidence would indicate that the governor's office was instrumental in mid-1973 in encouraging the Department of Education to pay more careful attention to the collective bargaining relationship and to adopt a posture of greater responsiveness to union concerns. The department's change of posture at this point is documented in greater detail below.

Although the governor's office has given the Department of Education a certain amount of latitude both in contract administration and in the negotiation of the second contract, the state administration has carefully

supervised economic settlements across the public sector. Respondents indicate that while the Department of Education played a major role in the negotiation of the second contract, the governor's office maintained control over the financial aspects of the contract. The objectives of the state administration in this regard are apparently twofold: First, there is a desire to standardize economic settlements across the public sector and to avoid the potential whipsaw effect of uneven financial settlements. Included in the second faculty contract is a provision which stipulates that the maximum salary package will be dictated by settlements with other public employee unions for a given year. The second objective of central control over economic settlements, closely related to the first, is no doubt to avoid the political repercussions of inequitable salary settlements across the public sector.

With regard to the funding of faculty settlements, the state college faculty contract contains the following provision:

In the event that any provision of this Agreement requires legislative action to become effective, including, but not limited to, amendment of existing statutes, the adoption of new legislation or granting of appropriations, that provision shall become effective only if such legislative action is taken [our emphasis].

The governor, however, has adopted the practice of signing collective bargaining agreements and committing the state administration to the implementation of financial settlements before additional appropriations have been made. The consequence of this approach has been that the various operating agencies have had to absorb at least part of the cost of negotiated settlements by shifting funds from the nonpersonnel areas of their budgets to salaries.

Although supplemental appropriations for the state colleges have been granted by the legislature each year, the amount has not been commensurate with the cost of negotiated salary increases. The evidence would indicate, moreover, that the governor's office has not supported supplemental appropriations at the level requested. APSCUF has recently submitted a grievance against the state administration for failing to fund faculty salary increases. The administration has responded that this issue is not arbitrable. The PLRB is expected to hand down a ruling on the issue of arbitrability in the near future.

#### The Department of Education

It has already been noted that the Department of Education played a minimal role in the negotiation of the first faculty contract. The current secretary and deputy secretary of education assumed their posts in the middle of these negotiations. Because they had little expertise in the area of labor relations, they decided to adopt a hands-off approach toward the negotiation of the first faculty contract. Indeed, the department's leadership was only minimally involved in the collective bargaining relationship during the first year after the contract was signed.

During the same period (1972-73), the department's new leadership was in the process of reexamining the department's goals. Although many new goals emerged from this process, two appear to be particularly relevant in the present context. The first was a commitment of the new secretary to move the department away from a strictly regulatory role to a role of leadership in Pennsylvania education. Specifically with regard to the state colleges, the secretary and deputy secretary determined that

there was a need to improve the quality of these institutions and to redefine their missions in such a way that each would move in the direction of a special strength in a particular academic area. The evidence indicates that the department's leadership also determined that centralized decision making was a prerequisite to the accomplishment of these goals.

Although the department did not initially consider the faculty collective bargaining relationship in light of the above goals, the events of early 1973 prompted a reevaluation of their posture toward collective bargaining. In summer 1973, the secretary and deputy secretary discovered that the department had been losing the vast majority of faculty grievances submitted to arbitration during the first year (Hornbeck 1974, pp. 11-12). Moreover, the department was also receiving some criticism for the first faculty contract which was perceived by many to have been a "giveaway." These circumstances convinced the department's top management that (1) it had to become more intimately involved in negotiation of the second contract and (2) the centralized bargaining arrangement might be a useful mechanism for accomplishing some of the department's goals for the state colleges.

During the summer of 1973, the secretary of education persuaded the governor to appoint a management consultant, with whom the secretary had been working, as chief negotiator for the second faculty contract. In September of that year, approximately one year before the termination date of the first contract, the department formed a labor policy committee to prepare for the second round of negotiations, due to start in early 1974. The committee was chaired by the deputy secretary of education and



was staffed almost entirely from within the department. The deputy commissioner of higher education, the coordinator for state colleges and universities, and the director of teacher certification represented the Office of Higher Education. The committee also included the department's director of personnel and the chief of labor relations. One state college president represented the board of state college and university presidents. The labor policy committee drafted a contract proposal that was placed on the table by the management team at the first formal negotiating session in February 1974.

At the same time that the labor policy committee was developing this contract proposal, the department took a number of steps to develop a better working relationship with the faculty union. The first step was a series of informal meetings with the APSCUF leadership in preparation for the formal negotiations. The second was a move to involve APSCUF in the planning efforts then in progress at both the departmental and state college levels. APSCUF involvement in the planning process is probably the first concrete expression of the department's willingness to encourage union participation in the policy-making process.

The background of the planning agreement is worthy of note. In January 1973, the commissioner of higher education announced that the state colleges would be asked to develop institutional master plans that would speak to the direction in which these institutions, both collectively and individually, should move. The initial guidelines for these planning efforts, distributed in the spring of 1973, provided that each college president should establish a planning commission on his campus. The plans developed by these commissions would subsequently be reviewed

at the departmental level. APSCUF apparently became concerned over prospective program changes that might have an impact on the future professional direction and security of the state college faculty.

At the same time that APSCUF was pressing for participation in the planning process (fall 1973), the State College and University Board of Directors (SCUD) was becoming alarmed about the prospect of inadequate state college and university funding for the 1973-74 academic year. As described in greater detail below, the SCUD board adopted a resolution in October 1973, which would have resulted in retrenchment of state college faculty in the absence of additional appropriations. The department overruled the SCUD board retrenchment resolution and seized the opportunity to gain APSCUF participation and support for the planning effort. In November 1973, the department signed a statement of mutual understanding with APSCUF which promised that there would be no retrenchment through the 1974-75 academic year, in exchange for which APSCUF would become involved in the planning effort. APSCUF also agreed to join the department in a commitment to seek a goal of a 5 percent shift of current resources to make "substantial changes" in the educational program activities for 1974-75, consistent with the approved institutional master plans.

With the planning agreement in place, the negotiations for the second faculty contract ensued in a relatively nonadversarial manner. In the view of the deputy secretary of education, the contract which emerged in the summer of 1974 reflected a mutual concern for some of the major issues confronting the state colleges (Hornbeck 1973, p. 13). The details of this agreement have been described earlier in the present

text. It is worth reiterating, however, that one of the major accomplishments of the second agreement was to provide mechanisms whereby the department and APSCUF could work together on policy issues confronting the state colleges. In addition to joint committees on promotion, tenure, teaching evaluation, and distinguished teaching awards, the contract also provided for a state level meet and discuss arrangement whereby the parties could address issues of mutual concern on a regular basis.

Although the expansion of the collective bargaining relationship at the state level has been a mutual endeavor of the department and APSCUF, the major initiative has come from the department. The goals of improving quality and moving toward program diversification have been served well by this central union-management relationship thus far. Whether or not this relationship will continue to be productive for both parties remains to be seen. Certainly, the retrenchment process set in motion in the summer of 1975 will produce some strains in the state-APSCUF relationship.

#### The Board of State College and University Directors (BSCUD)

The consequences of the above developments for the SCUD board, established by Act 13 of 1970, have been most interesting. It is important to note that the establishment of the SCUD board almost coincided with the development of faculty collective bargaining in the state colleges. Indeed, the first SCUD board meeting occurred during the same month in which APSCUF submitted its petition for recognition as the faculty bargaining agent, January 1971. Hence, one can only speculate about the role that the SCUD board might have assumed in the absence of collective bargaining.

It will be recalled that Act 13 established the SCUD board in response to the growing concern about the lack of coordination and the fragmentation of state college policy making. The purpose of the board was to establish broad fiscal, personnel, and educational policies under which the state colleges would operate. Even without collective bargaining, however, the SCUD board would have confronted a number of obstacles in performing this role, not the least of which was traditional departmental control of the state colleges. In addition, the board is staffed and its agenda set solely by the Department of Education. Nevertheless, some observers believe that the major reason the SCUD board has failed to achieve the role outlined in Act 13 is that collective bargaining has become the major policy-making mechanism for the state colleges and the SCUD board's policy role has been usurped in the process.

The SCUD board has been only minimally involved in the negotiations of the faculty contracts. During the first negotiations, the SCUD board set up an ad hoc committee on negotiations. The committee had considerable difficulty, however, establishing communication with the management bargaining team. According to the board's minutes of February 12, 1974, the SCUD board had no opportunity to review the department's proposal for the second contract before that proposal was forwarded to APSCUF in February 1974. The board's lack of input into the negotiations process appears to have seriously impaired its role in the policy areas outlined in Act 13.

Following the ratification of the first contract in September 1972, the SCUD board's first major confrontation with the collective bargaining agreement was over the issue of tuition remission for state college and

university faculty dependents. In a supplement to the first faculty contract, the parties agreed that tuition remission was a matter to be decided by the local boards of trustees. Interestingly, the SCUD board subsequently took the position that tuition remission was a negotiable issue and that no decision should be made on that issue until the parties met once again at the bargaining table. The department supported the SCUD board's position, but APSCUF grieved it. The decision of the arbitrator was that the department should stand by the supplemental agreement of September 1972. The department questioned the legality of the board of trustee's role in this matter and delayed a withdrawal of the SCUD board resolution for several months. A subsequent grievance by APSCUF on the same issue resulted in a ruling by the arbitrator that (1) the state administration should have considered the legality of the trustee role before it signed the agreement and (2) in order to redress the negative attitude toward tuition remission created by the department, the department should now recommend that the board of trustees exercise their prerogative to consider this issue (Commonwealth of Pennsylvania vs. APSCUF/PAHE, July 1974).

The next major confrontation between the SCUD board and the collective bargaining agreement occurred in October 1973. As previously noted, the SCUD board was concerned during this period about the lack of supplemental funding to cover the cost of negotiated salary increases at the state colleges. As a result, they issued a resolution which called for the retrenchment of nontenured faculty--and possibly some tenured faculty as well--in the absence of additional appropriations from the legislature. By this time, however, the Department of Education had decided to move

toward a more cooperative relationship with APSCUF, and the secretary of education was successful in getting a ruling from the attorney general that the SCUD board retrenchment resolution exceeded the board's statutory authority. In this instance, the department essentially told the SCUD board that it was committed to abide by the faculty contract and that the contract superceded the authority of the board.

Some observers believe that the failure of the SCUD board to move toward the role outlined in Act 13 is also a result of the board's lack of independence from the Department of Education. During its efforts to clarify its own role during 1972, the SCUD board became interested in a proposal to establish a separate administrative structure and board of regents for the state colleges which would operate outside of the jurisdiction of the secretary of education. The initial proposal was developed in October 1972 as "The State College Act of 1973." The name of the proposed administrative entity was subsequently changed to "The Commonwealth University" and the proposal was finally submitted to the legislature and referred to the Senate Education Committee in June 1974. At this writing the bill still has not been reported out by that committee.

The configuration of support and opposition to The Commonwealth University illustrates the past and present positions of a variety of constituencies concerning the governance of the state colleges and university. APSCUF has become interested in the bill as a means of developing a more unified political front for the state colleges and university in the state capital. Campus administrators have favored the bill as a means of removing the state colleges and university from

the jurisdiction of the Department of Education. There is also concern among administrators, however, that a new central administrative structure would continue to exercise excessive control over state college and university governance. Although there is some disagreement among top managers in the Department of Education about the bill, the secretary of education and the commissioner for higher education support the bill as a means of relieving the department of the administrative burden of the state colleges.

The legislature is concerned that the bill's advocates are primarily interested in developing greater political clout at appropriations time. Moreover, the new entity might prove to be just one more financial burden on the state budget at a time when the state resources have already been stretched to their limits. As one senior state official noted, the coalition of support for the Commonwealth University bill is far from solid. Nevertheless, the bill is still under active consideration in the legislature.

#### The Board of Presidents of the State Colleges and University

The Board of Presidents, which dates back to 1925, was recognized as a major policy-making body for the state colleges in the School Code of 1949. Formally speaking, the board has always been advisory to the secretary of education (formerly the superintendent of public instruction). A perusal of the board's minutes from the 1960s, however, indicates that the board exerted considerable influence in both educational and personnel policies. When Act 13 was passed in 1970, the Board of Presidents was given the responsibility of advising the SCUD board. The evidence indicates that the Board of Presidents' new role under Act 13,

when combined with its lack of involvement in the collective bargaining process, has led to a substantial reduction in its influence over policy.

Formally speaking, the Board of Presidents has always been represented in the development of management policy in the collective bargaining process. One of the presidents participated in the unit determination discussions in 1971. Two state college vice presidents represented the Board of Presidents on the first management bargaining team. A state college president sat on the department's labor policy committee that developed the proposal for the second faculty contract. Moreover, a state college administrator was included on the second management bargaining team. Most respondents agree, however, that the presidents have exerted little influence over management decisions in the collective bargaining process.

A number of explanations for the lack of influence by the Board of Presidents have been suggested by various observers. One has been the concern for secrecy during the negotiations process. Another has been the inability of the presidents to develop a united front on issues placed on the bargaining table. Perhaps most important has been the desire of the individual presidents to maintain the institutional character and autonomy of their respective colleges in the face of departmental pressures for greater centralization and standardization of policy. Most observers agree that the state college and university presidents, both collectively and individually, have experienced a considerable loss of influence under collective bargaining.



The Association of Pennsylvania State College and University Faculty (APSCUF)

In contrast to the presidents, perhaps the major benefactor of the collective bargaining arrangement has been APSCUF. Even before collective bargaining, many observers report that APSCUF was one of the more effective lobbying organizations in Pennsylvania. Although APSCUF had ties with PSEA in the early 1960s, it broke away from PSEA around 1964 and operated independently for several years. When it became apparent in 1970 that Act 195 was destined for enactment, APSCUF discussed affiliation with AAUP, AFT, and PSEA. The result of these discussions was a decision to reaffiliate with PSEA. APSCUF subsequently affiliated with NEA in 1973 and now plays an active role on the Higher Education Council of the NEA.

APSCUF reaffiliation with PSEA in 1970 led to the designation "Association of Pennsylvania State College and University Faculties/ Pennsylvania Association of Higher Education" (APSCUF/PAHE)--PAHE being the higher education component of PSEA. After APSCUF established itself as an organization with its own budget and staff, however, it took the position that PAHE was a participant in name only. Subsequent affiliation discussions in 1974 led to an agreement that the name PAHE would be removed from the organization's title, but that "APSCUF Incorporated" would continue to operate as an independent affiliate of PSEA. Although APSCUF maintains a commitment to operating with a maximum degree of autonomy, it is unlikely that it will sever its ties with PSEA, which is one of the most powerful lobbying organizations in Pennsylvania.

Internally, APSCUF has long had strong organizational roots at the campus level. The centralized collective bargaining relationship,

however, necessitated increased centralization of decision making within the organization. While some local APSCUF leaders recognize the need for centralized decision making in order to deal effectively with the state administration, others have expressed concern about the lack of campus-level input in negotiations. These differences in perceptions are attributable, in part, to the fact that some campuses have apparently played a more active role in central APSCUF activities than others.

The "federalism vs. localism" debate came to a head in early 1975 when the executive director pressed for amendments to the organization's bylaws that would facilitate an increased centralization of decision making. Some respondents indicate that the bylaw changes which emerged did not formally accomplish that goal. It is quite likely, however, that these discussions led to an airing of concerns that had been harbored at both the central and campus levels. Apparently, the central APSCUF organization emerged with its previous level of authority intact.

Although localism has been a concern among local APSCUF leaders, it is apparent that APSCUF has maintained a reasonable level of grass root support by effectively representing and promoting the interests of its constituency. The first faculty contract (1972) resulted in substantial economic gains for the state college and university faculty. Moreover, APSCUF, for a variety of reasons discussed above, has established itself as a participant in intracontractual policy making activity at the state level. The retrenchment process now underway represents the most significant challenge, thus far, to APSCUF's ability to protect the interests of its constituency. APSCUF's ability to weather this storm will no doubt be a significant factor in future APSCUF-campus and APSCUF-state administration relationships.

### The Legislature

There are three major elements in the legislature's involvement in public employee relations since the adoption of Act 195 in 1970. The first is the process of legislative review. The second is a concern in the legislature about its lack of involvement in the collective bargaining process. The third is the legislature's role in funding collective bargaining agreements. As will be seen below, this last element (i.e., the appropriations process) is the vehicle by which the legislature has had most of its contact with the state college and university case.

Primarily in response to the concern of some legislators about the strike provision of Act 195, the legislature appointed a joint legislative committee to examine the progress of Pennsylvania's public employee relations under Act 195 in October 1973. As noted earlier, the committee reported in late 1974 that Act 195 was functioning adequately and that it would be premature to consider any legislative amendments at that time. The committee determined that the incidence of strikes had not been excessive, that most of the problems experienced under the act were related to the complexities of administering the law, that it was impossible to isolate the costs of collective bargaining, and that the scope of bargaining was probably best left to the development of further case law in this area.

The only specific outcome of the committee's investigation was the enactment of two pieces of legislation in response to concerns expressed by a number of constituencies in the committee's hearings. The first was an act amending the Pennsylvania Administrative Code to allow the state executive board to establish holidays and leave policies. Previously, the legislature had been responsible for these policies, making

it difficult to deal with these issues in public employee negotiations. The second was an act amending the state Civil Service Act which provided that collective bargaining agreements would supercede the Civil Service Act with regard to furloughs, promotions, and seniority. In essence, these two statutes represented a small step in the direction of eliminating existing and potential conflicts between previous legislation and collective bargaining agreements.

The second statute mentioned above (Act 226 of 1974) also included a clause that provided for a legislative staff observer in public employee contract negotiations. This represents the only successful effort among many to provide a role for the legislature in the collective bargaining process. Interestingly, it appears at this writing that the legislature has not yet taken advantage of this opportunity.

The lack of legislative involvement in collective bargaining, despite numerous concerns in this regard, is a matter of some interest. According to one senior state official, the state administration initially persuaded the legislature that collective bargaining was an executive function, and the legislature appears to have accepted this position (Lench 1972, pp. 14-15). Although the legislature subsequently became concerned when the governor adopted the practice of implementing collective bargaining contracts without consulting with them over financial implications, they have apparently been reluctant to take a more active role.

Observers inside and outside the legislature offer a number of explanations for the legislature's reluctance to become involved in collective bargaining despite the above-mentioned concerns. One argument is that the legislature would find it difficult not to fund an

agreement in which it had participated, despite the fact that it did not have a controlling voice in approving that agreement. Others believe that collective bargaining is appropriately an executive function and that the proper role of the legislature is determining the extent to which an agreement will be funded by the appropriation of additional monies and/or the cost absorbed into existing administrative budgets. Still others argue that legislators do not have time to become adequately informed and involved in the negotiations process. A few respondents indicated that the various public employee unions would resist legislative involvement. Interestingly, the head of the state's largest public employee union (AFSCME) has indicated that he would favor legislative involvement in order to insure the funding of negotiated salary increases.

The Pennsylvania Association of Colleges and Universities (PACU) has argued that the ratification of collective bargaining agreements should be preceded by legislative action on the appropriations needed to fund these agreements ("A Proposal for Financing Higher Education in the Commonwealth" 1973, p. 20). The PACU recommendation reflects the fact that public institutions of higher education, as well as other operating agencies of the state, have experienced significant budgetary pressures as a result of the legislature's failure to fund the full cost of negotiated economic settlements. As previously noted, the governor's office has not advocated the full funding of these financial settlements. The primary reason that the legislature has failed to provide full contract funding appears to be that the extra monies simply are not available and/or there are other priorities which must take precedence. However, some legislators perceive that there has been excessive waste in

the state colleges and university. In addition, many legislators were annoyed when it was disclosed in the spring of 1975 that Pennsylvania state college and university faculty are now some of the highest paid faculty in the country (The Chronicle of Higher Education, June 9, 1975).

The legislature's concerns in this regard were highlighted by the overwhelming support in the House of Representatives for a number of amendments to the 1976 state college appropriation that would have provided for retrenchment, a ceiling on starting salaries, and the elimination of tuition waivers for faculty dependents. These amendments were subsequently eliminated by the senate, but the message conveyed remains clear. The legislature is concerned about the rising cost of higher education in the face of increasing pressures and other more critical demands on the state budget at the present time. These circumstances are likely to have a significant impact on future economic settlements with the state college and university faculty as well as all other public employees.

### Summary

Four major points can be made about the roles of external constituencies in the state college and university case. First, the integrity of collective bargaining as an executive function has been maintained, and this has resulted in increased executive control over policy making vis-à-vis the legislature. In some respects, the governor's office has also employed collective bargaining to maintain and/or increase centralization of decision making within the executive branch. It has also employed collective bargaining to standardize personnel policies across the public sector. Second, despite the intent of Act 13, the Department

of Education has employed collective bargaining and planning to maintain and/or increase the centralization of decision making with regard to the state colleges and university. The role of the SCUD board outlined in Act 13 has essentially been preempted by collective bargaining. Third, the state college and university presidents, both collectively and individually, have lost a great deal of influence since the adoption of collective bargaining. In contrast, the state college and university faculty, via APSCUF, have gained a considerable amount of influence in policy making at the state level. Fourth, the legislature has been involved primarily via the appropriations process. Despite concerns in this regard, the legislature has not become involved in the collective bargaining process per se.

## THE COMMUNITY COLLEGES

Pennsylvania has 14 community colleges, governed by local boards and financed on a fairly standard formula basis: approximately 1/3 state funds, 1/3 local funds, and 1/3 tuition. Most of the colleges were established in the nineteen sixties or early seventies. The colleges vary in size from approximately 1,000 students to 13,500 full-time equivalent students. One institution, the Community College of Allegheny County, actually attracts a total of more than thirty thousand students per year.

Although the community colleges all have a mix of terminal programs and four-year college feeder programs, they vary considerably in their emphases on these programs. Some colleges are heavily committed to terminal vocational programs while others enroll half of their students in transfer programs. Some colleges emphasize adult continuing education while other colleges do very little in this regard. Colleges may be located in abandoned industrial buildings, unused public schools, or attractive new campuses. Some community colleges enjoy considerable community support while others were born in community acrimony and find local control and financing traumatic. Some of the early community college leaders were either weak or authoritarian, a not inconsequential factor in unionization.



## ORGANIZING CAMPAIGNS AND UNIT DETERMINATION

Ten of the community colleges are unionized and have negotiated collective bargaining agreements. Formal, although uncertified, bargaining takes place on another campus. The other 3 colleges are involved in some form of informal bargaining. A brief review of the organizing status, campaigns, and unit determination at each of the 14 community colleges follows.

### Bucks County Community College

Faculty at Bucks County Community College (Bucks CCC) enjoyed a measure of shared governance through a faculty senate prior to the passage of Act 195, although it was considered inadequate by many faculty. They approached the question of unionization in a spirit of careful investigation in 1971. At that time, they invited a speaker to outline the alternatives available and explain the possibilities and consequences of collective bargaining. This presentation was followed by talks from the various interest groups seeking to organize the faculty. It soon became clear that faculty support was split between the American Federation of Teachers and a commitment to shared governance without the involvement of a bargaining agent. Some interest was present for the American Association of University Professors. The Pennsylvania State Education Association was not a major contender.

Little controversy existed over the bargaining unit. Librarians, counselors, and coordinators were included; department chairpersons were excluded. Chairpersons were not sought by the local AFT group, which concluded, presumably after estimating votes, that department chairpersons as a group might not be supportive of their efforts.

The first election in 1971 was not decisive. Seventy-four ballots were cast for the Bucks County Community College Federation of Teachers (AFT), 50 for No Representative, and 28 for the Bucks County Community Faculty Association. In the runoff election, 84 ballots were cast for the AFT group and 71 for No Representative.

#### Butler County Community College

Following the enactment of Act 195 in 1970, the president of Butler, at a meeting of the college's professional organization (the equivalent of the faculty senate that also includes both faculty and other professionals at the college), provided an overview of the act and the rights that it afforded to the college's employees. A discussion ensued, and the professional organization faculty contingent, which regularly met separately following the meeting of the organization, voted to develop some type of informal bargaining arrangement. It was also determined that these negotiations would cover salaries and fringe benefits only, retaining for the professional organization the development of, or consultation about, all other college policies and procedures. Any agreement to be reached would apply to the 49 regular, full-time faculty and several nonteaching professionals but would exclude department chairpersons.

By the fall of 1974, a number of faculty had arrived at the conclusion that a more formal bargaining arrangement was necessary for Butler County Community College (Butler CCC). Generally, the faculty could be divided into three different camps: (1) those faculty who desired to continue the internal, informal bargaining arrangements; (2) those faculty who wished to retain the internal bargaining arrangement, but

with a formal certification by the PLRB; and (3) those faculty members who desired affiliation with an external association, specifically the PSEA. A total of five associations were involved, but it was clear that the election was between PSEA and No Representative.

Unit determination hearings were held in 1974 following a petition by the PSEA to the PLRB. The parties had little difficulty with the bargaining unit, which included faculty and most nonteaching professionals, but excluded department chairpersons. It has been suggested that the college sought the inclusion of many nonteaching professionals in the belief that they would generally be opposed to formal bargaining. The election was held in January 1975 with No Representative receiving 27 of the 54 votes cast; PSEA, 24; and two of the other contenders, the remaining 3 votes. In the runoff election in February 1975, No Representative received 31 votes; PSEA, 25.

#### Community College of Allegheny County

The Community College of Allegheny County (CCAC) is a large urban multi-campus institution serving the city of Pittsburgh and its neighboring suburbs and cities. Three campuses operate with their own faculty, facilities, and administrative structure. A fourth activity is conducted from the central administrative office which functions with a single board of control in the center city. Of considerable importance is the fact that Pittsburgh is considered a union city. Considerable labor relations expertise is represented on the CCAC board of trustees by union officials and corporate industrial relations officers.

Initial interest in unionization was present in 1971 among the American Federation of Teachers (which had organized the Pittsburgh

school teachers), the Pennsylvania Association for Higher Education (state-level affiliate of the PSEA), and the American Association of University Professors. The latter group dropped out of contention when it became clear that the race was between PSEA and the AFT. The largest campus, the downtown Allegheny Campus, was known as an AFT stronghold, while the smaller Boyce and South campuses were identified as PSEA centers.

The only serious unit determination question had to do with the status of department chairpersons. The administration favored their exclusion, while the AFT and PSEA favored their inclusion. The problem was difficult because chairpersons at the Allegheny campus were far more active in administration than their counterparts at the other campuses. The PLRB elected to include chairpersons and support professionals in the unit.

The administration took no formal stand during the election campaign. Indeed, it seems reasonably clear that the administration accepted the inevitability of unionization at CCAC.

The election campaign in 1971 was a bitterly contested affair between the AFT and the PSEA (PAHE). The first election resulted in a two percentage point separation of the two contenders. The runoff election was also close, with AFT gaining approximately 55 percent of the vote; PSEA, the remaining 45 percent.

#### Community College of Beaver County

The Community College of Beaver County (CCBC) came to collective bargaining without a formal vote conducted by the PLRB. The Society of the Faculty, an affiliate of the PSEA was active on the Beaver campus.

When the administration instituted discussions with the faculty senate in the 1971-72 academic year, the society filed an unfair labor practice charge with the Pennsylvania Labor Relations Board. After investigation, the PLRB was satisfied that the society represented a majority of the faculty and ordered the college to bargain. The unit recognized by the PLRB was formed by joint certification of the parties and included faculty, librarians, and counselors. The exclusion of department chairpersons and coordinators led the society to seek a unit clarification from the PLRB in 1973. The issue was resolved by mutual consent in January 1974. The college withdrew its opposition to inclusion of coordinators in the unit, and the society withdrew its request for inclusion of department chairpersons.

#### Community College of Philadelphia

The Community College of Philadelphia (CCP) is a large institution servicing over 10,000 students. The principal campus is on the site of a former department store in downtown Philadelphia. Efforts to obtain a large site for an attractive centrally located campus have thus far failed. Recently, the college obtained an abandoned U.S. Mint building and grounds located approximately one mile from its present location. This seven-acre facility is being treated as a satellite campus, but is governed by the same administrative staff as the downtown campus.

The impetus for collective bargaining came from the leadership of the faculty senate existing in 1969-70. A number of senate leaders, who were close to AFT, supported the idea of AFT unionization of faculty and came to AFT with more than one-half the group organized. After discussions with the college administration, the parties agreed to have the

American Arbitration Association conduct an election. (Act 195 was not scheduled to come into existence until some five months after the AAA election.) The unit for the election consisted of full-time instructional personnel, counselors, and librarians. Chairpersons were an issue in the definition of the unit. The union felt they should be included (and still does) but gave up the claim in order to proceed with the election.

The union campaign was a vigorous one that emphasized salaries, governance, and what the union considered to be arbitrary action by the administration in terminating contracts. Like Pittsburgh, Philadelphia is considered to be a union city. In fact, the secretary-treasurer of the Pennsylvania AFL-CIO is a member of the college's governing board. The college elected not to run an active campaign, and the union won an easy victory.

During negotiations for a later contract, the union sought to file an unfair practice charge with the PLRB. At that time, it learned that it lacked status with the board inasmuch as the unit had never been certified. Following the completion of contract negotiations, the parties jointly applied for and received a certification of the existing unit by the PLRB.

The union remains interested in the status of department chairpersons and is also interested in including part-time and visiting faculty in the bargaining unit. It should also be noted that the local represents (under a separate agreement) clerical and paraprofessionals at the college.

#### Delaware County Community College

Delaware County Community College (DCCC) is located in Newton Square, a suburb of Philadelphia, and has recently moved from temporary facilities

in Media. The college is supported by 11 of the school districts in the county. Chester, the largest district, is a nonsupporter. Students of supporting districts pay one-half tuition, while those from nonsupporting districts pay full tuition despite the fact they are residents of the county.

Interest in organization has existed since 1969 but encountered little early support. Support grew as a result of several factors. First, there was significant turnover in administration at the dean's level. Second, the faculty perceived the administration as unresponsive to recommendations of faculty committees. Finally, the salary issue brought many faculty members into a supportive position. The Professional Standards Committee, a faculty advisory committee, at the urging of the president, undertook a lengthy salary study and finally made recommendations that it considered to be moderate. These recommendations were rejected by the administration, and the faculty turned to formal organization.

PSEA was the vehicle selected by the faculty to carry their cases to the PLRB. Neither AAUP nor AFT were significantly active at DCCC; the PSEA maintained a low profile and the campaign was largely handled by local personnel. The administration opposed unionization, stressing the loss of individuality inherent in organization, and the belief that financial gains were not likely to be any greater with unionization.

Department chairpersons were the major issue in unit determination. The PLRB ruled against their inclusion and an election was held in May 1974. Of the 82 votes cast, 56 went to PSEA, 13 to No Representative, and the remaining votes were challenged. The PSEA now represents a unit composed of faculty, counselors, and librarians.

### Harrisburg Area Community College

Although some discussions have taken place with PSEA and AAUP by faculty members interested in organization, no formal campaign has been mounted at Harrisburg Area Community College (HACC).

### Lehigh County Community College

Following a short uncontested campaign, PSEA easily won an election in December 1970 as the bargaining representative for faculty, librarians, counselors, and coordinators. Division chairpersons were excluded from the unit.

The issue of chairpersons arose during the 1973-74 academic year. PSEA sought a unit clarification from the PLRB in order to include chairpersons. The request was denied. During the year, retrenchment of two faculty members was announced. During the 1974-75 negotiations, the PSEA insisted that for retrenchment purposes chairpersons not carry seniority for any portion of their term. This issue was won by the union after a strike, although money was the major issue. Subsequently, all division chairpersons resigned and a diminished chairperson's position, entitled coordinator, was created by the college.

### Luzerne County Community College

PSEA was invited by the faculty to come to the campus in 1971 by a faculty contingent who objected to what they considered to be the arbitrariness of the president of Luzerne County Community College (LuCCC).

PLRB hearings focused on the status of department chairpersons and a position entitled coordinator of developmental studies. The PLRB ruled that chairpersons and the coordinator were not to be included in



the unit. All other nonsupervisory professionals were included in the unit. The outcome of the election was a foregone conclusion, and the college did not conduct a campaign. In May 1971, PSEA was designated bargaining agent in an election in which it captured 45 votes and only 2 were cast for No Representative.

In the 1973-74 academic year, the board of trustees removed authority for final decision on appointments from the chairpersons and the president. The PSEA thereupon sought a unit clarification from the PLRB that resulted in the inclusion of chairpersons in the bargaining unit.

#### Montgomery County Community College

Montgomery County Community College (MCCC) is one of the three community colleges in Pennsylvania that do not engage in formal bargaining. Although there has been periodic interest in unionization, a high level of trust between the faculty and the administration has produced an informal bargaining structure that appears to satisfy the interests of most faculty members.

#### Northampton County Area Community College

The president of Northampton County Area Community College (NCACC) is a strong believer in shared governance, and under his leadership many appropriate instrumentalities were structured following the establishment of the college in 1967. In 1970, the faculty informed the administration that they had sufficient cards to call for an election. PSEA, AFT, and AAUP were all interested parties. A series of discussions ensued during which a faculty association was formed. In a spirit of cooperation, the parties worked out a detailed agreement that was

ratified by both the trustees and the faculty. Since then, the parties have continued uncertified bargaining, but at a level which can only be characterized as formal bargaining. Hence, NCACC is classified as a college at which formal bargaining takes place, albeit with an uncertified agent.

#### Reading Area Community College

Reading Area Community College (RACC) is a small school born in strife. In 1971, the voters of Berks County rejected a referendum proposal to establish the institution; then Reading School District voted to establish the institution in 1971. The vote was close and the members of the board who supported the establishment of RACC have since been voted out of office. Funding has been precarious, and the school operates in four separated, abandoned public school buildings in Reading.

In 1973 the faculty and administration worked out a revised set of school policies. The trustees thereupon adopted policies as unilaterally revised by the president. An unhappy faculty turned to the AFT and filed for an election. The unit established by the PLRB included faculty and counselors. Later, the parties agreed to include librarians when the library was established.

Although unionization was opposed, no active campaign was conducted by the administration or the trustees. In the November 1973 election, all 11 of the faculty voted for the AFT.

#### Westmoreland County Community College

Westmoreland County Community College (WCCC) is another institution established despite considerable community opposition. Its principal facility is a former Westinghouse industrial plant; the first president

did not enjoy the confidence of the faculty. The faculty senate's Professional Standards Committee worked out a proposed salary schedule for presentation to the board of trustees. At the appropriate meeting of the board, the faculty indicated that they would like to be recognized as an independent association for bargaining and urged adoption of the salary schedule. Following a humiliating rejection of both stands, the faculty turned to unionization. (A number of faculty members believe that presentation of the two issues jointly was a serious error.)

AAUP, AFT, and PSEA were invited to meet with the faculty. PSEA was active; the other groups showed little interest. PSEA filed for an election with the PLRB in 1972. The unit definition was broad; no controversy ensued over department chairpersons. (There were none.) The election resulted in a unanimous vote for PSEA by all 39 voters.

During the negotiation of the first agreement, department chairpersons were established but with full-time, academic loads. They were the subject of a later unit clarification question in 1973 but are still in the unit.

#### Williamsport Area Community College

Considerable acrimony was present in 1971 at Williamsport Area Community College (WACC) between a substantial minority of the faculty and the administration over matters of economics, governance, and job security. Leaders of the dissident faculty group invited the PSEA in, and an election was filed for with the PLRB. The PLRB unit determination found faculty, counselors, and librarians appropriate for the unit but excluded department chairpersons as first-line supervisors.

Although the administration and trustees carried out no formal campaign, the president of the WACC made his opposition to unionization clear to faculty members. The relatively uninvolved majority of the faculty gradually turned toward PSEA, and the election in May 1971 resulted in 102 votes for PSEA and 37 votes for No Representative.

### Summary

Of Pennsylvania's 14 community colleges, 6 are represented by PSEA, 4 by AFT. These 10 all carry PLRB certification. In 1 case (the Community College of Philadelphia), the election itself was conducted by the American Arbitration Association and the unit certified by the PLRB at a later date. Another group was certified by the PLRB after the administration sought to bypass what was clearly a majority union (Community College of Beaver County). One institution, Northampton County Area Community College, although not formally certified by PLRB, enjoys what may be considered a formal bargaining relationship.

The other 3 institutions engage in informal bargaining to some degree. At one of these colleges, Butler County Community College, an election resulted in selection of No Representative. The remaining two colleges, Harrisburg Area Community College and Montgomery County Community College, have not had an election.

The election campaigns have varied from hostile confrontations to situations where both parties saw the election as a formal recognition of faculty desire to organize and bargain. In some cases, faculty organization has occurred when the faculty perceived intrasigent opposition to their interests by the administration, trustees, and/or community.

Bargaining units have also varied. The principal issue at stake has been department chairpersons. Although they have been excluded from most units, the determinations have been made on a case-by-case basis by the PLRB. Their inclusion in three units has had an effect on college administration resulting in redefinition of duties or elimination of the position, per se. Counselors and librarians have customarily been included in the initial certification or as a product of a later unit clarification. Variability exists with regard to the role of activity coordinators. Other job titles have created unit problems on a campus-by-campus basis. Two of the formally certified units may be characterized as broad units that include a variety of other professionals and, in some cases, paraprofessionals. One unit issue of increasing concern to the parties is the status of part-time personnel. They are typically not included in bargaining units, but their role in a period of economic contraction is important.

A summary of elections and unit determination matters follows in Table 1.



TABLE 1  
ELECTIONS AND UNIT DETERMINATIONS AT PENNSYLVANIA COMMUNITY COLLEGES

COLLEGE	AGENT			FAC. ASSN.	CLOSE ELECTION (LOSER)	CHAIRPERSONS IN UNIT	OTHER PROFESSIONALS
	AFT	PSEA	NO REP.				
Bucks County Community College	X				Yes (No Rep.)	No	Counselors, librarians, and coordinators
Butler County Community College			X		Yes (PSEA)	No	Counselors, librarians, and coordinators
Community College of Allegheny County	X				Yes (PSEA)	Yes	Broad coverage
Community College of Beaver County			X <sup>a</sup>		No election	No	Counselors, librarians, and coordinators
Community College of Philadelphia	X				No	No	Counselors and librarians
Delaware County Community College	X				No	No	Counselors and librarians
Harrisburg Area					No election		
Lehigh County Community College		X			No	No	Counselors, librarians, and coordinators
Luzerne County Community College		X			No	No - 1971 Yes - 1974	Broad coverage

TABLE 1 (CONTINUED)

COLLEGE	AGENT		FAC. ASSN.	CLOSE ELECTION (LOSER)	CHAIRPERSONS IN UNIT	OTHER PROFESSIONALS
	AFT	PSEA				
Montgomery County Community College				No election		
Northampton County Area Community College			X <sup>b</sup>	No election	No	Broad, except for chairpersons
Reading Area Community College		X		No	No	Counselors and librarians
Westmoreland County Community College		X		No	Yes	Broad coverage
Williamsport Area Community College		X		No	No	Counselors and librarians

<sup>a</sup>PSEA certified without an election.

<sup>b</sup>Bargaining occurs without a formal certification.

## NEGOTIATIONS, SETTLEMENTS, AND IMPASSE RESOLUTION

Organizing campaigns in the community college system of Pennsylvania reflect a wide variety of historical relationships and philosophical approaches to faculty unionization. As might be expected, these differences carried over to collective bargaining. Some negotiations, while spirited, were conducted in a spirit of realistic accommodation, while others yielded prolonged acrimony. A brief summary of the situation at each college follows.

### Bucks County Community College

Following the election of the AFT as the bargaining representative, the college created a high-level position with responsibility for labor relations. Nevertheless, the leadership of the college negotiating team during two rounds of bargaining was placed in the hands of an outside attorney. The trustees provided management guidelines for negotiations via a liaison committee that worked with the president and other members of the management bargaining team. The AFT effort was led by staff union personnel.

Both the AFT and management agree that a key issue in the 1972-73 agreement was the negotiation of committees for governance structure. This first contract resulted in the establishment of 12 standing committees and represented a considerable change in the college's governance structure. The second contract, covering the 1974-75 period, made some changes in the committee structure and dropped the council of committee chairpersons in favor of a smaller, more workable advisory committee to the president. The union holds a majority of votes on these committees, but final resolution of differences lies with the trustees.



The first agreement created a salary schedule and provided for across-the-board increases by rank ranging from \$550 for instructors to \$850 for professors. The second agreement provided for an across-the-board increase for all personnel of \$1,000 in 1973-74 and \$800-\$1,000 for the following academic year.

Nonrenewal of a faculty member's contract takes place only for cause. Disputes over the appropriateness of cause are resolved by the trustees. Nonrenewal of a tenured faculty member's contract was made subject to arbitration.

The first two contracts were negotiated without outside mediation or fact-finding. No strike took place. Negotiations for the third agreement, effective in 1975, were led by internal personnel on both sides of the table, involved the use of mediation, and resulted in a strike. (The strike took place after the September 1, 1975, cutoff date for this study.) It must be noted that economic conditions were far more stringent in the most recent negotiations than they were in the first two rounds of negotiations.

#### Butler County Community College

The Butler County Community College Faculty Organization, a component of the college's professional organization (composed of faculty and professionals) worked out an agreement with the president to negotiate wages and fringes in 1971. The trustees agreed to this arrangement and established a four-person bargaining committee to advise the president. When the faculty committee and the president had come to terms, a two-year package was presented to the faculty for vote and adopted. The trustees approved the terms of the agreement which called for

6 percent salary increases in each of the two years of the agreement. No legal counsel or other outside personnel were utilized by the negotiators.

In 1973, a similar bargaining process was conducted. Once again, the scope of issues was limited to salaries and fringe benefits. A two-year agreement was concluded with increases of 5.5 percent for each year. One difference in the 1973 negotiations was the elimination of any contact between the faculty bargaining committee and the faculty as a whole. Apparently, the committee determined that it had been authorized to bargain a final package without faculty advice or ratification. The attitude of the committee was cited as an important factor in the call for a bargaining agent election. As noted in the earlier section, this resulted in a close victory for No Representative over the PSEA. The parties then resumed informal negotiations that are expected to cover a broader range of fiscal issues than past negotiations.

#### Community College of Allegheny County

Following the certification of the AFT, the parties commenced bargaining in 1972. The administration team was led by an outside attorney, but chaired by the dean of administration. The union team was led by the president of the local with staff assistance from the AFT. Both teams expanded during negotiations to include approximately one dozen bargainers on each side. Both teams prepared extensively for negotiations.

The first negotiations involved some 50 to 60 meetings. Just prior to the start of the 1972-73 academic year, many items were resolved. High on the union priority list were the financial package and the

procedure for student evaluation of faculty. Management was concerned with economic matters, management rights, department chairpersons, governance, and faculty evaluation. AFT leadership called a membership meeting at which they were prepared to recommend delay of a possible strike; the membership, however, was aroused and a strike was called.

Both parties are in agreement that the state mediator was an important facilitator in settling the first strike that lasted approximately one month. During the course of the strike, the students sued both the college and the union. The judge who handled the case used a leverage of a potential court ruling to expedite the mediation efforts by delaying his decision as long as progress occurred during the negotiations. In the end, the judge rendered no decision as the case was moot. Observers believe that neither side can be perceived as winning the strike.

The parties entered the second round of negotiations with some lessons learned by experience. For example, they limited the size of their bargaining teams to approximately six members each, but retained the leadership of the first round of negotiations. Once again, however, the parties entered into protracted and lengthy discussions which replicated the 50 to 60 session marathon of the first negotiations. Impasse issues were financial benefits, work load, and retrenchment for the AFT, while the administration was concerned with economics, productivity, and management rights. The college elected not to open its doors until the contract was settled, and the AFT went to court charging an improper lockout. A mediator had been assigned but did not become actively involved because the judge took it upon himself to mediate. Essentially, he worked with the attorneys for both sides and held his ruling on the

lockout as the quid pro quo for an agreement. After approximately two weeks, the parties settled with no ruling being made on the lockout.

Both agreements provided financial packages estimated at approximately 9.5 percent over the life of the agreements. The second agreement was for three years with regard to nonfinancial matters but provided for a salary reopener in the third year of the agreement.

Both sides agree that tenure and promotion following specified procedures are more clearly defined and more manageable administratively. The second agreement, while stopping short of tenure quotas, specifies the number of faculty who may be promoted in any one year.

#### Community College of Beaver County

Bargaining at the Community College of Beaver County has traveled a difficult route. It will be recalled that the college was ordered to bargain with the majority PSEA by the PLRB after the association filed charges that they were being bypassed. The first agreement took 14 months to negotiate; it was not settled until November of 1972. The second contract negotiations commenced in September of 1973 and were not completed until August 1974. For the latter agreement, there were approximately 40 to 50 negotiating sessions, with heavy emphasis on the last three months.

The college administration took a strong position from the beginning about limitations to the scope of bargaining. Its view was strictly constructionist. The contract, while fairly detailed in the areas covered, tends to be narrower in scope than contracts found at other institutions. Surprisingly, the grievance procedure provides wide latitude for grievances by providing recourse against arbitrary or capricious actions with respect to college policies.

The initial agreement provided for an increase of \$150, retroactive to the 1971-72 year and increases of \$750 and \$900 for the following two years. The second agreement provides for increases in the amount of \$1020 across-the-board in the 1974-75 year, and \$1125 for the following year.

PSEA supplied a staff representative to lead the negotiations, while the college used internal talent. In the first agreement, the board attorney, who was serving as interim president, led the administration team. Mediation was utilized in both agreements, but was not considered valuable. The cost of the union's proposal for the second contract was estimated by the college at \$3,000,000 and was labeled unreasonable. The parties also had considerable difficulty with classifications such as practical nurses and the industrial mechanics staff who were on twelve-month contracts but were being paid on the same scale as the academic year faculty. All contracts were placed on an academic-year basis with provision for summer pay for those required to work throughout the year.

As the second contract negotiations came closer to the opening of the college, the administration made clear its determination to close the school if no contract was reached. The faculty were particularly upset when they learned that members of the administration were receiving training in riot control procedures. To the best interests of all concerned, the parties reached an agreement and averted what might have become a distinctly unpleasant situation.

#### Community College of Philadelphia

Labor relations at the Community College of Philadelphia have been stormy. Following the college's acceptance of the union as a bargaining

agent after the American Arbitration Association election, the parties entered into bargaining. The management team was led externally and the union team was led internally. The negotiators were widely separated at the start of the 1970-71 academic year, and the AFT called a strike. The strike, lasting for 10 days, was called off by the union when its illegality was pointed out. (Act 195 was not due to go into effect until the following month.) The union subsequently followed Act 195 procedures (except for a one-day stoppage in October 1970) including acceptance of mediation. With negotiations still deadlocked, the union called a strike in December 1970 that lasted for five weeks. The strike was the first legal strike for public employees under Act 195.

The overriding issue in the strike was money. Faculty salaries were conceded to be low at the time of the strike. Other unresolved issues included faculty teaching loads, governance, the dismissal of a teaching assistant, and inclusion of department chairpersons in the unit. Although the administration was concerned with protection of management prerogatives, there were no serious scope problems.

The union won substantial increases averaging approximately 25 percent in the first year of a two-year agreement. Second-year increases averaged 10 percent. New salary minimums were established. A number of joint committees were established to provide faculty participation in governance. Department chairpersons remained out of the unit, but their selection was to be the product of a joint process. The agreement requires that the division director and an elected committee agree on a candidate. No provision is made for their disagreement or for the rejection of a candidate by the provost. The important issue of work load was

left unchanged at 15 credit hours. The parties, however, negotiated a clause which was to become the focal point of the next negotiations. The clause in question read, "Effective for the 1972-73 academic year a program of twenty-four (24) hours shall be implemented. . . ."

Class size was set on the basis of a standard class size of 32, with some exceptions. The agreement provided for arbitration of grievances. Essentially, no change was made in the tenure procedure, but promotion to the rank of assistant professor became automatic with the granting of tenure.

Prior to the second negotiations, the college added a skilled professional in labor relations to its staff. Both sides prepared extensively for negotiations. Bargaining was protracted, involving some 55 sessions and a seven-week work stoppage. Before the 1972-73 academic year, the college announced that failure to reach an agreement would result in cancellation of the semester. There was no agreement at the start of the semester, and the college did not open. Mediation efforts were unavailing and the students filed a suit to compel the college to open its doors. The judge who received the suit elected to mediate, pending his decision on the suit. When his efforts failed, he appealed to the City of Philadelphia for assistance. Mayor Rizzo dispatched his labor-relations chief who also entered into mediation. At this point the state mediator, the judge, and the city mediator were all in the picture. According to the parties, they worked well together and were of considerable assistance in bringing order out of a very difficult situation.

The principal issue was the "promise" of a twelve-hour work load. The final settlement involved a trade-off whereby the standard class

size was raised to 36 in exchange for the twelve-hour teaching load. The agreement was for three years and provided for increases averaging 5.5 percent for the first two years plus a salary reopener, subject to arbitration, for the last year. The parties translated the first increase into \$650 across-the-board. The second 5.5 percent was handled by giving ranks of instructor and below 5.5 percent while the higher ranks received one-third of the total package across-the-board, and the remainder of the increase was distributed according to an equity formula based on experience and schooling. The parties were later unable to agree on the salary reopener, and an outside arbitrator awarded a 9 percent increase.

#### Delaware County Community College

Although the bargaining unit led by PSEA was certified in May 1974, no agreement has yet been reached by the parties at the time of this writing. The college instituted an 8.5 percent increase in 1974. In 1975 the union sought an increase retroactive to that year in addition to increases for the two following years. The college did not consider a retroactive increase appropriate.

In bargaining, a problem arose over scope. PSEA was interested in a broad range of issues that the college considered management prerogatives. Negotiations were conducted, however, on the matter of class size. The union sought a class size of approximately 30. The administration advocated that class size should vary according to the circumstances, with a maximum of 45. The administration team is led by an outside attorney; the PSEA team is led by the president of the group. Although the parties generally appear to respect each other, the union has become increasingly



concerned about the lack of deliberate speed in consummating the negotiations. Members of the bargaining unit gave their negotiators authority to call a strike.

#### Harrisburg Area Community College

The faculty at Harrisburg Area Community College are not represented by a collective bargaining agent. A limited form of informal negotiations takes place in a joint faculty-administration committee on salaries and fringe benefits. The activities of this committee are better characterized as discussions than as negotiations.

The faculty as a body appear to be opposed to unionization. In addition, the college has a healthy enrollment, community support, and adequate financing. Both sides appear to be satisfied with the system. It is worthy of note, however, that the joint committee has a faculty majority. Should economic conditions become less favorable, the potential is there for serious disagreement should the committee's output not prove acceptable to the administration.

#### Lehigh County Community College

Following certification of the PSEA at Lehigh County Community College, the parties engaged in reasonably quiescent bargaining until 1974. The 1971-72 agreement provided that any faculty member with two or more years' service could not be dismissed except for cause. Both teams worked with internal spokespersons.

In 1974, the PLRB affirmed the exclusion of division chairpersons from the bargaining unit. In bargaining, the PSEA argued that division chairpersons were not to accumulate seniority for retrenchment purposes while they were out of the unit. The college wished division

chairpersons to receive such seniority protection. In addition, the parties were widely separated on the financial bargain and length of the agreement. The administration wanted a multi-year pact, but PSEA wanted a one-year agreement. There was also a difference of opinion about the manner in which salary increases were to be distributed to junior and senior faculty.

Following unsuccessful mediation, the college elected to open for the 1974-75 academic year. The association thereupon called a successful ten-day strike. The financial outcome of the strike was an average increase of 13.2 percent. (The college had offered 8 percent prior to the strike.) Division chairpersons were not to receive seniority while out of the unit, benefits were distributed essentially according to the association formula, the administration guaranteed no retrenchment, and the agreement was for a one-year period.

Both parties perceive the bargain as a substantial association victory. The college has regrouped and is expected to plan its future bargaining strategy on the assumption of considerable faculty strength.

#### Luzerne County Community College

At Luzerne County Community College, management has reacted to faculty proposals by drafting a counter-proposal. The association seeks considerable faculty input and then has its negotiating team put together a proposal. Both teams have been led by internal personnel.

The parties have bargained effectively, generally requiring no more than 15 sessions to consummate an agreement. The three agreements made have all taken place with the assistance of mediators, and the parties report that the mediation assistance has been useful.

The first agreement for 1971-73 provided for an increase of 8 percent or \$800, whichever was greater, in the first year of the agreement, and 10 percent or \$1,000 for the second year of the agreement. The agreement did away with tenure in favor of termination for just cause for all faculty. Under the agreement, all faculty members are thus treated equally and can only be terminated for cause. Prior to collective bargaining few policies of the college had been in written form. The collective bargaining agreement became the repository of a wide variety of institutional policy, albeit determined on a bargaining basis. Among these policies in the first agreement were new detailed policies covering retrenchment and promotions.

Promotions have been a particularly thorny issue. In the second year of the first agreement, a number of promotions were made. No funds were available for these promotions. The association protested and lost the argument. A high priority for the second agreement was the establishment of a special fund (\$4,000) to be used exclusively for promotions. The promotion procedure itself was considered faulty by both parties, and they agreed to a moratorium on promotions for the following year (1974-75) while a committee studied the situation. The product of the committee's efforts presumably will appear in a subsequent contract. The study group approach is generally considered desirable in collective bargaining, but the delay in promotions for some faculty members has caused some disaffection.

Issues in the second agreement in addition to promotions were economic matters and evaluation. The agreement provided for a \$520 raise and also included a lengthy evaluation procedure. The third agreement called for an \$800 increase: an increase of \$600 at the start

of the year and an additional \$200 halfway through the year. The promotion study committee was established and a carefully drawn retrenchment procedure was placed in the agreement. The procedure requires a meet and discuss session in October of each year to analyze the forthcoming personnel situation.

The president maintained tight control over management positions on nonfinancial matters during the negotiations for the first two contracts. The trustees appointed the team and reviewed money matters carefully. The president was subsequently removed, and the trustees now maintain close control over negotiation of all phases of the agreement.

#### Montgomery County Community College

Montgomery County Community College and its faculty engage in informal bargaining over financial matters. The faculty-administration relationship is one of the healthiest in the state, and the informal procedure dates back to 1970. Since that year, the Salary, Benefits, and Welfare Committee of the faculty senate has been preparing proposals for management consideration.

Generally, the Salary, Benefits, and Welfare Committee formally surveys its members to ascertain their preferences and priorities for the coming year. This material is studied by the committee at length and is the basis for a report to the full senate. Following approval by the senate the materials are sent to the president, who also distributes them to the trustees.

The trustees next prepare their budget with the faculty proposal in mind. Faculty and administration representatives are present when the budget is reviewed on a line-by-line basis by the county

commissioners. Following approval of a budget at the county level, the trustees prepare a response to the senate proposal. Responses and counter-responses are made by each side until they reach mutual agreement. Increases have generally reflected changes in the Consumer Price Index plus a merit sum customarily distributed to all professionals employed by the college. Mutual trust and a high level of community support have made this process workable.

#### Northampton County Area Community College

No formal bargaining relationship exists here, but the faculty and the administration operate with highly developed informal bargaining. In 1970, it was clear that the faculty had enough signatures to call for and probably win a bargaining agent election. The parties instead mutually agreed to emphasize a system of shared governance without formal bargaining.

In 1970, the faculty association and the college worked out a series of agreements. They developed a grievance procedure with binding arbitration and impasse procedures for salary agreements, specifying mediation and arbitration. Individual contracts with faculty members were changed to provide that no personnel policy will be modified by the board unilaterally during the term of the contract. The AAUP tenure approach was dropped in favor of continuing employment unless cause for dismissal was present.

Salary discussions take place annually between a faculty negotiator and a college negotiator. They exchange positions and report to their constituencies for advice. They have been able to come to an agreement each year without too much difficulty until the current year. At this

writing, there is considerable distance between the parties over the 1975-76 agreement.

Other matters are discussed on an ad hoc basis with faculty association representatives and the administration. These matters generally appear in a faculty handbook. Although some members of the administration consider these policies as agreements, the faculty are concerned about the possibility of future unilateral changes by the administration or the board. Only the high level of past mutual trust has prevented this arrangement from growing into a formal collective bargaining relationship.

#### Reading Area Community College

The AFT was certified late in 1973 but elected to wait until a new president took office in July 1974 to submit its contract proposals. This document, submitted in the summer of 1974, was a comprehensive and lengthy document. The administration and board were upset, and the sponsoring school district immediately engaged an attorney familiar with school negotiations to bargain with the AFT. Problems emerged as the faculty perceived the management attorney treating them as public-school adversaries.

Some 8 to 10 meetings were held through November 1974 with little progress. The parties thereupon agreed to draft a bare-bones contract for the current year providing essentially for a 10 percent increase, a grievance procedure, maintenance of existing benefits, and a delineation of management rights. The union has somewhat softened its stand about bargaining for the successor contract, but is still seeking a comprehensive agreement covering hiring policies, grievance procedure improvement,

work load determination, salary equalization, tenure, and the entire range of personnel policies.

Although the relationship between the faculty and the new president appears to be satisfactory, the difficulties under which the college was established and the lack of a strong community commitment to support the college make it difficult for the parties to come to an agreement. The faculty are concerned about what they consider to be inequitable treatment in the past, while the college is equally concerned that efforts to obtain immediate redress of some long-standing problems will constitute a real threat to the existence of the college. At this time, the outlook is not sanguine.

#### Westmoreland Community College

Following the certification of the PSEA late in 1972, the parties entered into bargaining. The college team was led by an outside consultant; the association team, by a PSEA official. The PSEA prepared a full contract proposal that provided the basis for negotiations. Management essentially took a respondent position.

Some 30 sessions extending into the middle of 1973 produced laborious but steady progress. The parties left the all important financial issues to the last. Mediation was employed when it became clear that finances were a major obstacle. The problem was that the county commissioners had little interest in providing any additional funds for support of the college. Both sides were engaged in various end runs involving not only the county commissioners but state and federal legislators and state officials to advance their position. All efforts failed and the association called a strike in May 1973.

The strike lasted some 10 weeks, and might have gone on for an indefinite period had it not been for an unusual use of private fact-finding. Operators of a local hospital concerned with the college's nursing program appointed a trio of fact-finders led by Ralph Nader and called for a public hearing on the matters in dispute. Publicity was extensive and the parties agreed to participate. All the actors, including the county commissioners, met in July 1973 (Nader sent a staff attorney). At the conclusion of the first and only public hearing, one of the hospital principals urged the parties to sit down immediately and work out a contract settlement. Under the glare of publicity, the parties spent all night and consummated an agreement. The financial aspect of the agreement called for a gradual escalation of salaries for bargaining unit members. Other aspects of the contract were standard and relatively non-controversial except for department chairpersons, who had been included in the unit as a result of a unit clarification and had a set of demands of their own. They felt these demands had not been given sufficient attention and resigned as chairpersons during the strike. The strike settlement did not satisfy their perceived needs.

The financial settlement turned out to be somewhat illusory. The county commissioners did not provide additional funds for the increases. The increases were paid by shifting funds, but the college ran a deficit. Retrenchment notices were sent to four or five faculty members. Subsequently, the county commissioners made a new commitment to the college and have since provided the level of financial support required.

All parties are agreed that the association came out of the strike in a relatively strong position. The administration sees much of the contract as a healthy regularization of policies. Given additional



county support, the faculty-administration relationship has become more stable.

#### Williamsport Area Community College

After certification of the PSEA, the parties negotiated a one-year agreement for the 1972-73 academic year that provided for a salary increase. The agreement was extended to October 1973, while the parties negotiated a second agreement. Although mediation efforts were utilized, negotiations broke down and a three-week strike ensued in October 1973. The strike ended after three weeks, but the parties did not complete their negotiations until February 1974.

The bargaining teams were led by legal counsel for the college and a PSEA staff member for the association. The principal issues were finances, retrenchment, and tenure. The financial settlement for the second agreement provided for an increase of \$450 and additional sums based on a salary point system. Minor changes were made in appointments and retrenchment, which both sides agree are largely controlled by the administration. Tenure has become "continuous appointment" and is more easily obtained. Promotions were always a source of difficulty because of an alleged double standard for liberal and applied arts personnel. Promotions were frozen during the negotiations, and no contractual provision covers promotions. Although many members of the faculty believe that they have effectively lost out monetarily because of the strike, their esprit de corps is good. Both parties appear to have a healthy respect for each other. The present tone of the relationship is cautious cooperation in the expectation that realism will prevail and future agreements will reflect a balanced accommodation between the parties.

### Summary

Of the 14 community colleges in Pennsylvania, 10 bargain formally with certified bargaining representatives. Six of the faculties are represented by PSEA, four by AFT, and none by AAUP. Three of the remaining colleges engage in some type of informal bargaining. One of these, Northampton County Area Community College, has a well-developed informal system. Bargaining at the final college, Harrisburg Area Community College, is better characterized as collective discussions with regard to financial matters than as informal negotiations.

Bargaining varies at the colleges from healthy to difficult situations. Perhaps surprisingly, the scope of bargaining has not been a major problem. Mediation has been employed with mixed results in bargaining. In some cases, it has been a positive catalyst; in others, the situation simply did not lend itself to successful mediation. Occasionally, the parties found the mediator lacking.

As mentioned earlier, the cutoff date for this study was September 1975. By that time, 5 of the 10 organized colleges had been involved in a work stoppage. Since that date, at least one other strike has occurred at a community college. Thus, more than half of the community colleges in Pennsylvania have had strikes or lockouts. It is interesting to note that, with one exception, the colleges with strikes or lockouts have had at least one team led by an external professional. Two alternative hypotheses may be suggested. First, the outside bargainer inappropriately brought too much outside experience to bear in the relatively embryonic community college bargaining situation; or, second, the outside bargainer was properly engaged in protecting the long-term interests of his constituents. The growth of internal skills may make the question moot.

It should be noted that the strike is not necessarily a barometer of health in a relationship. The community colleges of Allegheny County and Philadelphia are generally held to be examples of poor relationships since they have been unable to conclude a bargain without a work stoppage. In actual fact, both situations have evolved to the point where substantial accommodation exists between the parties. Other colleges, where no work stoppage has taken place, are further behind in their relationships. Nevertheless, stoppages at some of these institutions may lead to serious problems involving the life of the institution.

Most parties tend to agree that the regularization of policies under collective bargaining has been a positive outcome. In some cases, given the newness of the colleges, collective bargaining has telescoped the time frame for the creation of significant policies. Some observers believe that, with a few notable exceptions, collective bargaining has accomplished more than might have been achieved without bargaining. The manner in which funds have been distributed has, of course, been significantly affected by collective bargaining.

There has been a dichotomy with regard to the important matter of tenure. At some schools, tenure is now automatic or does not exist, and the emphasis is on just cause for removal (with the exception of an economic retrenchment). At other colleges, tenure continues to be a matter of consequence, with substantial deliberation accompanying each case. Strong opinions are expressed about the desirability of the two approaches.

A summary of some important bargaining parameters at Pennsylvania's community colleges follows in Table 2.

TABLE 2

## BARGAINING ACTIVITIES IN PENNSYLVANIA COMMUNITY COLLEGES DURING 1970-1975

COLLEGE	AGREEMENTS			MAJOR SCOPE PROBLEMS	BARGAINING TEAM LEADERSHIP			WORK STOPPAGE
	YEAR	SALARY ADJUSTMENT			COLLEGE	UNIONS	MEDIATION	
Bucks County Community College	1.	1972-73	\$550-\$850	No	External	External	No	No
	2.	1973-74	\$1,000					
		1974-75	\$800-\$1,000					
Butler County Community College (informal bargaining)	1.	1971-72	6%	N.A.	Internal	Internal	N.A.	No
	2.	1972-73	6%					
	3.	1973-74	5.5%					
	4.	1974-75	5.5%					
Community College of Allegheny County	1.	1972-74	9.5%	No	External	Internal	Yes	Yes (2)
	2.	1974-76	9.5%					
Community College of Beaver County	1.	1972-73	\$900	Yes	Internal	External	Yes	No
		1973-74	\$900					
	2.	1974-75	\$1,020					
		1975-76	\$1,125					
Community College of Philadelphia	1.	1970-71	25%	No	External	Internal	Yes	Yes (3)
		1972-73	10%					
	2.	1972-73	5.5%					
		1973-74	5.5%					
	1974-75	9%						
Delaware County Community College	1.	1971-72	\$750	Yes	External	Internal	Yes	No
		1974-75	8.5%					

TABLE 2 (CONTINUED)

COLLEGE	AGREEMENTS			MAJOR SCOPE PROBLEMS	BARGAINING TEAM LEADERSHIP			WORK STOPPAGE
	YEAR	SALARY ADJUSTMENT			COLLEGE	UNIONS	MEDIATION	
Lehigh County Community College	1.	1971-72	5.5-6%		Internal	Internal	Yes	Yes
	2.	1972-73	6%					
	3.	1973-74	6%	No				
Luzerne County Community College	1.	1974-75	13.2%	No	Internal	Internal	Yes	Yes
	1.	1971-72	8% or \$800	No				
	2.	1972-73	10% or \$1,000	No	External	Internal	Yes	No
Montgomery County Community College (informal bargaining)	1973-74	\$520						
	3.	1974-75	\$800					
	1.	1971-72	7% + merit					
	2.	1972-73	5.5% + merit					
Northampton County Area Community College (informal bargaining)	3.	1973-74	3.5% + merit	N.A.	Internal	Internal	N.A.	No
	4.	1974-75	7.6% + \$200 + merit					
	1.	1974-75	5.5%	N.A.	Internal	Internal	N.A.	No
	1.	1974-75	10%	Yes	External	External	No	No
Westmoreland County Community College	1.	1973-74	\$300-\$500	No	External	External	Yes	Yes
	1.	1974-75	\$500					
Williamsport Area Community College	1.	1972-73	\$450 +	No	External	External	Yes	Yes
	2.	1973-74	\$450 +	No	External	External	Yes	Yes
	1974-75							

## CONTRACT ADMINISTRATION, INTERNAL GOVERNANCE, AND THE ROLE OF STUDENTS

### Bucks County Community College

Contract Administration. The grievance procedure is broad, covering both agreement interpretation and unfair application of practices or policies as follows:

- A. A grievance is a complaint:
1. arising out of the interpretation, application or violation of any provision of this Agreement;
  2. involving the work situation; or that a practice or policy is improper or unfair; or that there has been a deviation from, or a misinterpretation or misapplication of a practice or policy (1973-1975 contract, p. 3).

Despite the broadness of the grievance approach, only six cases went to the step before arbitration; and two cases were subsequently heard in arbitration. The two arbitration cases involved mandatory retirement and discretionary promotion.

Governance and the Role of Students. A senate is still on the books at Bucks County Community College but has not met for two years. In its place, the parties have negotiated an elaborate consultative committee structure. The agreement provides for the following standing committees:

1. Committee on Academic Affairs
2. Committee on Academic Performance
3. Committee on Admissions and Financial Aid
4. Committee on Athletics
5. Committee on College Calendar
6. Committee on Community Services
7. Committee on Cultural Affairs
8. Committee on Developmental Education
9. Committee on Institutional Research

10. Committee on Instructional Resources
11. Committee on Student Activities
12. Committee on College-wide Criteria for Evaluation of Instruction
13. Committee on Curricular Revision

In addition, provision is made for ad hoc committees and an advisory council to the president. This council deals with reports made by ad hoc or standing committees. BCCC and the union eliminated the senate but recognized a wide range of activities suitable for collegial discussion. Activities of the committees are subject to administrative approval.

Although students sit on some committees and are thus involved in governance, they have played no significant role in collective bargaining at BCCC.

#### Community College of Allegheny County

Contract Administration. Extensive preparation for contract administration took place on both sides. Internal and external workshop and training sessions were utilized.

The definition of a grievance in the agreement between the parties is a narrow one, providing that "A grievance is an allegation that there has been a violation, misinterpretation or improper application of the terms and conditions of this Agreement" (1972-1974 contract, p. 3).

During the two-year first agreement between the parties, some 70 grievances went beyond the informal first step of the grievance procedure. Only 5 went to the college level; 2 more were arbitrated. The issues in arbitration included the role of the department chairperson and a work load question. At the time of this writing, one case involving a counselor's compensation has gone to arbitration under the second

agreement. There is some reason to believe that the union will seek more active use of the grievance procedure in the future.

Governance and the Role of Students. The coming of faculty organization gave the CCAC faculty its first institution-wide body. Senates had existed at the local campus level, and some effort was underway to establish an institution-wide senate shortly prior to the election of a bargaining agent. The agreement preempted the senate's activities by establishing governance committees with comprehensive functions. Some effort was made to establish separate jurisdictions for both senate and union, but it did not succeed. The senates lost their influence and were dissolved after the inception of the first agreement. In the new system, when committee recommendations are at variance with administration positions, the matters are submitted to the trustees for disposition. Some matters dealt with by the committees remain outside the agreement; others are included in a subsequent contract by mutual agreement, and disputed matters may become part of the collective bargaining positions of the respective parties.

Although meet and discuss sessions are provided for at both the college and campus levels, the parties are in agreement that the effective meetings take place at each campus.

Student participation in governance is guaranteed, inasmuch as a role for students is written into the agreement. The students also played a major role in the preparation of the faculty evaluation instrument at the time of the first negotiations. Faculty bargaining teams meet with students to discuss their problems and priorities, and some student concerns have thus reached the bargaining table. With the



exception of student's suits over the closing of the college during work stoppages, there has been relatively little additional student interest in collective bargaining activities.

#### Community College of Beaver County

Contract Administration. Despite the relatively narrow range of the agreement, reflecting administration concern with management prerogatives, the grievance procedure provides an unusually broad definition of a grievance:

A grievance is hereby defined as:

- (a) An alleged violation of a specific article or section of this Agreement, and
- (b) that the College acted in an arbitrary and capricious manner contrary to policy governing a faculty member (1974-1976 contract, p. 3).

Seventeen grievances went to the presidential level during the life of the first contract, eight during the second contract, and two during the third. The most frequent source of grievances had been the overtime work load question. Retrenchment, tenure, and classroom observation have also been subjects of grievances. Four cases have gone to arbitration, involving retrenchment, salary ranges, and seniority.

The retrenchment case became a significant court case. On February 4, 1975, the Commonwealth Court ruled (No. 631, C.D. 1974) that the court had jurisdiction over arbitration decision appeals under the Public Employee Relations Act as opposed to a 1927 statute which lodged appeal jurisdiction in the Court of Common Pleas. Substantively, the court held that an arbitrator had exceeded his jurisdiction when he ruled that the college was required to give hiring preference to retrenched full-time

instructors when hiring for future part-time positions. The court noted that the agreement specifically excluded part-time employees and reasoned that the protection of the agreement could not be extended to part-time employees.

Governance and the Role of Students. The senate was dissolved with the advent of collective bargaining. The sole formalized relationship between the parties is contractual. Some members of the administration have indicated an interest in the development of a more collegial model.

Student involvement in collective bargaining or matters of governance has been virtually nonexistent at the college.

#### Community College of Philadelphia

Contract Administration. Under both agreements, the parties prepared carefully for administration of the agreement and processing of grievances. The grievance definition, while broad, distinguishes between contractual grievances, for which arbitration is the terminal step, and other grievances which terminate with the trustees. The language in the grievance procedure follows:

A grievance is an allegation or complaint that there has been a breach, violation, misinterpretation, misapplication, inequitable or otherwise improper application of, or a deviation from, the terms of this Agreement or of any policy, practice, or procedure which relates to wages, hours, or working conditions. Also, subject to the provisions of Article XXIV, Totality of Agreement, a complaint involving any Employee's work circumstances shall constitute a grievance. The foregoing provisions pertaining to an employee's work circumstances shall be appealable from Step 3 of this grievance procedure only to an appropriate Committee of the Board of Trustees whose resolution of the complaint shall be final and immediately implemented (1972-1975 contract, p. 50).

A total of approximately 50 grievances have gone beyond the first step of the grievance procedure. A substantial number of these have been settled amicably, but approximately 10 have gone to arbitration. The cases have involved a wide variety of issues. For example, arbitration has confirmed the college's right to hire above the minimum level of the salary scale and to limit summer teaching to one session, while the union has achieved appropriate compensation for counselors and librarians as a result of agreement interpretation. The parties have frequently employed brinkmanship, and some six grievances have been settled on the eve of arbitration.

Governance and the Role of Students. With the accession of the bargaining agent, the senate was dissolved. The administration and the union were concerned with matters of governance as they affected noncontractual issues. The parties agreed to an institution-wide committee and standing committees for the following areas: admissions and academic standing, educational resources center, physical plant, curriculum, cultural affairs, calendar and procedures, and student affairs. The committees are tripartite with faculty, student, and administrative participation. The standing committees serve in an advisory capacity to an institution-wide committee which submits recommendations to the president. Provision is made for appeal of administrative determinations to the board of trustees.

In addition to committee participation, students have been interested in the collective bargaining process. They consult regularly with the faculty union and feel that the faculty have been responsive to their needs. They have been rebuffed, however, by both parties when they asked

for a seat at the bargaining table as observers. Student interest is currently high in the formation of a student union to advance their specific interests.

#### Delaware County Community College

At this writing, the parties were negotiating their first agreement. Thus, there is no contract administration experience as yet at DCCC.

No formal senate was in existence at the college, but the parties expect that the previous committee system will be drastically altered. The most important and active committee, the Professional Standards Committee, will probably be disbanded and its function handled by collective bargaining. The early prognosis is that most matters will either be decided by mutual agreement in collective bargaining or by management decisions with advisory input from the faculty.

It is too early to ascertain the impacts of collective bargaining vis-à-vis the students.

#### Lehigh County Community College

Contract Administration. The definition of a grievance is:

Any complaint alleging a specific violation, misinterpretation, or improper application of the terms and conditions of this Agreement, OR: The alleged arbitrary or discriminatory enforcement of the College's rules and regulations related to wages, hours, terms, and conditions of employment shall be processed as a grievance under the terms, conditions, and provisions set forth herein (1974-1975 contract, p. 8).

The clause, while not as comprehensive as some found at other community colleges, is judged to be a relatively broad one. Although the language limits grievances over arbitrary or discriminatory action to

matters related to wages, hours, terms and conditions of employment, "terms and conditions" are sufficiently inclusive for this clause to be classified as broad.

The number of grievances going beyond the first step of the procedure has averaged seven over the four years of the collective bargaining relationship. Early grievances emphasized work rules, overload, and promotion. Recently, the most common type of grievance has involved the seniority list.

Four cases have been scheduled for arbitration. Each time, the matter was settled before the case could be heard or an award issued. The cases included issues over termination, insubordination, overload pay, and compensation for a low enrollment class. In each case, the parties either compromised or one party modified its position.

Governance and the Role of Students. A faculty senate existed prior to bargaining. The senate has been inactive since bargaining, and while it has not been removed officially from the books, the parties are in agreement that it is effectively out of existence. The parties have not negotiated alternate governance procedures. There is strong interest among administrators in establishing some type of senate or committee mechanism for noncontractual areas of governance. The PSEA is cautiously interested in such an arrangement and is willing to consider a proposal.

Students have not played an active role in the collective bargaining relationship.

Luzerne County Community College

Contract Administration. The grievance definition here is virtually identical with the one found at Lehigh County Community College. The definition reads:

Any complaint alleging a specific violation, misinterpretation, or improper application of the terms and conditions of this Agreement, or any complaint alleging arbitrary or discriminatory enforcement of the College's rules and regulations related to wages, hours, terms, and conditions of employment shall be processed as a grievance under the terms, conditions, and provisions set forth herein (1974-1975 contract, p. 7).

There have been only one or two grievances per year since the start of the collective bargaining relationship. One case involving funds for promotion has gone to arbitration. In 1972-73, the trustees did not approve any promotions, arguing there was no money to finance promotions in the budget. This stand was challenged by the PSEA in arbitration, and the position of the trustees was upheld. The parties negotiated a promotion fund in the next agreement.

Governance and the Role of Students. The equivalent of the senate is called the Faculty Council and includes faculty and administrators. The council meets one or two times per year and maintains a number of standing committees. Both parties are in agreement that the council has been weakened by collective bargaining. An accreditation team has suggested that the parties would do well to expand the areas of shared governance outside of the agreement. With this incentive, the administration has been considering proposals to restore the vitality to the council. The PSEA is interested provided this does not adversely affect the bargaining relationship.

Student involvement is not provided for in the present council format, and the students have not played any role in collective bargaining.

### Reading Area Community College

Contract Administration. The grievance procedure covers a narrow area providing:

A grievance is any difference or dispute between the college and the employees or Federation with respect to the interpretation of the terms of this Agreement (1974-1975 contract, p. 2).

As indicated earlier, the parties have been operating with a "bare-bones" agreement pending the negotiation of a full contract. There is no grievance experience of any consequence to report at this point.

Governance and the Role of Students. The senate has been dissolved since the advent of bargaining. The management rights clause of the present agreement provides for some advisory input as follows:

Without becoming part of this agreement for grievance and arbitration purposes, existing written policies will be recognized, subject to changes that may originate within presidential appointed representative study committees. Such changes and/or new policies, upon endorsement by the President, shall be recommended to the Board for its approval or disapproval. Nothing in this Agreement nor the Agreement itself shall be considered as requiring the College to continue any other past practices and policies unless they are specifically set forth in this Agreement (1974-1975 contract, pp. 5-6).

While there has been little student involvement thus far, it is too early to judge their role once a comprehensive agreement is negotiated.

Westmoreland County Community College

Contract Administration. Both parties prepared, although not extensively, for contract administration. A grievance is defined as "a dispute concerning the interpretation, application or alleged violation of a specific term or provision of this agreement."

A total of nine grievances has been filed. Four of these have been settled by the parties. The remaining five grievances involve retrenchment and were in issue at the time of this writing. No cases have gone to arbitration.

Governance and the Role of Students. An informal senate, a creation of the faculty, was disbanded after collective bargaining commenced at the college. A new president has sought to establish a new governance structure of standing committees with comprehensive membership. These committees would make recommendations to a campus-wide forum which in turn would forward its recommendations to the president. The parties are cautious but are interested in the opportunity to establish an effective internal forum.

Students were adversely affected by the ten-week strike in the summer of 1973. After the strike, more than one-third of the students failed to return to the campus. The faculty engaged in a volunteer recruiting effort which quickly restored the enrollment to its previous level. Students have not played a significant role in bargaining or in past governance. The new committee structure would provide an opportunity for greater student participation.



Williamsport Area Community College

Contract Administration. The Williamsport Area Community College grievance procedure is somewhat novel. It provides that:

A grievance is an allegation by an employee, a group of employees, or if ten (10) or more employees are aggrieved, by the association that the employer has misinterpreted or misapplied the terms of this Agreement, as to him or them; provided, that if any legal issue or question is involved in the grievance, the grievance shall be handled as provided herein, except that it shall terminate with Step 3 below, and be subject to review by a court of competent jurisdiction (1974-1975 contract, p. 7).

One noteworthy aspect in the definition is the limitation that the association may file only when 10 or more employees are involved. It is more common for an association (or any union) to be able to file grievances on its own behalf. This will sometimes occur when the employee involved does not wish to protest an action but the union is interested in protecting what it believes are its rights. The other matter has to do with the exclusion of arbitration from legal questions. Such questions do arise, and arbitrators often interpret apparent or real conflicts between the law and an agreement. The clause raises the interesting question of who determines whether a matter is legally related.

Approximately 10 grievances have gone beyond the first step at the college. Three grievances have reached arbitration. In two of these cases, the college was upheld when it challenged a PSEA appointment of a department chairperson as a representative and when it retrenched a faculty member with a cross-disciplinary appointment. The final case, as yet unsettled, involves an interpretation of language defining teaching and seniority status as the basis for retrenchment.

Governance and the Role of Students. The Faculty Association has continued, but most observers are convinced that its role has been undermined by collective bargaining. Under bargaining, the parties deal with the issues of salary and security which are currently judged to be most important to the faculty. There is some sentiment which holds that the association may yet play a role of consequence if it can identify areas of interest not within the orbit of collective bargaining and elicit support and interest for its activities in these areas.

Students have generally been involved in institutional committees in the past. They have expressed some interest in the outcome of bargaining as it affects them. Up to this point, however, their activities have been limited to an informal proffering of student opinions to the parties.

#### Summary

This section has been limited to colleges which bargain formally with certified units. The initial finding is that a majority of these colleges operate under a broad rather than a narrow grievance definition. The narrow definition of grievance at some colleges has been an issue, and will probably continue to be a matter of collective bargaining concern.

The parties have generally adapted to operating under a grievance procedure. For the most part, skills developed internally, together with outside assistance, has permitted the parties to dispose of the vast majority of grievances. The incidence of grievances has varied by college from one or two grievances per year to as many as 10 or more. More than 20 grievances have already gone to arbitration with both parties sharing in the victories.

Senates have either been dissolved or weakened as a result of collective bargaining. There continues to be interest in the development of governance mechanisms to deal with issues which are not part of bargaining. Three of the colleges have set up elaborate contractually based governance mechanisms as a surrogate for a senate. Other institutions have established or plan to establish an extracontractual committee structure. Still other colleges have limited effective faculty participation to the agreement. Overall, there is clearly some desire present to provide governance forums independent of collective bargaining. One new source of support for this effort appears to be accreditation committees.

Overall, the student role has been a limited one in bargaining. It is only at the two large schools in Philadelphia and Pittsburgh that student involvement can be said to have had some significance.

A summary of some of these findings follows in Table 3.

## EXTERNAL RELATIONSHIPS AND FINANCING THE BARGAIN

Community colleges are affected directly or indirectly in their collective bargaining by many outside agencies and institutions. Emphasis in this section will be placed on the Pennsylvania Labor Relations Board, dispute settlement procedures, courts, and sponsoring agencies.

### The Pennsylvania Labor Relations Board

The PLRB has had an important hand in shaping the bargaining units in community college collective bargaining. The typical unit includes faculty, counselors, and librarians. Other nonteaching professional personnel such as coordinators are included on a case-by-case and line-

TABLE 3  
CONTRACT ADMINISTRATION AND GOVERNANCE IN PENNSYLVANIA  
COMMUNITY COLLEGES DURING 1970-75

COLLEGE	GRIEVANCE DEFINITION	NUMBER OF ARBITRATIONS	SENATE--AFTER BARGAINING	DETAILED GOVERNANCE PROCEDURES IN AGREEMENT	ACTIVE STUDENT CONCERN WITH BARGAINING
Bucks County Community College	Broad	2	Inactive	Yes	No
Community College of Allegheny County	Narrow	3	Dissolved	Yes	Yes
Community College of Beaver County	Broad	4	Dissolved	No	No
Community College of Philadelphia	Broad	10	Dissolved	Yes	Yes
Lehigh County Community College	Broad	4 <sup>a</sup>	Inactive	No	No
Luzerne County Community College	Broad	1	Weakened	No	No
Reading Area Community College	Narrow	0	Dissolved	No	No
Westmoreland County Community College	Narrow	0	Dissolved	No	No
Williamsport Area Community College	Narrow	3	Weakened	No	Some

<sup>a</sup>Four cases had been scheduled for arbitration but were settled by the parties prior to arbitration or issuance of award.

by-line basis. The PLRB has been conscious of the mandate in Act 195 to avoid fragmentation of units and has generally been supportive of requests to enlarge the unit to include appropriate nonteaching professionals. Its principal concern here has been to make certain that the nonteaching personnel sought by a bargaining agent are not supervisory personnel.

In this latter connection, the PLRB has had to make some difficult decisions involving the role of the department chairperson. Inclusion or noninclusion of chairpersons affects not only the bargaining unit but the manner in which an institution is managed. The PLRB has generally found that department chairpersons should not be included in bargaining units. The matter has almost always been vigorously fought by both parties. In those cases where department chairpersons have been included, there has generally been a change in the structure of management at a college.

Following is a list of the 10 colleges at which a bargaining agent has been certified by the PLRB:

Community College of Allegheny County	AFT certified - 7/21/72
Luzerne County Community College	PSEA certified - 5/28/71
Williamsport Area Community College	PSEA certified - 7/13/71
Lehigh County Community College	PSEA certified - 12/3/70
Bucks County Community College	AFT certified - 11/4/71
Community College of Beaver County	PSEA certified - 6/11/71
Community College of Philadelphia	AFT certified - 4/10/72
Westmoreland County Community College	PSEA certified - 9/5/72
Reading Area Community College	AFT certified - 11/29/73
Delaware County Community College	PSEA certified - 5/22/74

In no case has the PLRB been reversed by the courts in its unit determinations in the community colleges.

Another area of more potential consequence than actual impact thus far is the unfair practice jurisdiction of the PLRB. Unfair practice

charges have been filed by both colleges and bargaining agents. These have often been an outspring of hard bargaining and have typically been withdrawn by the parties before a decision could be reached. In its most important case in the unfair practice area, the PLRB found Beaver County Community College in violation of its obligation to bargain with the PSEA and ordered bargaining to commence.

Should issues emerge creating bargaining stalemates based on Act 195 interpretations, the involvement of the PLRB in future bargaining at the community colleges is likely to grow.

#### Dispute Settlement Procedures

Mediation has generally proven useful in community college disputes. It is to be expected that mediation will play an even more important role as mediators, many of them new, become more experienced generally, particularly with the specific problems of community colleges. In some cases, the mediator has not been successful because of a serious underlying conflict involving a sponsoring agency.

Fact-finding is an important tool available for discretionary use by the PLRB in dispute settlement. Thus far, however, fact-finding has rarely been used in higher education in Pennsylvania. Indeed, fact-finding was invoked only once in higher education in the first three years of the board's existence.

It would appear that there is considerable room for expansion of fact-finding in community college disputes. Fact-finding is at its best when the report of the fact-finder can be seen to have an impact on a relatively identifiable population. The community colleges are such a group, and it is reasonable to hypothesize that fact-finding

can be a useful catalyst for dispute settlement involving the community colleges.

Arbitration is growing in importance. In some cases, the parties have used the threat of arbitration to settle disputes. More than 20 grievance arbitration cases have resulted in putting "flesh-and-blood" on the skeleton of agreements. Presumably, this has served to make the parties more aware of the importance of good draftmanship in the preparation of agreements as well as the need to consider the ramifications of agreements made. Arbitration has been used at least once in determining salary for a unit. Other, than this case, the parties have shown little interest in experimenting with voluntary arbitration to settle interest matters.

### Courts

Perhaps surprisingly, the courts have played a limited role in community college collective bargaining. There has been at least one case of a college challenging a PLRB unit determination in court. The Community College of Allegheny County took the inclusion of department chairpersons by the PLRB to the courts, but the matter was withdrawn before a ruling could be issued.

The courts have not had to rule on unfair practice matters involving the community colleges. This reflects the fact that the locus of action has come from the public school systems. In the two colleges, Philadelphia and Pittsburgh, where court suits were entered to stop strikes or lockouts, the court adopted a mediatory role and rendered no decision when the parties settled the matters in dispute.

The Commonwealth Court has ruled in a case involving the Community College of Beaver County that it has jurisdiction over appeal of grievance arbitration cases as opposed to the Court of Common Pleas. The court also held that an arbitrator exceeded his jurisdiction when he provided hiring preference for retrenched full-time personnel with regard to future part-time positions. The agreement specifically excluded part-time personnel, and the court held that the arbitrator was not free to rule on the hiring status of such positions.

### Sponsoring Agencies

Local sponsoring agencies have generally limited their collective-bargaining involvement with the community colleges to financial aspects of the bargain. The variability ranges from a hands-off attitude (provided the parties stay within the budget) to an active role in which the bargaining agent must deal with the sponsoring agency if a bargain is to be consummated. The section below entitled "Financing the Agreement" will discuss this relationship.

The Commonwealth has played a very limited role in community college collective bargaining thus far. The state provides a per capita sum based on full-time equivalent enrollment. Beyond this, it has expressed concern with the continuing problems in some of the community college bargaining relationships. There has been some speculation about the state's interest in seeking a statewide unit for community college collective bargaining, but no move toward such an eventuality is on the horizon.



### Financing the Agreement

The community colleges illustrate a common public-sector bargaining problem where administrative control is separate from the source of financing. The portion of financing contributed by the state is based on a full-time equivalency formula plus a type of career-major bonus paid by the state. There is little flexibility from this source short of major legislative change. Similarly, the portion of the budget that comes from tuition is generally limited to growth occurring in enrollment. The colleges have been loath to raise tuition. Many of their students are in college only because they are able to commute to a low-tuition institution. Raising tuition may well have the effect of lowering total revenue.

Under these circumstances, the budget flexibility, if any, is to be found with the local sponsoring organization(s). Here, three modes, with some overlap, may be discerned.

In the Type I case, which might be called "autonomous bargaining," the college accepts budgeted figures as a given and seeks to negotiate within that limitation. Beaver County Community College is illustrative of such a case. Until the most recent bargain, the bargainers on the college side at Bucks County Community College were able to complete an agreement within the guidelines set by the board of trustees. Luzerne County Community College is illustrative of another type of institutional autonomy in bargaining. Here, the college has persuaded the sponsoring school districts to provide money based on per capita full-time enrollment. The college is then responsible for its handling of the bargain within the limits of its financial resources.

Another variation of the Type I case is the situation where the budget is substantially recast with the approval of the board and sponsoring interests. In 1974, the Lehigh County Community College agreement went beyond the guidelines set by the trustees and the sponsoring school district. The college was able to revise its budget to reflect additional sums from Act 173 which provided \$150 from the state as a bonus for each career major. The college also collapsed some open positions. The revised budget required the approval of the sponsoring school district; this was pro forma, since no additional monies were involved.

The Type II situation involves significant liaison with sponsoring officials. One or both parties may engage in this activity. The objective is to keep the party with financial control advised of the situation and to test their responses to the prospect of a request for additional funding. In a large number of cases, a bargain has been struck which has required no further action by a sponsoring agency. This has typically been the situation in Philadelphia and Pittsburgh. In other cases, the sponsoring agency has followed the bargain through its evolution and has provided some form of support.

The Type III case is one where the sponsoring agency, in effect, becomes the real management bargainer. This situation occurred in 1973 at Westmoreland County Community College. Here, all parties dealt actively with the county commissioners in an effort to negotiate a settlement. The Type III case lends itself to extensive "end runs" involving elective and appointive officials in an effort by the respective parties to bring about a settlement in their favor.

The colleges appear to be moving toward the Type I approach. Some Type II activity is inevitable in the face of hard bargaining and powerful political considerations. Type II need not be debilitating if it results in realistic positions by all concerned. Type III is hopefully an exception. It is worthy of note that Westmoreland County Community College has moved away from the Type III approach.

### Summary

Many organizations and institutions have helped shape community college collective bargaining in Pennsylvania. The PLRB has been significant in its determination of bargaining units. Its role in unfair practice and fact-finding has been limited but may well expand. The courts have played a relatively small part in community college collective bargaining. The parties have learned to adapt and to make use of the private sector dispute-settlement approaches of mediation and arbitration.

The role of the local sponsoring group has been of considerable importance. Their control of the discretionary portion of the budget is of consequence. The colleges, where possible, have sought to operate within budgetary limitations in order to maintain autonomy. This has not always been possible.

With the exception of intransigence on the part of a sponsoring agency, the approaches of the parties in community college bargaining have been far and away the most important factor in determining the health and viability of their relationship. The record indicates that neither those who saw the community college situation as a replication of adversarial industrial model collective bargaining, nor those who

envisaged community college collective bargaining as the springboard for a complete system of democratic determination were correct. The parties are working out their own approaches on a campus-by-campus basis. Where mutual trust and respect have grown despite periodic conflict, the parties have moved toward a system which includes both negotiated determinations and consultative participation in other areas of governance.

## THE STATE-RELATED UNIVERSITIES

### LINCOLN UNIVERSITY

#### Organizing Campaign

Lincoln is a small, predominantly black liberal arts college with a long tradition of providing college education for minority students. There are approximately 100 faculty members at the university. Although formally a private university, Lincoln now enjoys state-related status along with The Pennsylvania State University, Temple University, and The University of Pittsburgh. The Commonwealth of Pennsylvania selects a minority of the board of trustees and provides more than half of the university's budget.

At the time of the organizing campaign in 1972, the relatively new president of Lincoln University, Dr. Herman Branson, had emphasized to the faculty that he wanted academic excellence and was determined to be strict in such matters as appointment, tenure, promotions, and salary increases. Dr. Branson, a distinguished physicist, came to Lincoln University from a position as President of Central State University in Ohio. The existing AAUP chapter became the focal point for faculty activity; it filed a recognition petition with the Pennsylvania Labor Relations Board. Other unions played no significant role in the Lincoln election campaign.

Although adversary postures were taken, the election campaign was a relatively low-key affair. The AAUP stressed its commitment to the

broad range of AAUP national policy positions and indicated that it was in the best position to look out for faculty interests. The administration stressed the incompatibility of unionization with academic excellence. The election was held in October 1972 and resulted in the following vote:

American Association of University Professors	84
No Representative	6

### Unit Determination

Unit determination problems were not serious. Department chairpersons were included in the unit. The sole area of differences was the status of librarians. Consistent with other decisions of the PLRB, librarians were included in the bargaining unit. The unit as certified by the Pennsylvania Labor Relations Board was:

... a sub-division of the employer unit comprised of all full-time, full-salaried faculty (including department chairmen), who hold the rank of Lecturer, Instructor, Assistant Professor, Associate Professor, and Professor and all full-time professional librarians, and excluding graduate assistants, visiting faculty, Deans, Vice Presidents, Provost and the President, and all other administrators except those who hold the faculty rank as defined above, and further excluding supervisors, first level supervisors, management and confidential employees as defined in Act 195 (1973-1975 contract, p. 1).

### Contract Negotiations and Impasse Resolution

In bargaining, the AAUP emphasized the positions taken by the national AAUP as guiding principles. The university had little quarrel with the approach. Thus, provisions on tenure, promotion, academic freedom, and grievances are almost taken verbatim from AAUP stands.

The parties had few problems over the scope of bargaining. They continued previous policy with regard to appointment of faculty,

chairpersons, and retrenchment. Work loads were defined more tightly and with greater uniformity. No provision was made for merit increases. The administration sought and won a management rights clause whose interpretation was and is a source of difficulty.

The financial portion of the agreement was settled in what both sides considered a reasonable fashion by providing for a 6 percent general increase in the first year of a two-year agreement (1973-1975) and 7 percent in the second.

Although there were many areas of substantial agreement between the parties, underlying problems surfaced over the issue of faculty status for librarians. A breakdown in negotiations occurred, and the state appointed a mediator. Both sides are in agreement that the mediator performed in exemplary fashion and may well have prevented a strike. The sticky issue of librarian status was submitted to a special committee for study. Librarian status remains unresolved and is scheduled to be the subject of an arbitration case.

The resulting agreement was easily ratified by both sides. At the time of this study, negotiations had commenced for a second agreement. Both the AAUP and the administration were interested in substantial improvements in the agreement from their respective points of view.

#### Contract Administration and Internal Governance

Contract Administration. The university organized for contract administration by appointing the vice president for academic affairs as its contract administrator. Given the size of Lincoln University, it is not surprising that the vice president for academic affairs works

closely with the president in formulating the university position. The AAUP operates through a grievance committee. Both sides employ legal assistance.

As indicated earlier, the parties were able to agree about many of the key issues on the basis of AAUP positions. Problems have arisen, however, over interpretation of what both parties perceive as their rights. As a result, five cases have already been processed to arbitration through the relatively standard grievance procedure.

These cases have generally involved AAUP reaction to what it considers unilateral action in such areas as merit increases. For example, unilateral merit increases were allowed to stand by an arbitrator as adjustment of past inequities but were prohibited in the future. In another case, a promotion to assistant professor was not accompanied by a corresponding salary increase, and the arbitrator ordered the university to pay the salary commensurate with the rank.

Other cases have involved such questions as salary status of faculty members on leave, and the eligibility of a lecturer and trainer for the negotiated faculty salary increase.

In essence, the university has taken a strict constructionist position holding that those matters not explicitly spelled out fall within its domain. The AAUP sees at least some of these administration actions as violative of the joint determination requirement of collective bargaining. It is reasonable to expect that the positions of the parties with regard to contract administration will lead to continued active use of the grievance procedure and frequent arbitral determinations.



Governance. President Branson's predecessor, Dr. Marvin Wachman, now president of Temple University, encouraged a rather open system during his tenure as president. Although a senate was not established, numerous important faculty and administration committees were established to provide an input into decision making. One important illustration is the Educational Policy Committee.

Before the advent of collective bargaining, this committee served as the principal advisory body to the administration on a wide range of issues pertaining to curriculum, instruction, and educational programming. President Branson perceives a useful role for a committee of this type. He has been frustrated, however, inasmuch as faculty members on the Educational Policy Committee have refused to discuss issues that might in any way be related to matters covered by the agreement between the parties. For example, administration representatives on the committee wanted to consider reducing the two-year foreign language requirement in order to increase instructional time in other fields. Faculty members on the committee refused to discuss this issue, presumably because of its implications for faculty staffing.

Thus, the administration is seeking to perpetuate the traditional form of governance at Lincoln and to give serious consideration to faculty input on a wide range of issues which affect the university. Final decisions are to be made, however, by the administration, except for those issues covered explicitly in the agreement. The AAUP sees collective bargaining as a system of joint determination following generally the rules and spirit of national AAUP positions. The AAUP believes that collective bargaining requires a type of joint determination which is not

present at Lincoln. It is clear that the AAUP has substantial support among faculty members. The prognosis is a scrambling for position reminiscent of the private industrial sector in the 1930s.

### Effect on Students

The parties disagree sharply over the potential impact of collective bargaining on students. Administration representatives argue that bargaining is detrimental to students because it forces faculty members to limit their contribution to that which is required by the agreement. The administration also suggests that friction between faculty and administration is perceived by students and tends to worsen campus morale.

In contrast, AAUP officers argue that by increasing the faculty sense of security collective bargaining improves morale and, in turn, is beneficial to students. Moreover, since most faculty members at Lincoln consciously chose the university because of its special mission of educating minority students, the AAUP doubts that collective bargaining will interfere with faculty commitment to students.

On balance, there is little evidence that faculty are devoting less time or more time to student contact or, in fact, allocating their time any differently under collective bargaining than they did prior to collective bargaining. At this point, there is little reason to believe that students at Lincoln perceive collective bargaining as having made either positive or negative contributions to their well being.

### External Relationships

Collective bargaining has had relatively minimal impact on the financial end of Lincoln's external relationships. The faculty have thus

far been reasonable in their financial proposals, and the financial aspects of the agreement were consummated without marked trauma. Lincoln, in contrast to many other colleges and universities, is in relatively good financial shape. Its special mission has led the state to be supportive of its efforts, and the prospect is for continued reasonable support from the state.

Mediation has been utilized once, and grievance arbitration has occurred with some frequency. Given the divergence in the philosophical approach as of the AAUP and the administration, it seems likely that extensive use will be made of outside arbitration to define the limits of the joint decision-making process.

## TEMPLE UNIVERSITY

### Organizing Campaign

Discussion of unionization among faculty at Temple commenced with the passage of Act 195 in 1970. Interest was low-key, however, until the spring of 1971 when the faculty senate committee on salaries resigned after a dispute with the then president, Dr. Paul Anderson. The committee had been engaged in informal bargaining but urged the faculty to consider formal bargaining in its resignation statement. Members of the committee, together with other senate personnel, formed an independent group, the Faculty Collective Bargaining Association (FCBA). FCBA filed a petition on June 3, 1971, with the Pennsylvania Labor Relations Board. The petition sought recognition rights for all full-time faculty members at Temple University. On June 9, 1971, the law school faculty, under the banner of the Temple Law Professor's Collective Bargaining Association,

filed a petition to represent all full-time faculty in the law school. The American Association of University Professors (AAUP) and the American Federation of Teachers, AFL-CIO (AFT), intervened. Subsequently, the Temple University Medical Faculty Committee and the Temple University Medical School Faculty also intervened on the FCBA petition seeking severance for their groups from any unit found appropriate for collective bargaining by the Pennsylvania Labor Relations Board.

Following a series of unit determination hearings and litigation, two units were established. The principal unit covered full-time faculty (including department chairpersons), support professionals, and librarians at all schools and programs except law, medicine, and dentistry. The law school was given a separate unit of its own, and medical and dental faculty were excluded from the collective bargaining unit.

An aggressive campaign ensued during most of 1972. The FCBA, after accepting unconditional support from the National Education Association and its Pennsylvania affiliate, surveyed its supporters and elected to affiliate formally with the NEA. The AAUP stressed its long record of concern for faculty affairs, its considerable history at Temple, and its commitment to the preservation of collegiality and shared governance concepts under collective bargaining. The AAUP made its repugnance of the strike clear. The AFT emphasized its strength accruing from its affiliation with the mainstream of American labor. In particular, it pointed to the effectiveness of the AFL-CIO lobby effort in Harrisburg. It also indicated that it was especially concerned with the problems of minority faculty members, the tenure problems of new faculty members, and the needs of groups that it considered disadvantaged, such as librarians.

The FCBA in essence represented a middle position. It noted its influence in Harrisburg through its affiliation with the Pennsylvania State Education Association. Although less militant than the AFT, it indicated that it accepted the need for muscle as a last resort. The FCBA expressed considerable interest in preserving a useful role for the faculty senate. All three groups received campaign funds, legal aid, and visits from state and/or national personnel in support of their efforts.

The administration officially was neutral with regard to collective bargaining. However, a statement issued by the president, while supporting the right of the faculty to select a collective bargaining agent, raised the question of the survivability of governance under collective bargaining. The vice president for financial affairs also issued bulletins that raised questions about the desirability of collective bargaining for faculty. (The strong position taken by the administration with regard to the composition of the bargaining unit will be discussed below.) The board of trustees was not involved in the election campaign per se.

An election, held in October 1972, resulted in clear support for faculty representation. The votes were:

Temple University Faculty Federation- American Federation of Teachers	328
American Association of University Professors	303
Faculty Collective Bargaining Association- Pennsylvania State Education Association	280
No Representation	183

Under the rules of the Pennsylvania Labor Relations Board, a runoff election was ordered between the two top contenders, since no group had

earned a majority in the first election. The second election was held in December 1972. The results of that election were:

American Association of University Professors	676
Temple University Faculty Federation-American Federation of Teachers	437

An analysis of Temple faculty voting behavior (Mortimer and Ross, 1975, p. 28) showed that the AAUP and AFT split the Faculty Collective Bargaining Association vote almost down the middle. This, despite the fact that the key members of FCBA decided publicly to throw their support to the AFT. Overwhelmingly, however, the votes for No Representation accrued to the AAUP.

#### Bargaining Unit

The original FCBA petition sought representational rights for all full-time faculty. The law school desired a separate unit. Medical and dental schools wished to be excluded from any bargaining unit determination. FCBA, AAUP, and AFT were united in their desire to include department chairpersons in the bargaining unit but were otherwise divided over a main campus or all-inclusive unit which would cover the graduate professional schools.

The administration position was clear. It wanted the all-inclusive unit and argued vigorously against separation of law, medical, and dental schools. The administration pointed to the Act 195 stricture against over-fragmentization (sic) of units in support of its cause. Some observers felt that an additional reason for the administration position was the perception that the generally higher-paid and philosophically

conservative personnel at the health science schools might constitute a sufficient bloc of no representative votes to defeat unionization.

Hearings by the Pennsylvania Labor Relations Board began on October 7, 1971, and continued until April 21, 1972. Over three thousand pages of transcript notes were generated. Four months went by after the unit determination hearings closed before an order was issued by the PLRB. One unit was certified for the law school, and the principal unit was defined as follows:

Unit 1-a subdivision of the employer unit comprised of all full-time faculty, including department chairmen employed at Temple University, including professional librarians on the Paley Library budget, librarians in the School of Social Administration, the College of Education, and the College of Allied Health Professions; counselors and academic advisors at the College of Liberal Arts, Counseling Center, and Student Resources Center; supervisors of practice teaching at the College of Education; nonfaculty support professionals in the intern teaching program for college graduates; other support professionals who meet the definition of being necessary or adjunct to the teaching of students or research projects of the University, excluding the faculty at Rome, Italy, and the faculty at the Medical School, Law School and Dental School and the hospital, and further excluding all other nonfaculty and professional employees, computer personnel, management, supervisors, first level supervisors, and confidential employees as defined in Act 195 (1973-1976 contract, p. 3).

Thus, the board essentially set up a main campus unit excluding the law, dental, and medical schools but including department chairpersons, support professionals, and librarians. None of the contending union groups appeared disaffected by the bargaining unit outcome. The university administration, however, indicated immediately that it was sharply disappointed by the results. The university was precluded from filing an exception to the unit determination until after the election by the rules of the PLRB. Following the second election, the university filed an appeal seeking to reverse the separate designation of the law school

as a bargaining unit, exclusion of department chairpersons from the bargaining unit, and a determination that any future collective bargaining activity by medical and dental school faculties would have to take place within the bargaining unit already established. The university further took the position that it was fruitless to bargain until these matters had been finally litigated.

During the first six months of 1973, considerable pressure emerged from the faculty and the newly ensconced AAUP calling for a start to negotiations. Finally in July 1973, the university abandoned its appeal to the PLRB, and the board of trustees announced its acceptance of the bargaining unit as determined by the PLRB. The PLRB issued its final unit certification in July 1973. The stage was now set for the first formal contract negotiations at Temple University.

#### Contract Negotiations: Scope and Procedure

Negotiations began immediately. The university team was led by a new vice president for personnel resources, Walter Powell, a man with considerable experience in labor negotiations, highly regarded in the professional community, who had once been a professor at Temple University. The AAUP chose to broaden its base by inviting participation in its Executive Committee and Negotiating Committee from individuals who had played leadership roles within the AFT and FCBA. The negotiating team was led by Marvin Levy and was supplemented by an attorney with extensive labor relations experience, Richard Kirschner.

The parties moved quickly to a stalemate. The AAUP complained that the university was not willing to meet frequently enough nor was it willing to discuss many issues that the AAUP considered priorities. For



example, the university refused to discuss tenure, holding that such discussions would violate Act 195; instead it offered to incorporate the existing faculty senate rules on tenure in the agreement. These rules provided for a final determination of tenure to be lodged with the trustees.

More than six months of extremely slow progress in negotiations took place. During this period, the AAUP frequently requested and was granted permission by the senate to present its views on the lack of negotiations progress. The administration often responded informally about the basis for its stands at these meetings. Two events then occurred which had a galvanizing effect on negotiations. First, a member of the management team, Dr. Benjamin Rosner, a new but highly respected dean, passed away suddenly. Second, five members of the AAUP bargaining team, primarily identified with the AFT, resigned over the lack of progress in negotiations. The AAUP regrouped, and a team under the leadership of LeRoy Debeck proceeded to negotiate an agreement. Both sides had learned much from a variety of formal and informal contacts that took place with individuals and groups within the bargaining unit. The AAUP modified some of its emphases in response to faculty pressure for an agreement after a year of negotiations and the university became more pragmatic in its stand on the nonnegotiability of certain items such as tenure, promotion, and appointment of department chairpersons.

Thus, after more than 50 negotiating sessions, the parties consummated an agreement on July 18, 1974, one year after the start of negotiations. The agreement was immediately attacked by a rump group called the Rank and File Caucus, but won approval from the membership by a 385-

125 vote in September 1974. It should be noted that the agreement was reached without the use of outside mediation, fact-finding, or other assistance.

### Contract Provisions

Financial. The agreement was for a three-year period (retroactive for the first year) and provided the following financial terms:

#### July 1, 1973 (retroactive increase of 6.2 percent total)

6.2 percent of 1972-73 salaries to be paid in one lump sum upon ratification of the contract

#### July 1, 1974

5.5 percent of 1973-74 salary or \$825, whichever is greater; free \$5,000/year life insurance plus co-pay additional up to twice salary; early retirement; improved maternity leave; improved sick leave (librarians)

#### January 1, 1975

2.5 percent of 1973-74 salary or \$375, whichever is greater;  
1 percent merit pool;  
1 percent University Inequity Adjustment Fund (faculty) or  
1 percent Salary Review Committee (academic professionals) or  
1 percent further across the board increase (librarians)

#### July 1, 1975

4 percent of 1974-75 salary;  
1 1/2 percent merit pool

#### January 1, 1976

5 percent of 1974-75 salary  
1/2 family Blue Cross/Blue Shield/Major Medical paid by administration

Salary minima by rank were established as follows:

Rank	July 1, 1973	July 1, 1974	July 1, 1975
Instructor	\$ 8,000	\$10,000	\$10,500
Asst. Prof.	10,000	11,500	12,000
Assoc. Prof.	12,500	14,100	15,000
Professor	15,700	17,800	18,500

### Noteworthy Clauses

Tenure. If a dispute over tenure arises, the matter goes to the Faculty Senate Personnel Committee. Should the personnel committee support tenure and the president of the university disagrees, the matter goes to a nine-person internal committee for final determination. The university and the AAUP each name three persons and these six name an additional three members of the committee.

Promotion. Disputes over promotion are arbitrable, but the arbitrator is limited to a recommendation that the matter be remanded for reconsideration.

Work Load. Existing faculty work loads are protected by a maintenance-of-standards clause.

Grievance Procedure. A dispute over contract interpretation may be taken to arbitration by the AAUP or the individual. In the event the grievance does not have the support of the AAUP or the individual chooses to pursue the grievance independently, the costs are borne by the individual. As indicated above, the arbitration procedures are modified in tenure and promotion cases. In addition, issues over merit and inequity

pay distribution are subject to final determination by the administration after faculty input. A special procedure is followed in retrenchment cases.

Appointment of Chairpersons. These require the concurrence of the dean and the faculty involved. In the event of a disagreement, the dean may appoint an acting chairperson.

Pension. Early retirement with full benefits is available at age 62. An individual may opt for early retirement if he/she has 10 years of service and has attained the age of 55. In fact, at any age between 55 and 62, the individual may opt for early retirement. If early retirement is chosen, the individual and the university step up their contributions to the retirement fund so that both have contributed the same amount they would have contributed had the individual elected for normal retirement (except for contributions on increases which might have been earned between ages 62 and 67).

Retrenchment. The Temple - AAUP retrenchment policy is worthy of note. It stresses attrition, but should attrition not meet the need, then in order of priority, part-time, nontenured, and tenured faculty are to be released. Release of tenured faculty is on a seniority basis. However, either Temple or the AAUP may opt for a different procedure which takes into account the following factors: (1) possession by remaining faculty of qualifications requisite to perform the work required; (2) affirmative action goals; (3) academic excellence; (4) early retirement.

Each party names six members to a special committee. Half of each party's delegation must come from the department, program, or college

affected. An order of retrenchment different from the priority order must have a majority vote of the committee. Such a vote constitutes a final determination of the order of retrenchment.

### Contract Administration and Governance

Administrative Organization and Grievance Experience. After the AAUP established a system of representatives, both sides engaged in what was termed a "dog-and-pony" show. The AAUP president and the university vice president for personnel resources visited all major bargaining unit components to explain the contract to members of the administration and AAUP representatives in the area and to answer questions. There is general consensus that the effort was useful in disseminating information about rights and procedures.

With respect to grievance activity, approximately 10 cases have gone to the third step and all have been settled by the parties. In one case, a dispute over work load differential by some business school faculty vis-à-vis liberal arts faculty, the parties have settled the grievance but have agreed to continuing study of the problem of equalizing work load.

No cases have gone to the final step (arbitration) under the regular grievance procedure. One case has preceded to the final "court of appeal" under the special tenure procedure. In that situation, a liberal arts professor was supported in his bid for tenure by the Senate Personnel Committee. The president denied tenure. The nine-person review committee, which was comprised solely of faculty members, voted 7-2 against tenure.

Merit and inequity distribution have aroused considerable differences of opinion among colleagues. Many members of the bargaining unit appear to believe that peer judgment is not the best way to handle these distributions -- at least, not in the present system.

#### Effect on Senate and Students

Most observers agree that it is too early to determine the effect on the senate. They are conscious that a deliberate attempt has been made to preserve collegiality by carving out contractually guaranteed roles for the senate. Senate and AAUP relationships have varied from an arms-length relationship to cooperation. The AAUP, for its part, sees the senate as liable for its contractual roles and for activities which do not impinge on bargaining. In fact, the AAUP is anxious to maintain the senate's role in order to permit the AAUP to concentrate on the areas it considers its primary turf. Much appears to depend on the type of collaborative relationship established. It is clearly possible that future personality differences among the respective leaders and an aggravating situation, e.g., faculty cutbacks, could result in a formal split. In the event of such a split, the senate would probably be the loser.

Student leaders clearly perceive that collective bargaining can only work against student interests. The student senate leadership believes that the AAUP agreement and other factors have inevitably led to increased financial pressure on what is basically a nonaffluent student body. In addition, they perceive the faculty as becoming insular and concerned with contractual protection of faculty interests, and they are worried that students will lose ground financially and academically.

Students made a formal attempt to obtain a seat at the bargaining table and were rebuffed by both parties.

#### Other Internal Governance Effects

Prior to collective bargaining, the various schools and colleges differed considerably in their internal governance mechanisms. Following the emergence of a bargaining agent, all schools and colleges established some form of collegial assembly for internal governance purposes within the school or college. In a number of already established assemblies, leadership passed from the dean to an elected faculty head. These organizations relate to the AAUP by raising matters for AAUP discussion and/or acting and reacting to the positions of the AAUP. The collegial assemblies play the same role for matters within the province of the senate. In addition, the collegial assemblies handle matters unique to their segment of the university which fall outside the concern of either the AAUP and the senate. As such, it appears that a greater degree of faculty controlled decentralized discussion of issues is now present. It is too early to predict the long-run mission of these collegial assemblies.

#### Meet and Discuss

Meet and discuss sessions designed to explore matters of mutual concern, although slow in getting underway at Temple, have been fruitful in clarifying the meaning and application of agreement terms. On some issues, the parties were able to improve faculty benefits. For example, the university changed the major medical insurance carrier and, without any increase in cost, raised the potential benefit level.

Meet and discuss sessions have also been a joint forum for exploring methods of cooperation between the parties designed to improve the ability of the university to obtain a "fair share" from the state legislature.

#### Relationship with Governing Body

The board of trustees has played a relatively quiescent role since the agreement came into being. It appears to have confidence in the university administration and has not intervened in the problems handled by the parties. The board maintains a close watch over the AAUP-administration relationship and is clearly knowledgeable about what action is transpiring. One area of substantial interest to the board is faculty work load. This interest may lead the board into a more significant interface with the AAUP.

#### Budgetary Impact

The settlement was accepted by the faculty despite some misgivings at the time of ratification about the possible inroads of inflation. In fact, the financial settlement has appeared better over time. Its effect on institutional finances was not considered serious at the time of settlement, but it is increasingly being visualized by the administration as financially painful in the light of the difficulty in obtaining state funds. Both sides have cooperated in general lobbying for increased appropriations.

Financial difficulties at Temple continue and have resulted in large-scale attempts at cost reduction and have included a recently approved tuition hike. The budgetary problems have affected the Medical School



adversely. They visualized an informal parity with gains made by the bargaining unit. Faculty increases awarded at the Medical School tended to approximate the average increase for the year granted to the AAUP but were less than the total increase for bargaining-unit members. The effect is that AAUP bargaining unit members have a greater sum factored into their base than Medical School faculty over the long term. The Dental School was low in its salaries and was not hurt because of attention to its special situation. Some medical and dental school faculty members are tentatively exploring the notion of collective bargaining representation to protect their interests. Such a development could aggravate the problem of university finances.

Additionally, the other bargaining units at the university are many and generally strong. They have not hesitated to strike and have won some favorable settlements. The university, too, is saddled with a vastly enlarged physical plant and finds the cost of operation of the plant a major cost factor. The outlook is for real financial difficulty in the period ahead. It seems reasonable that both sides will step up their activities in Harrisburg. The university already has an officer whose duties include liaison with the state legislature and the governor's office.

### External Relationships

With the exception of lobbying in the state legislature, external relationships and problems have been minimal since the advent of collective bargaining at Temple. As indicated above, the AAUP and the university have cooperated in considering and carrying out appropriate action concerned with the state portion of the university budget. Both union

and university officials have met with state legislators and expect to do so in the future. Top university officials were extensively involved in such activity prior to the passage of the present budget. Both sides effectively supported passage of a bill that will relieve the pressure of the sizable debt of the Temple University Hospital. The state has assumed ownership of the hospital and the debt; it will lease the hospital to Temple for operating purposes.

Otherwise, the relationship has largely been an inwardly looking one. The parties functioned without a mediator or fact-finder in bargaining. No cases have gone to the Pennsylvania Labor Relations Board since the unit was formally certified. No use has been made of outside arbitration. Thus, with the exception of the budget, the parties have looked to their own resources to solve emerging problems.

## TEMPLE UNIVERSITY LAW SCHOOL

### Organizing Campaign and Unit Determination

On June 3, 1971, the Faculty Collective Bargaining Association filed a petition with the Pennsylvania Labor Relations Board to represent all full-time faculty at the university. Six days later, the Temple Law School Professor's Collective Bargaining Association filed its petition with the Pennsylvania Labor Relations Board seeking a separate unit for Law School faculty. The direct impetus for the Law School faculty was its concern over being subsumed by a broader faculty unit. The Law School, like other professional schools at Temple and elsewhere, enjoyed a salary advantage over the university faculty members and presumably saw a broad unit as a threat to this relationship. Additionally, the Law School, as a relatively small body, perceived its interests as potentially being lost in the broad-based unit. The Law School was generally satisfied with existing internal governance mechanisms.

More than 50 unit hearings were held between October 7, 1971, and April 9, 1972. The Law School faculty participated in these hearings under the leadership of I. Herman Stern, Esquire, a professor of labor law. The Law School was involved in some 28 of the hearings and called a series of witnesses to support its stand for a separate unit for the Law School. The university argued vigorously for an all-encompassing unit throughout the hearings. The eventual winner in the main unit campaign argued for the inclusion of the Law School in the larger unit with separate branch status.

On August 11, 1972, the PLRB issued a separate unit determination for the Law School as follows:

Unit II - a subdivision of the employer unit comprised of Temple University Law School, including all professors of law, associate professors of law, assistant professors of law, adjunct professors of law, and all law librarians as support professionals necessary to the teaching of law, and excluding management, supervisors, first level supervisors, and confidential employees as defined in Act 195 (1974-1975 contract, p. 1).

The inclusion of librarians as support professionals followed the pattern of the PLRB in the larger unit at the university. One difference between the Law School unit and the larger unit was the inclusion of adjunct professors at the Law School. The Law School unit thus included both full-time and part-time instructional personnel. Since the Law School uses a number of noteworthy part-time lawyers, the Temple Law School Professor's Collective Bargaining Association was able to include their activities under its aegis.

At the time of the election in 1972, 24 faculty members and 11 librarians were eligible to vote. The election ballot offered a choice between the Temple Law School Professor's Collective Bargaining Association and No Union. The vote was 28-2 for unionization.

Following the election, the university appealed the unit determination by the Pennsylvania Labor Relations Board. However, in July 1973, the board of trustees of Temple University removed its objection to a separate unit and the PLRB affirmed its original unit determination order.

#### Contract Negotiations

The Law School, as might be expected, had a substantial system of joint governance prior to the advent of collective bargaining. Well-documented procedures existed for such matters as tenure and promotion.

The parties desired to maintain the existing systems and hence opted for a minimal role for collective bargaining per se.

A new, elected five-person committee was established by the faculty to work with the dean on the Law School budget. Although the committee is advisory, the influence it carries is strong and many matters that ordinarily might have gone to formal bargaining have been settled in committee discussions. For example, the committee has been able to work out a formula for secretarial support of faculty members in its deliberations.

Against this background, it is not surprising that formal bargaining is minimal. Bargaining is handled separately for the faculty and the librarians. The head of the association bargains for the faculty and is accompanied by a librarian when he bargains for them. The administration has been represented by the dean of the Law School and the vice president for personnel resources. Agreements negotiated by these participants are then presented to the university administration for approval.

The outcome of bargaining thus far has been a series of one-year agreements negotiated separately for faculty and librarians. These agreements have been limited in scope. They identify the association as the collective bargaining representative for either faculty or librarians and list new minima by rank. Across-the-board increases have largely been settled in budget committee deliberations. These increases have generally been somewhat greater than increases negotiated by the university faculty unit. The merit increase pool of the main unit has not been a part of Law School deliberations. Fringe benefits bargained for regular university faculty and professionals have been extended to law school staff.

While the salary minima tend to be high compared to regular university faculty, e.g., \$18,000 for assistant professors in 1974-75, the salaries reflect the market reality that lawyers, capable of serving as faculty in a good law school, have substantial market alternatives. In this connection, the Law School is under the vigorous leadership of Peter Liacouras, Esquire, who is committed to first-rank status for the law school. One step in this direction has been the growth of women in administrative positions within the Law School and the greater admission rate of women and minority group members. The Law School itself is in a substantial new building which has permitted growth and expansion of many activities heretofore curtailed by space considerations.

The closest the parties came to a significant impasse was in 1974-75 when a settlement was reached three days before the matter was to go to the entire Law School faculty. At no time was a strike threat mentioned by the association, and it is unclear what steps might have been taken by the full faculty. Ratification of agreements has been routine.

#### Contract Administration

No formal grievance procedure exists. Matters are taken up informally by the grievant with the member of administration involved. If matters are not resolved by this step, the head of the association accompanies the grievant to a subsequent meeting. Relatively few faculty grievances have emerged. A more significant source of grievances has been the librarians. In every case thus far, the grievance matters have been resolved with no need for outside intervention, assistance, or appeal. No cases have been submitted to arbitration.

### Governance

When organizational efforts first appeared at Temple, the prospect of a university-wide unit that included the law faculty was perceived as a serious threat to the healthy internal governance situation in the Law School. This, among other factors, led the Law School faculty to seek to protect its interests via a separate unit. With the separate bargaining unit now in place, collective bargaining has been utilized to perpetuate much of the existing system. In effect, the faculty have not adjusted to collective bargaining so much as it has adjusted collective bargaining to its needs.

The faculty, acting as a body of the whole, has enjoyed a substantial role in the administration of the Law School. For example, the dean of the Law School was essentially a faculty selection and it is understood that the faculty will review his stewardship after his five-year term expires.

The existence of collective bargaining has, if anything, strengthened the mutual governance procedure. The new budget committee plays an important role in advising the dean of faculty priorities. Although no written grievance procedure exists, problems in the form of grievances now have a more orderly path to resolution. General faculty problems continue to be the province of the faculty meeting as a whole without involvement of the association per se. There is, of course, the threat that matters which are not solved on a shared governance basis can become the interest of the association. The small size and relatively homogeneous composition of the Law School has been important in gaining institutional support in matters that require the concurrence of the university administration.

There is no evidence that law school students have perceived collective bargaining as a threat to their interests. In fact, insofar as collective bargaining works to improve the status and role of bargaining unit personnel, it is reasonable to expect that law school students will at least tacitly support the process.

### External Relationships

The "outside" forces at work in this situation have essentially been other university personnel. There has been no external agency involvement since the bargaining unit was certified by the PLRB.

Thus far, there has been little reason for either the president or vice president for personnel resources to be heavily involved in Law School collective bargaining. The results have generally been considered satisfactory, and the center of the stage has been elsewhere. As concern mounts within the university over budgetary matters, however, it appears likely that Law School settlements will be scrutinized more closely. The external questions that emerge in the future appear less likely to involve agencies outside the university. Rather, they will probably center around the question of internal Law School autonomy.

## THE UNIVERSITY OF PITTSBURGH

### Background

The University of Pittsburgh is a former private institution with a main campus in the Oakland section of Pittsburgh and four small branch campuses in locations surrounding the Pittsburgh area. During the early 1960s, the university attempted to expand its programs and experienced severe financial difficulties when its major private benefactor, the



Mellon family, withdrew its support. In 1966, the board of trustees voted to accept state-related status for the university. The University of Pittsburgh now receives approximately 35 percent of its income from state appropriations.

Following the passage of Act 195 in late 1970, the main campus experienced small scale faculty organizing activity, but the first major union drive occurred on the branch campus at Johnstown in 1972-73. This activity culminated with unit hearings in which the PLRB determined that the Johnstown campus was not an appropriate unit for the University of Pittsburgh faculty. In September 1974, an AFT affiliate petitioned for recognition as the bargaining representative for the faculty of the entire university. Unit hearings before a representative of the PLRB were completed in August 1975. The parties are currently awaiting a decision, and an election is expected within the next few months.

This review will deal with three topics: the impetus for organizing activity at the University of Pittsburgh, the organizing campaign itself (including the roles of the respective unions, the university administration, the faculty senate, and the students), and the hearings that occurred during 1974-75 on the university-wide faculty unit. Of particular interest in this discussion is the status of the university professional schools and of various first-level supervisory and nonteaching personnel.

#### The Impetus for Faculty Organizing Activity

It is by no means clear at this time that the majority of the University of Pittsburgh faculty will support unionization if and when an election occurs. Those who have been active in the collective bargaining movement, however, believe that the organizing effort addresses two basic

and widespread faculty concerns. The first concern involves a sense of increasing external controls, a sensitivity to the need to compete with other public and state-related institutions for state support, and the perceived inability of the university administration to support faculty interests in the state capital. The second is an increasing concern over the growth of administrative dominance in internal decision making.

Some respondents indicate that external factors are the greatest concern. With the acceptance of state-related status, the university also accepted accountability to state authorities for the use of public funds. Symbolic of the increasing demands for accountability was an amendment to the state-related appropriations bill for fiscal year 1973, which required that each institution submit detailed reports on the weekly activities of their facilities. In addition, increased financial pressures at the state level forced a more competitive environment among public institutions of higher education in the state. The highly favorable economic settlement of the state college and university faculty and the relatively high salary increase of the Temple faculty during 1974-75 have made some University of Pittsburgh faculty increasingly sensitive to the need for increased faculty political clout in the state capitol.

With respect to internal issues, activist faculty have become concerned about the increasing size and apparent dominance of the administration in the operation of the institution. Some perceive that the current administration is excessively concerned with efficiency, at the expense of traditional academic values. The senate is viewed as an administration-dominated organization, and the deans are perceived to have excessive control over academic personnel decisions.

While economic benefits do not appear to have become a major issue thus far, junior faculty seem increasingly concerned about job security in the face of increasing financial pressures at the state level. In addition, everyone is becoming more aware of the decreasing purchasing power of faculty salaries. It is difficult to tell whether the majority of University of Pittsburgh faculty share all of these concerns, but they clearly represent the major issues in the eyes of the union activists.

### Organizing Activity

Faculty union activity on the main campus of the University of Pittsburgh originated with a meeting of a group referred to by some respondents as "radical faculty members," namely faculty involved in the antiwar movement and social and university reform. Reportedly, they met initially with a view toward becoming a force for educational change within the university. They saw themselves as an independent local group. This group attracted some of the leadership of the teaching assistants and teaching fellows who were also motivated by many of the same radical commitments. They found over time that it was not possible to operate effectively as a local group and began to think in terms of external affiliation. They contacted both the PSEA and the AFT and, in 1973, decided to affiliate with the latter, primarily because the teaching assistants and teaching fellows were not acceptable to PSEA in a faculty unit. They assumed the name of the Pittsburgh Professional Union (PPU).

In the summer of 1973 the organization of the state colleges and the union campaign at Temple University led other faculty groups at The University of Pittsburgh to consider the merits of collective bargaining. At that time the leadership of the AAUP became interested in collective

bargaining, and its membership voted to support this interest. In July 1973, the current AAUP president, an early supporter of collective bargaining, was elected to office--an action that confirmed the AAUP's change of direction.

The situation came to a head in the spring and early summer of 1974 when the PPU/AFT association submitted a petition from a faculty and graduate student employees' constituency to the PLRB for recognition as a bargaining agent. The AAUP immediately filed an intervening petition as did the PSEA soon thereafter. Subsequently, separate associations of the law, medical, and public health faculties filed petitions for status as separate collective bargaining units.

The constituencies of the three major unions and the issues espoused by those constituencies do not appear to vary substantially from the pattern at other institutions. PPU/AFT is supported by younger, more "radical" members of the faculty, as well as teaching assistants and teaching fellows who have been rejected by the other unions. Apparently, the majority of faculty supporters are from the humanities and the social sciences. The PPU/AFT appears to have a predominantly local leadership, and the affiliation with AFT is viewed primarily as a mechanism for maximizing political influence in the state capital. The PPU reportedly has the most "aggressive" leadership among the three major unions. Although the unions are not clearly distinguishable with respect to the issues they support, the PPU has emphasized job security, due process, and departmental autonomy. The last has become an issue among humanities and social science faculty in the recent past because of the dean's failure to follow departmental recommendations on a series of tenure decisions.

The AAUP is associated with a senior, conservative constituency spread across the university. In general, this constituency is probably less in favor of collective bargaining than those who support the other unions. In fact, it is reported that many AAUP supporters would probably prefer the "no agent" option. If the no agent option loses ground prior to the election, or if there is a runoff between the AAUP and another union, the AAUP would probably expect to capture the no agent vote. The issues stressed by the AAUP are not clearly distinguishable from those of the PPU. Reportedly, however, they would support negotiations confined primarily to economic matters. The local AAUP organization hired an AAUP attorney when the unit hearings began, but have since dropped the outside help for economic reasons. Apparently the AAUP organization is almost strictly local in nature.

In contrast to its competitors, the PSEA campaign at Pitt has received its primary impetus from the PSEA office in the state capital, which has reportedly solicited support from the education faculty and non-teaching professionals. PSEA emphasizes its political influence in the state capital and has focused on economic issues. In addition, the PSEA appears to stress equality of status and benefits among faculty and other professional personnel.

At the time the interviews were conducted at the University of Pittsburgh (May 1975), a great deal of sentiment reportedly existed for the "no-agent" option. However, those who oppose collective bargaining have no active leadership or organization. (The major support for this option

appears to come from the engineering, business, law, science, and health faculties.)<sup>26</sup>

The university administration has maintained a low profile thus far. It is widely believed that the chancellor is opposed to collective bargaining, but he has made no public statement to this effect. The only concrete actions taken by the administration thus far appear to be the appointment of a new director of employee relations, the establishment of an informal policy committee on collective bargaining, and a move toward greater cooperation with the university senate.

The university senate is comprised of the entire faculty (approximately 2,000 individuals), about one dozen students, and a small number of administrators. Their meetings, which are held four or five times a year, attract very few members. Each meeting is preceded by a meeting of the Senate Council which serves as an executive body and includes 50 members. In the opinion of most respondents, the senate has not traditionally been a very effective or influential body.

Although the senate has established a committee to examine the issues involved in collective bargaining, it has not played an active role in the collective bargaining campaign. At the same time, some respondents believe that the campaign has provided the impetus for a more active senate. For example, the administration has reportedly begun to work more closely with the Senate Budget Policies Committee. In addition, the senate is now in the process of reexamining tenure policies and procedures in response to

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<sup>26</sup> Many respondents believe that if the public health faculty is included in the university-wide unit, the no agent option will win. This issue will be treated further in the discussion of the unit determination hearings below.

faculty concerns noted above. The senate also planned a forensic session on collective bargaining in the fall of 1975 to provide an opportunity for presentations by representatives from each union.

In general, students at the University of Pittsburgh appear to be apathetic about collective bargaining. However, a small number of student leaders and activists have expressed some interest and concern. For example, the student newspaper printed an editorial in October 1974 opposing faculty collective bargaining.

Although a small contingent of student radicals reportedly support faculty unionization, student leaders appear to have a number of reservations. One of the major student issues at the university in the recent past has been the prospect of increased tuition, and some student leaders sense that collective bargaining will only add to the financial pressures on the university. Indeed, at the time of the last budget review, the administration indicated to the university senate that faculty salary increases would almost inevitably lead to a tuition hike. In addition, some students are concerned that faculty collective bargaining will push student participation further toward the sidelines of university governance.

#### Unit Determination Hearings

As noted above, the rejection of the Johnstown faculty petition for separate bargaining unit status led to an understanding that any faculty collective bargaining unit at the University of Pittsburgh would probably be university-wide in scope. When the PPU/AFT petitioned for recognition in September 1974, however, two major issues remained to be resolved: the status of the professional school faculties and the issue of job titles. Although the university administration has argued for a comprehensive

bargaining unit of full-time faculty, the law and medical faculties will most probably be excluded from the main faculty unit. (The Temple bargaining unit decision constitutes an important precedent in this regard.)

The major issue in unit determination at Pitt has been the status of the Graduate School of Public Health faculty. The PPU/AFT and the PSEA have argued for the exclusion of the public health faculty, reportedly in the anticipation that this group would vote "no agent" if it is included in the main faculty unit. Moreover, the health faculty has formed its own association and petitioned the PLRB for recognition as a separate unit. The university administration has argued that the public health faculty is an integral part of the university, and the AAUP appears to sympathize with this view. It is expected that if the PLRB should decide to separate the public health faculty from the main faculty unit, the administration may take the matter to court, causing a considerable delay of the election.

With regard to job titles, five issues exist: department chairpersons, librarians, other nonteaching professionals, part-time faculty, and teaching assistants and fellows. The administration desires to exclude chairpersons from the bargaining unit, while the unions seek to include them. The major issue concerning the librarians is the separation of those who are "supervisors" from those who are not. The administration identifies 30 in this category; the unions identify 6 to 8. Other nonteaching professionals are not included in the AAUP or AFT petition, but they are included by the PSEA. Some observers believe that the inclusion of NTPs will be a source of some strength for the PSEA. The AAUP apparently stands alone in supporting the inclusion of part-time faculty. Similarly, the PPU/AFT is the only union which supports the inclusion of teaching assistants and fellows.



### Involvement of External Constituencies

The state administration has played a minimal role in the collective bargaining situation at the University of Pittsburgh. The only involvement reported was testimony by the deputy secretary of education and the director of labor relations during the Johnstown branch campus hearings, in which both officials argued strongly for a university-wide collective bargaining unit.

### THE PENNSYLVANIA STATE UNIVERSITY

The Pennsylvania State University is a comprehensive land-grant university with a main campus (University Park) located in the geographical center of Pennsylvania and 21 additional campuses dispersed throughout the state.<sup>27</sup> Penn State has a long history of financial ties with the state and currently receives approximately 35 percent of its income from state appropriations. The university is governed by its own board of trustees, chartered by statute in 1855. Of the 32 board members, 4 are state officials who serve ex officio: the governor, the secretary of agriculture, the secretary of environmental resources, and the secretary of education. An additional 6 trustees are appointed by the governor.

### The Branch Campus Petition

Efforts to organize the Penn State faculty for collective bargaining were initiated at the university's 18 (now 17) two-year "commonwealth campuses." On January 27, 1971, the Association of Pennsylvania State

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<sup>27</sup>These include 17 two-year (lower division) campuses, 1 four-year college, a graduate center in the Philadelphia area, an upper division and graduate center in the state capital, and a medical school.

University Branch Campus faculty members (PSU-BRANCH) filed a petition with the PLRB to represent the faculty, librarians, and counselors of the 18 commonwealth campuses. PSU-BRANCH maintained in its petition that the 18 campuses had an identifiable community of interests which was separate and distinct from faculty at the University Park campus and other campuses of the university.

The university administration opposed this petition on the grounds that the commonwealth campuses were not separable from the entire university and to rule in favor of the petition would unnecessarily fragment the university, hindering the effective performance of its teaching, research, and service missions.

The PLRB conducted a series of nine hearings on the PSU-BRANCH petition during 1972. Among the witnesses was the secretary of education, who presented the position of the state administration on the Penn State faculty unit question. The secretary testified that fragmentation of faculty bargaining units in any of Pennsylvania's public institutions would further complicate statewide coordination. In a multi-campus institution like Penn State, such fragmentation would also lead to "unhealthy competition" for resources within the university itself.

On June 6, 1973, following six months of deliberations, the PLRB dismissed the PSU-BRANCH petition and ruled that the faculty of the 18 commonwealth campuses did not constitute an appropriate bargaining unit. Since the PSU-BRANCH petition applied only to the commonwealth campuses, the board did not issue an order for an election. The reasoning in the order of dismissal hinted that any appropriate faculty unit would have to include the University Park faculty.

### Organizing Activity on the Main Campus

Immediately after the board's decision, a letter from the university's president to the faculty and professional staff urged each person to become informed about collective bargaining and to develop his or her own judgment concerning the desirability of collective bargaining at Penn State. He urged them to become informed about the potential impacts of collective bargaining on academic personnel policy, university governance, faculty-administration relations, and the university's autonomy relative to the legislature and other branches of the state government.

In the spring of 1973, the University Faculty Senate created a committee to study the implications of collective bargaining for faculty governance. The committee's report was issued to the senate in December 1973 and was widely disseminated. The committee concluded that "The major problem in this University . . . , the major irritant stimulating active consideration of collective bargaining, is a perceived inadequacy of the role of the faculty in governing their own affairs and the apparent absence of any real faculty voice in the making of any major decisions. Dissatisfaction with the economic and working conditions, while apparent, may be minor by comparison."

The committee concluded that collective bargaining can have a significant effect on all of these matters but whether it would depend on a variety of factors, not assessable at that time. The committee concluded: "It is necessary for the entire faculty to face up to its responsibility, come to grips with the details of the problems, to inform itself fully and to come collectively to a set of majority conclusions and decisions."

While the senate committee was conducting its deliberations, PSU-BRANCH was making efforts to extend its organizing efforts to the main campus and the upper division/graduate center in the state capital. In the fall of 1973, PSU-BRANCH formed a coalition with organizing committees at these two other campuses, and the organizations jointly announced a new umbrella organization called the Pennsylvania State University Professional Association (PSUPA). PSUPA's organizing efforts began in the fall of 1973 with an informal card-signing campaign. In October, the provost sent an open letter to the faculty and professional staff explaining the meaning of the signature card and asking them to wait for the results of the senate collective bargaining committee report before making up their minds about collective bargaining.

In response to the senate Ad Hoc Committee on Collective Bargaining report, a resolution was offered at the January 8, 1974, meeting of the University Faculty Senate to create a joint faculty-administration committee on faculty participation in university governance.

During the governance committee's deliberations, other important events were occurring. The Penn State Chapter of the American Association of University Professors (AAUP) announced its intention to seek to represent the faculty in collective bargaining. PSUPA's campaign continued through mass mailings of signature cards to all faculty and professional staff. In addition, a group of faculty members announced their intention to oppose unionization efforts at Penn State. This group ("Open Options") stated its purposes as the collection and distribution of information bearing on the question of unionization at Penn State. It maintained that a balanced view is necessary for each faculty member to make an informed

choice and that the time to learn facts about collective bargaining is before an election takes place. Open Options has sought to question the information being presented by the various associations and in some cases has argued that this information is not accurate.

In response to a mass mailing to university faculty and professional staff by PSUPA, the university administration made known its opposition to unionization. In a February 9, 1974 letter to faculty and professional staff, the provost argued that the university administration has the right and responsibility to express its views on the issues of collective bargaining. He said that the administration does not regard collective bargaining at Penn State as inevitable and that from his point of view collective bargaining is undesirable. He stated that the interest of the faculty and staff are best served under the shared governance pattern common to most distinguished universities. Finally, he recommended against signing signature cards, which could lead to a collective bargaining election.

In May 1974, the faculty governance committee report became public and received wide distribution throughout the university community. The report included 35 recommendations designed to strengthen faculty-administration relations at Penn State. Several of these recommendations were designed to increase the effectiveness of the university senate as the major voice of the faculty in university-wide affairs. The president expressed his approval of the general thrust of the report but was unwilling to comment on specifics at that time. The 1974-75 academic year witnessed extensive discussion both between and within the faculty and administration

with regard to the implementation of the governance report, which is still in process.

PSUPA's response to the governance report took only three weeks. On May 28, 1974, PSUPA filed an unfair labor practice charge with the PLRB, charging the university administration with: "1) financing, encouraging and dominating the university faculty senate as a company union which will engage in collective bargaining activities as the exclusive voice of the faculty in university-wide affairs . . . , 2) promising economic and other benefits to discourage its employees from exercising freedom of choice in the selection of a collective bargaining representative, and 3) reconstituting the university faculty senate as a favored, competing alternative to the employee organizations in order to convince employees that economic and other benefits can be obtained from the university without formal collective bargaining under Act 195."

The university administration denied the charges. Hearings before a PLRB hearing examiner began in the fall of 1974 and continued through March 1975. Although a decision had yet to be rendered on the senate case, PSUPA forwarded a letter to the president of the university in September 1975, requesting recognition as the bargaining representative for all faculty and nonteaching professionals. The AAUP has indicated that it has sufficient signature cards to intervene. The university administration subsequently opted for new unit determination hearings which could be quite lengthy, depending, in part, on the nature of the precedents established in the University of Pittsburgh case. In the expectation that the senate case might delay progress toward an election, PSUPA dropped the unfair labor practice charge in November 1975.

Students have shown relatively little interest in collective bargaining at Penn State, although the student newspaper has provided regular coverage of campaign activities. Following the submission of the PSUPA petition, however, the Graduate Student Association made it known that they are opposed to faculty unionization and have requested permission to testify at the unit hearings. Following the PSUPA petition the undergraduate student government initiated a debate on the potential consequences of faculty bargaining for student interests.

With regard to the possible outcome of an election, it is difficult to assess the strength of sentiment for collective bargaining at Penn State. Such external factors as legislative appropriations for Penn State and/or the net gain experienced by the unionized faculty in other Pennsylvania institutions may have as much bearing on the eventual outcome as any internal debates.<sup>28</sup>

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<sup>28</sup> Portions of this section were taken from Kenneth P. Mortimer, "Professors Split on Union Issue," The Penn Stater (Penn State Alumni Association magazine), March/April 1975, pp. 7-9.

## PRIVATE INSTITUTIONS

Twenty-six of Pennsylvania's 32 public and state-related colleges and universities have certified faculty bargaining units; an additional community college has a highly developed form of informal bargaining. By contrast, only 3 of the approximately 115 private colleges and universities engage in formal bargaining. In all 3 cases, the bargaining is under NLRB certification. A number of the private schools engage in informal bargaining which ranges from a substantial bargaining relationship to minimal informal consultation regarding compensation.

This section will examine first the 3 schools where certified bargaining takes place: Moore College of Art, Robert Morris College, and the University of Scranton. Following an examination of the experience at these schools, unsuccessful bargaining campaigns will be considered; finally, the nature and extent of informal bargaining will be discussed.

### FORMAL BARGAINING

#### Moore College of Art

Moore is a small but well-regarded college of art located in Philadelphia. It has approximately 550 students and 70 faculty members.

Leadership of the faculty senate, dissatisfied with salaries and governance input, sought assistance from the AFT in 1971. A petition was filed with the NLRB and unit determination hearings commenced. The AAUP expressed some interest but chose not to play an active role. PSEA was an intervenor, but never a serious contender.



The principal issue in the unit hearings was the role of chairpersons in the many small departments. The college sought the exclusion of department chairpersons as members of management; the AFT argued the opposite. Their view prevailed with the NLRB. The unit as determined was:

All professors, associate professors, assistant professors, instructors, professional associates, teaching assistants, division directors, and department chairmen employed by the Moore College of Art (1973-1976 contract, p. 1).

Management opposed the union in the election campaign. After an active campaign in 1971, the AFT won the election with some 46 of the 70 votes cast. The parties have entered into two contracts. The first ran for one year and five months (January 1, 1972, to May 31, 1973); the second runs from September 11, 1973, to May 31, 1976. The college used legal counsel as its bargaining team leadership; the union provided state AFT assistance.

The first contract specified minimum annual salaries by rank. These salary minima are relatively low and were unchanged in the second agreement. They are:

Instructor	\$ 7,000
Assistant Professor	8,000
Associate Professor	9,000
Professor	10,000

A 6 percent increase was provided for in the first contract effective January 1, 1972. An additional 6.5 percent was effective September 1, 1972, on an across-the-board basis after \$6,000 was set aside for sabbaticals. The second contract called for a 5.5 percent increase effective consecutively in September of 1973, 1974, and 1975. Some of these funds were used for equity increases, with the remainder distributed across-

the-board. No provision was made for merit increases. The existing health and welfare benefits were continued, but the second agreement established an additional 0.7 percent of the salary base to be used for fringe benefits as determined by the union in each of the contract years. It is noteworthy that sabbaticals, if they are to exist, must come from the 0.7 percent fringe benefit package and be so designated by the union.

Mediation was used in the first agreement, but the parties believe that it was largely unnecessary. An agreement was negotiated in some dozen sessions with little outside assistance needed. The second agreement produced a negotiations problem. After approximately 14 sessions, a two-day work stoppage occurred prior to the start of the semester. The parties are in disagreement about whether the stoppage constituted a strike, inasmuch as the college was not in session at the time. In any event, the parties were without an agreement from June 1973 until the last minute when a contract was settled on September 11, 1973.

The grievance definition follows:

A grievance is defined to be any difference regarding wages, hours and working conditions between the parties hereto, between the Board and an employee covered by this working agreement, or any policy or practice directly affecting said wages, hours or working conditions that arises subsequent to the signing of this agreement, or that arises from the terms and conditions of this agreement (1973-1976 contract, p. 13).

The definition appears to be broad, but is later qualified to limit its application. To be valid, grievances must specify the contractual provision violated. A number of grievances were filed under the first agreement involving such issues as safety and working conditions. These appear to have been both real and reflective of dissatisfaction with some administration actions. Grievances have fallen off since the first

contract. One case involving arbitrability was lost by the union in arbitration. Another case is pending over the issue of release time.

Tenure is now automatic if the individual has a contract renewed for a sixth year. The faculty were not satisfied with the consequences of their input on tenure in the first agreement, and the second agreement outlines a system of evaluation which provides for faculty and student input. Tenure appeals can be made through the grievance procedure. For faculty with less than two years' service, the final step of the procedure consists of a decision by a special panel composed of a faculty member, an administrator appointed by the board of managers, and a member of the board. For faculty with more than two years' service, the appeal may go to arbitration, but the arbitrator is limited to ruling on whether the college's decision was arbitrary.

Normal full-time teaching workloads are 12 hours per semester with an additional 3 hours during intersession. Studio instructors work 18 hours per semester with 9-hour assignments during intersession. Both agreements provide for joint study committees with regard to class size.

The agreements contain a statement that the faculty will be involved in all matters concerning the college including hiring, promotion, rank, firing, suspension, discipline, curriculum, admission standards, lay-offs, scheduling, tenure, and college reorganization. This participation is through committees which make recommendations to the administration. Differences go to the board which has the final say, except for those items specifically included in the agreement. Although the senate has not been disbanded, it is dormant and the new advisory system appears to be functional.

Students have a role in faculty evaluation. They have sought a broader voice for their interests and now attend board meetings. They have not played a significant role in collective bargaining.

The parties have clearly matured in their relationship at Moore. There are financial problems of consequence, but the union and the administration have learned to work together both in the negotiation and the living under agreements. Mature flexibility is illustrated by the fact that the second agreement delegates grievance authority from the president's office to the dean. Certainly, the faculty now enjoy greater input - albeit much of it limited to an advisory nature - than was true prior to the advent of collective bargaining. While some members of the administration perceive that a few faculty members have chosen to limit their role as a result of the existence of a collective bargaining agreement, the overall judgment appears to be that faculty members who were concerned in the past with institutional and student needs, continue their concern.

#### Robert Morris College

Robert Morris College, formerly a junior college, is a four-year institution operating two campuses in the Pittsburgh area with a business-oriented curriculum. There are approximately 3,000 students and 75 full-time faculty members.

A senate existed prior to bargaining but was generally felt by the faculty to be a weak organization. Faculty concern with salary and what they believed to be arbitrary actions by management led to an interest in unionization. One significant case involved a professor who had some complaints with administrative treatment. After two years, the case was

settled in favor of the professor; but the senate was critical of the professor. This situation led some faculty to seek outside aid.

The AFT filed for an election with the NLRB, and an independent faculty organization intervened and won a place on the ballot. Unit determination hearings revolved around the role of department chairpersons, librarians, and learning-resource staff. The NLRB concluded that department chairpersons were to be excluded from the unit, but nonsupervisory library and learning resource personnel were included in the unit.

The election was held in April 1974 and the AFT won a substantial victory. The AFT captured 48 of the approximately 70 votes cast, with the remaining votes split between no union and the independent organization. The administration conducted an active campaign seeking to defeat the selection of a bargaining agent at the college.

The administration bargaining team was led by legal counsel; the union team, by AFT staff personnel. Negotiations were protracted, extending into April of 1975 with the parties widely separated on a number of issues. Mediation was introduced with relatively little effect. At the time of the 1975 Easter recess, the union asked that the negotiations continue through that period. The administration declined to meet during the recess and suggested that the parties adhere to the planned schedule which called for a meeting upon return from the recess. The college was surprised when the union called a strike one day before the next scheduled negotiating session. The grievance procedure was an important factor in this strike. College counsel had informed the senate that some portion of the agreed-upon grievance procedure would have to be modified because it was "inflammatory." The strike lasted for six days. During the strike,

some faculty were upset over a memorandum from the college, dated April 7, 1975, which covered the administration position in question and answer style. Some of the questions and answers follow:

QUESTION: Am I within my legal rights in striking?

ANSWER: This is a close legal question. Counsel for the College have been instructed to sue to enforce the signed individual contracts and to seek money damages from teachers who refuse to honor their contract. If the college is right, it could win such a lawsuit. If the college is not right, you are engaged in a legal strike.

QUESTION: Are there ways I can lose my job other than by being guilty of illegal threats or blocking?

ANSWER: Yes. There are many forms of improper strike activity -- vandalism, assaults, harassment of non-strikers to mention but a few. Also, there may be fewer faculty needed and cutbacks could occur for that reason.

QUESTION: If I go on strike, can I enter the College to get my personal belongings?

ANSWER: Your office key, your grade book, and all college property should be surrendered prior to the strike. Your personal belongings should be removed from your office prior to the strike. After that, strikers will be considered trespassers until such time as they lawfully return to work.

For persons absolutely unable to turn in their keys and grade book prior to the strike, and/or unable to retrieve their personal belongings, special arrangements may be made through the Dean's office to have a security guard accompany you on campus.

The college decided to remain open during the strike. Classes were taught by administrators and substitutes. Students organized protests over the use of substitutes and demanded "their teachers or their money." Both the union and the administration perceived the students as being more interested in their own needs than in supporting the faculty or the administration.

After the six-day strike, the parties agreed to a three-year contract effective in September 1974. Increases were 6.79, 7.02, and 7.5 percent, respectively, for each of the three years of the agreement. Improved health and welfare benefits were negotiated along with a grievance procedure terminating in arbitration. Tenure per se was abolished, with honorary tenure being awarded after five years of service. Class-size arrangements and a payment scale for overloads were also negotiated.

The relationship is too new to report any experience with the grievance procedure or arbitration. The senate has been dissolved, but the agreement provides that the administration may consult with the faculty on noncontractual matters. There is some difference of opinion between the parties about the import of this language.

The situation at Robert Morris is thus embryonic: it clearly will require time for the parties to work out a constructive relationship in the new collective bargaining framework.

#### The University of Scranton

The University of Scranton is a private Catholic liberal arts institution sponsored by the Society of Jesus (Jesuits). A Jesuit priest has led the university since its inception and the society has the sole authority to name the trustees of the university. Enrollment appears to be expanding; the full-time faculty numbers approximately 130. Eighteen of these are Jesuits, and some are active in union affairs. There has never been any discussion over the propriety of inclusion or noninclusion of Jesuits as active unionists.

A university senate was established in 1967 consisting of faculty, administrators, students, and alumni. A faculty committee of this senate

made recommendations on the distribution of the financial package made available to the administration each year. In 1970, a Faculty Affairs Council (FAC) was formed and recognized by the administration as the faculty's exclusive bargaining agent. Although three of the five FAC members are AAUP officers in that campus chapter, the FAC has maintained an unaligned posture.

The recognition agreement signed on November 19, 1970, provided that both parties would negotiate "upon matters mutually agreed upon." From the outset, the administration took the position that the only matters to be negotiated were salaries. After some experience with this administration position, the faculty concluded that the president of the university, a Jesuit and an experienced labor lawyer, had created a manageable union and succeeded in forestalling formal certification by the NLRB.

The parties negotiated a "Master Agreement" covering the period 1971-1974. Although this was a three-year agreement, wage schedules were negotiated annually. The faculty were disappointed when they learned that a cost-of-living provision in the first year was not necessarily renewable in future years. The agreement did not provide for arbitration of grievances. Consequently, when differences of opinion occurred, they were resolved by management decision. For example, the faculty agreed to an academic year contract which included an intersession between the fall and spring semesters. Many of the faculty viewed the intersession as an opportunity to engage in research or other activities. The administration established the intersession as a mini-semester, and required some faculty members to teach without additional compensation.



Negotiations began in the fall of 1973 for a new agreement to succeed the master agreement. The faculty were informed of management's best financial offer late in the year. The faculty asked for permission to take the matter to the trustees, and were at first denied this privilege. After the faculty voted down the university offer by a 95 percent vote against the package, the FAC was given permission to meet with the trustees in February 1974. Immediately prior to the meeting, the faculty voted a resolution indicating a lack of confidence in the president.

The trustees supported the administration and, after some further discussion, the university issued faculty contracts in March 1974. Later in March, the president was notified that 93 faculty members had signed authorization cards designating FAC as their bargaining agent. The administration indicated that it had no objection to recognizing a faculty union provided the unit were appropriate and the majority selected the group to bargain in an NLRB election.

Considerable dispute emerged over the composition of the unit. In contest were chairpersons, librarians, the director of the reading clinic, the assistant director of counseling, and the head librarian. The NLRB ruled in favor of the union on all disputed matters and defined the unit as:

All full-time faculty, including full-time faculty associated with the Reading Clinic and Counseling Center, full-time faculty assigned to the Department of Physical Education, all full-time faculty who are department chairmen, librarians and full-time faculty members given special assignments in lieu of teaching, but excluding all part-time faculty, nonprofessional employees, guards and supervisors as defined in the Act.

The election was held in October 1974. The administration did not conduct a campaign against unionization, and the FAC won the election

with only 3 of the 132 eligible votes cast against it. The FAC was certified by the NLRB and negotiations commenced for the 1975-76 year.

A wage package was agreed upon and a special group was established to handle all nonsalary problems. At this writing, the parties plan to issue a handbook that will cover governance issues. Both parties appear to agree that a handbook, rather than a contract, will avoid legalisms and tend to minimize employer-employee conflict. It is atypical for a certified bargaining agent to operate with a limited form of agreement, but it will be recalled that Temple University Law School adopted this approach. It will be interesting to see if the system changes with experience.

### UNSUCCESSFUL BARGAINING CAMPAIGNS

The National Labor Relations Board exercises jurisdiction over private colleges and universities whose annual expenditures are in excess of one million dollars. Five such institutions have been involved in unsuccessful collective bargaining agent elections in Pennsylvania. No elections have been held at smaller institutions, presumably under PLRB jurisdiction.

Three of the five schools at which unsuccessful bargaining campaigns have taken place are religiously oriented institutions. A synopsis of the activity at all five schools follows: (The unsuccessful bargaining campaign at Butler County Community College, conducted under the auspices of the PLRB, has already been reported in the community college section of this report.)

King's College. Founded in the mid-1940s, King's College is a Catholic coeducational liberal arts institution located in Wilkes-Barre, Pennsylvania. A Holy Cross priest has always been president and 7 of 125 faculty members are priests. Most of the college's physical plant has been constructed in the last decade, and subsequent declining enrollments have created serious problems for the college. Enrollment declined from 1,900 in 1971-72 to 1,600 in 1972-73.

The president enjoyed a generally good relationship with the faculty despite a faculty perception that he frequently postponed decisions. Faculty were less satisfied with the academic dean, whose interpretation of the tenure guidelines, in particular, was an important factor in the bargaining campaign. The faculty handbook stipulates that tenure will be offered to a "faculty member who shows promise of maintaining the high intellectual, academic and moral standards which his position entails, and whose commitment to the college is of a substantially positive and constructive quality." Prior to 1974, the academic dean served as chairperson of the committee that considered tenure and promotion cases. Between 1969 and 1972, four faculty members were denied tenure on the basis of lacking the appropriate commitment to the college. These individuals were generally liberal politically, and many members of the faculty felt that the dean's conservative opposition to these individuals had prevailed.

A group of faculty members approached the AFT at its branch office in nearby Scranton in 1972, and the AFT filed for an election with the NLRB. Discussion over the unit centered on two administrative positions and three chaplains. One of the positions with an administrative title was included in the unit; one was excluded. The chaplain was excluded;

the assistant chaplains were included. Department chairpersons were also part of the unit, as were librarians and counselors. After the hearings, the PSEA successfully intervened and won a place on the ballot.

Both PSEA and AFT argued that the union would be under local control and provide a greater voice in institutional policies. The administration argued vigorously that election of a bargaining agent would create severe financial problems for the college, threatening its existence. The president resigned immediately prior to the election. The election was held March 29, 1973. Of the 120 eligible voters, 33 voted for the AFT, 14 for PSEA, and 73 for No Representative. Most observers believe that the faculty were afraid of outside control and the financial implications of unionization for the continued existence of the college.

A new president has been named. He has stressed academic excellence. The faculty believe that promotion to full professor will now be available only to those who achieve a national reputation in their discipline. The new president appears decisive. Of the five faculty members recommended for tenure in 1975, four of these choices were rejected by the president.

In spring 1975, new authorization cards were circulated among the faculty. The individuals circulating the cards currently favor the exclusion of priests from the unit, following the NLRB decision in the Seton Hill College case (discussed below). They also wish to exclude the library staff. Although sufficient cards have apparently been signed to call for an election, the leaders are content to engage in informal campaigning until they perceive an appropriate time for an election. Part of the hesitation arises from the fact that there is a new academic dean. Some

faculty members wish to assess his performance before deciding for or against unionization.

Philadelphia College of Art. The college is a small school with some 1,000 full-time students and an equal number of part-time students interested in commercial art or the fine arts. There are 70 full-time and 60 part-time faculty members.

In 1972, a number of faculty members invited the AFT to organize the faculty. There was no single precipitating incident, but the faculty refer to the power of the dean as the strongest motivating force. The AFT filed a representation petition with the NLRB and a faculty unit composed of full-time and part-time faculty was found appropriate. The presence of the part-time faculty on the ballot required resort to a mail election. A heated campaign followed. The election, held in October 1972, resulted in a union defeat. The vote was 78 for No Representative and 51 for the AFT. Most observers believe union support was heavily concentrated among younger faculty members.

Shortly afterward, the dean resigned and the college determined to avoid future organization campaigns. Faculty input was generally substantial about tenure and promotion, but faculty were also concerned about compensation. A faculty pay board, established to make recommendations in this area, recommended salary scales, release time, and appropriate compensation for assumption of administrative duties. These recommendations were accepted by the college and implemented. The pay board also recommended that they reconvene if the Consumer Price Index increased by 6 percent. The index has so increased, but the financial problems of the

college have been such that the pay board has seen little reason to reconvene.

Salary increases have taken place within the scales, but the minima and maxima have not been adjusted. Some faculty members feel that the scales are reasonable at higher ranks but are inadequate at the lower levels.

Another development in 1975 was the establishment of a faculty caucus within the college senate that played a meaningful role in the selection of a new president. The faculty caucus appears to provide better communication among faculty members and between faculty and administration. One matter currently before the faculty is the reexamination of policies with respect to academic status.

No further election is on the immediate horizon. The faculty have been more involved in governance after the first attempt at unionization and wish to digest the changes before deciding whether a further attempt at unionization is appropriate.

Point Park College. Point Park College is a liberal arts institution located in Pittsburgh with over 2,000 students and more than 100 faculty members. Under the leadership of an ambitious president, the college expanded its offerings to a wide variety of fields. Some of the expansion activities proved more costly than anticipated, e.g., a theater arts program and an overseas campus in Switzerland.

Because the faculty council of the college was unhappy with the spending proclivities and the individualistic style of the president, a committee was established in the 1972-73 academic year to investigate unionization possibilities. Out of this activity came a petition from

the AAUP to the NLRB seeking recognition. The PSEA and AFT were intervenors. Prior to the NLRB hearing on the petition, the faculty voted by an overwhelming margin to express no confidence in the president. The trustees responded in June 1973 by removing the president and promoting the dean to the acting presidency.

The NLRB hearing was held in August 1974 and the composition of the bargaining unit was disputed. The dispute centered around department chairpersons, part-time faculty, and a number of specific job titles. The initial determination of the NLRB hearing officer was appealed to the NLRB in Washington and briefs were submitted by the respective parties. The NLRB ruled on the unit question in April 1974. The NLRB found chairpersons and part-time personnel inappropriate for the unit and handled the variety of jobs in issue on a case-by-case basis. An election was ordered for May 1974.

Meanwhile, the popular acting president had sought institution-wide cooperation to save the college from financial disaster. He was able to persuade all members of the college staff to work for \$90 per week during the summer months if they were active on behalf of the college. This cooperative effort proved a unifying force. Additionally, he built faculty participation in governance where it had been absent and generally won the confidence of the faculty. When the election came, it was envisioned by many as a vote of confidence for the president whose status was about to be changed from acting president to president.

The AFT and PSEA became convinced that there would be no purpose served by participating on the ballot; they withdrew. The AAUP had the support of those faculty who believed the professional status of the AAUP

was valuable in assuring long-term interests of the faculty. Thirty-one votes were cast for No Representative and 17 votes were cast for the AAUP. The effort to organize the Point Park faculty had failed. There is no expectation of an active campaign in the near future.

Seton Hill College. Seton Hill College in Greensburg, Pennsylvania, is a small Catholic liberal arts institution. Interest in unionization emerged among some faculty members in 1971 and 1972 when some retrenchments took place. There was also a desire to open some additional means of communication with administrators beyond the existing faculty council. Authorization cards were signed by a number of faculty members including teaching sisters, apparently in the belief that a local organization was contemplated. In fact, the PSEA was the organization favored by individuals interested in unionization.

PSEA filed for an NLRB election and a hearing was held in August 1972. The primary issue in the unit hearings was whether to include religious faculty in the voting unit. The PSEA argued for a lay unit, since the religious faculty did not receive salaries as such and could not have a community of interest with the lay faculty. The administration argued that there was one faculty and all faculty were treated alike in the important matters of appointment, promotion, and tenure. The NLRB elected to exclude the religious faculty from the unit.

The election campaign turned from a discussion of the merits of collective bargaining to the issue of bifurcation of faculty. The college argued that a bargaining unit composed of lay faculty alone would be divisive and against the best interests of the institution. A letter from the president informed the faculty that a unit composed of lay faculty



alone, if certified, might seek to bar the sisters from bargaining unit activity and thereby insure the collapse of the institution.

By the time of the election on March 23, 1973, new contracts had been issued for the following year. It was apparent there would be no further retrenchment. Coupled with the bifurcation issue, there was little doubt concerning the outcome. The actual vote was 35-2 against unionization.

Following the election, the administration encouraged the faculty to set up an organization in order to improve communications between the faculty and administration. The new faculty association indicates that it does not approach the administration with demands but raises problems and concerns with the administration. The finance committee of the trustees has met with the association and out of their discussions has come a general increase within the range suggested by the association. Thus, while no further election is in immediate prospect at Seton Hill College, it appears that the unsuccessful election effort has resulted in establishment of a system of informal bargaining at the college.

Villanova University. Villanova is a large Catholic university led by the Augustinian Fathers. There are almost 10,000 students, and the faculty has close to 400 members, some 20 of them Augustinians. Villanova is the largest institution of higher learning in Pennsylvania to formally reject unionization for its faculty.

Part of the impetus for the election in 1973 was a change in administration policy toward tenure and promotion. Villanova was essentially a teaching institution. When it was made clear that there would be greater emphasis on research and publications, many faculty members felt

that there had been an unwarranted change in the conditions which had led them to Villanova. The specific impetus for unionization efforts, however, was a letter to the faculty from the president issued on May 25, 1973. The president informed the faculty that the university would increase graduate teaching assignments from 9 hours to 12 hours per semester without any increase in compensation. Academic departments were directed to offer fewer courses and increase their teaching loads. The faculty were also informed that the athletic department was to have its budget increased and its activities expanded. The president also created a commission on university structures and programs, but all commission appointments were made by the president. The faculty viewed these activities as arbitrary.

The Villanova chapter of AAUP reacted quickly by seeking authorization cards for an election. By September the chapter had sufficient cards for an election and filed with the NLRB. The AAUP had considered inclusion or noninclusion of Augustinian fathers in the unit and took the position that they were properly included. The unit as determined included all full-time faculty, including members of the religious order and librarians. Excluded were nonteaching professional employees and law school faculty. Both the AFT and PSEA intervened and won a place on the ballot.

An extremely active but relatively nonacrimonious campaign was conducted. The AAUP stressed that collective bargaining was a viable alternative to administrative sufferance; the administration emphasized that collective bargaining would lead to formal work rules and, in the long run, be detrimental to the faculty.

Immediately prior to the election on November 17, 1973, the PSEA came to the AAUP and suggested that they merge their forces. When this effort was rebuffed, the PSEA withdrew from the election, stating that the faculty had not fully understood the importance and value of collective bargaining. The AFT was never a significant factor in the campaign, but its name remained on the ballot. The election results were:

No Representative	199
AAUP	134
AFT	23

The faculty received a substantial salary increase for the 1974-75 academic year. The following year's increase was considerably smaller, and prospects for future financial difficulty are present as with most colleges and universities. A new president is on the scene, and the faculty will probably give him an opportunity to develop his leadership style as well as observe what happens financially. No election is in the immediate offing.

### INFORMAL BARGAINING

Faculty participation in the establishment of institutional policy has long been a tradition in many colleges and universities. The terms "shared governance" and "collegiality" reflect this history. Primary concerns directly affecting the faculty have been matters of appointment, tenure, and promotion. However, only when faculty provide input about faculty compensation do we consider the situation to be reflective of informal bargaining.

Considerable informal bargaining is present in Pennsylvania. Some 25 percent of the more than 100 responding private institutions identify

themselves as engaging in informal bargaining. The variations and permutations are considerable along a continuum from the mere solicitation of faculty advice regarding compensation to the negotiation of a document embodying compensation and many other aspects of faculty employment. Purists may cavil with the notion that faculty input without give-and-take is bargaining. Inasmuch as input is a first step in the bargaining continuum, we conclude that it is worthy of inclusion.

As discussed previously, informal bargaining exists at four community colleges. One of these has developed a rather complete system of informal bargaining, two of them have substantial systems, and the last has a limited form of informal discussion. Three of the five private colleges that rejected unionization, as indicated in the preceding section, have moved to some type of informal bargaining. Illustrations of informal bargaining at other private institutions follow. Much of these data were obtained through telephone interviews.

The University of Pennsylvania, one of the most prestigious schools in the state, falls into the limited informal bargaining end of the continuum. The economic status committee of the faculty senate makes recommendations to the administration based on their perception of faculty financial needs; a separate committee exists for fringe benefits. The administration also receives input from a university budget committee that includes faculty membership; but the administration has the final say, subject to trustee approval. Negotiations, as such, do not take place.

One constraint on the university is that it is clearly concerned with satisfaction among members of a first-rate faculty. In the past,

it has generally been able to meet their needs. The severe financial pinch resulted in zero increases at the start of the 1975-76 academic year. This obviously led to some disaffection among faculty members but did not produce any active move toward unionization. Increases were later granted at the start of 1976. Faculty input in many other areas of governance is substantial at the university.

Muhlenberg College, Franklin and Marshall College, and St. Joseph's College are examples of what might be termed classic informal bargaining with regard to compensation. They are classic in the sense that full give-and-take discussions take place, but the final authority lies with the college. The Franklin and Marshall administration meets with the economic status committee of the AAUP chapter on campus. The AAUP chapter enrolls some 97 percent of the faculty and presumably could win an election if one were held. The discussions have taken place for some 20 years. Should an impasse arise, the president presents the faculty point of view to the trustees for final decision. The faculty currently are seeking the right to make the presentation to the trustees on their own behalf.

The system has generally worked well. One reason for its relative success has been agreement on a list of 12 comparable schools with which both parties believe parity should exist.

Muhlenberg has a 15-year history of informal bargaining through a faculty personnel committee. Although the emphasis is on salaries and fringes, other topics are occasionally included. If there is disagreement, the administration position prevails with review by the trustees.

The system has apparently worked well because of realism with regard to financial matters on the part of both parties.

St. Joseph's College has adopted a novel approach. Discussion has taken place about compensation for the past four years between the administration and an elected advisory board on faculty compensation. Effective in 1975, should an impasse occur, a new standing committee on institutional planning, composed of administrators, faculty, and students, comes into play. Its role is to examine the positions of both sides and make recommendations for disposition of the matter. The committee has not yet acted.

A broad form of informal bargaining takes place at a number of schools. At Duquesne University, bargaining takes place within an administrative council on which the faculty is represented. A wide range of topics are considered. When the faculty have been unable to achieve their financial or other goals, they have consistently accepted the administrative position. One sore point is the faculty's perceived lack of full financial information. Financial aspects of any agreement must be approved by the trustees, while nonfinancial matters are generally resolved directly by the parties. One continuing aspect of the relationship is an elected grievance committee within the senate. Conclusions of this committee are reviewed by the president. If he disagrees, the matter is resolved. If, however, the president elects to take no action, the grievance committee's positions prevails.

At Spring Garden College, an elected faculty affairs committee meets with the administration to discuss a variety of issues. Financial matters are reduced to a contractual form. Other issues, when agreed upon,

typically become part of the faculty handbook. Major informal bargaining takes place every three years, but there is informal continuity, and both sides meet on a continuous basis as problems emerge. There have been no impasses thus far, but the faculty may go to the board of managers in the case of serious disagreement.

At Waynesburg College a range of topics are discussed. Change is limited since the parties must adhere to a detailed constitution promulgated in 1964 that spells out many areas of college policy. One unique aspect of the relationship is that the faculty committee meets directly with the trustees to present their position at the time the budget is prepared.

Two small religiously oriented colleges, Messiah College and Lancaster Theological Seminary, meet on a full range of topics. The emphasis in both cases is on consensual problem solving. The obvious commitment of the faculty in both cases, and the value of consensus as perceived by the administration have been important factors in achieving satisfactory settlements of issues.

Probably the most advanced form of uncertified bargaining began at Elizabethtown College in 1971. The personnel council of the faculty meet with the administration annually on a broad range of issues. In 1973 the parties worked out a document spelling out ground rules for negotiations. Illustrative of the approach is the following clause from the ground rules:

Information -- both parties agree to supply each other with full information which is relevant to the negotiations. Requests cannot include disclosure of data which would reveal information about individuals, but will deal with categories. Relevant information can include basic data on budget, tenure, fringe benefits or other items. Each party will be expected to do its own

statistical analyses. Requests for information will be conveyed by the chief negotiator to his counterpart.

Good faith negotiations requires both teams to:

1. Consider any proposal with care.
2. Give a response including a rationale if changes are suggested or a counter proposal is made.
3. Agree to continue negotiations until an acceptable contract is achieved.

The parties place their agreement on topics considered in a contractual document. In the most recent bargain, the principal issues were salary and fringes, retrenchment, promotion, grievance procedure, and tenure. In one of the years, the leader of the faculty group adopted a confrontation approach. This was not received favorably by either team, and the emphasis is now upon a collaborative effort. The parties have had disagreements but never to the point of complete impasse. A detailed grievance procedure exists. The parties have not accepted the notion of going to outside arbitration as the terminal step in the procedure but have opted for compulsory conciliation.

The final college in this survey of informal bargaining types is Philadelphia Musical Academy. There are approximately 15 full-time faculty members, and more than 100 part-time faculty. The full-time faculty, without the benefit of certification, have negotiated agreements with the school for the past six years. The agreement negotiated in 1975 proved a stumbling block and the full-time faculty engaged in a 14-day strike. Philadelphia Musical Academy is thus the only informal bargaining case where negotiations or discussions eventuated in a strike. It is certainly possible that other institutions with some form of informal bargaining will also experience strike activity. Faculty at some schools



are apparently not interested in representation by an outside organization. They prefer to bargain without certification through an inside group. Should difficult financial problems emerge, additional strike activity at institutions with informal bargaining is a distinct possibility.

### SUMMARY

The large private sector, with over 100 colleges and universities, has experienced only three successful formal elections. Bargaining problems have abounded at all three schools, strikes have occurred at two of them. Encouraging signs of maturity under a collective bargaining system are emerging in at least two of the cases.

Five situations were examined which resulted in no agent victories. A common thread in these cases was faculty dissatisfaction with administrative fiat. Often, as some relief was provided, the faculty turned away from unionization as the answer to their problem. In one case, the exclusion of religious faculty from the bargaining unit was a major factor in defeating a bid for unionization. Three of the five schools that rejected unionization have made considerable strides toward greater faculty input into governance. Success in these areas will have considerable impact on whether any of the five faculties choose to reconsider their interest in unionization.

Informal bargaining was found to be a widespread phenomenon. The range of activities under informal bargaining runs from acceptance of faculty input about financial matters to full-scale negotiation of complex written agreements. Some of the experience was in place prior to Act 195. A portion of the activity is obviously a response to the existence of the Act. The parties in some cases prefer, even when a strong

potential bargaining agent is present, to work on a more informal basis. In some cases, there is high satisfaction with a consensual approach. In other cases, the faculty accept the arrangement as the best available without going to formal collective bargaining. Continual disappointment with the process of informal bargaining may lead to formal certified bargaining at some of these institutions.

## SECTION III / COMPARATIVE ANALYSIS

## ORGANIZING ACTIVITY AND ELECTION CAMPAIGNS

### THE IMPETUS FOR FACULTY UNIONIZATION

The literature suggests that faculty collective bargaining is a response to a variety of external and internal forces and that the precise circumstances leading to faculty unionization are probably different for every individual institution. "External" forces include enabling legislation; the unionization of other public employees both in higher education and in other institutions and agencies in the public sector; union organizing activity; a decline in the faculty job market; and an increase in external control, with a resulting loss of institutional autonomy and control over decision making and the perceived need for faculty "political clout" in the state capital.

Speculation and evidence concerning "internal" forces indicates that the perceived lack of faculty participation in governance and control over decision making is a primary concern in most institutions. Salaries per se appear to be a secondary factor, although other economic issues such as job security and salary equity compete with governance for first place among faculty concerns in many institutions. Depending on the type and nature of the institution, faculty appear to be concerned either with the redistribution of internal authority and/or with the preservation of the faculty's role in governance in situations where administrative dominance appears to be growing. Closely related to the development of these concerns is the influx of new, status conscious faculty in "emerging" institutions as well as increasing student demands

for participation in areas formerly dominated by faculty. (Carnegie Commission 1973, pp. 39-40; Epstein 1974, pp. 150-151; Garbarino 1975, pp. 9-20; Lindeman 1973).

The Pennsylvania experience confirms that each of these forces, to varying extents, has been a factor in faculty unionization. However, there is noteworthy variation in the combinations and relative importance of various forces at work among different institutions and institutional types. In the state-related universities, the primary forces appear to be faculty perceptions of increasing administrative dominance, a lack of administrative responsiveness to faculty concerns, increasing external controls, administrative inability to protect faculty interests in the state capital, and the salary advantages of the state college and university faculties. In the case of Temple University Law School, unionization appears to have been primarily a defensive response to the prospect of being engulfed by a university-wide faculty unit.

The results of an earlier survey conducted by the Center for the Study of Higher Education at The Pennsylvania State University (Lozier and Mortimer 1974) indicate that state college and university faculty were most concerned with external controls over institutional decision making and the need for faculty political clout in the state capital. Respondents in the present study, however, indicate that internal administrative domination was at least as important. The combination of traditional administrative domination, institutional diversification, and the resulting influx of new and more highly status conscious faculty produced a high level of internal tension. Economic and job security concerns were probably secondary at the time of unionization.

The configuration of forces operating in the community colleges is somewhat more complex due, in part, to varying local situations and the differing time frames of unionization in the various institutions in that sector. In general, internal administrative domination and a perceived lack of responsiveness to faculty concerns appears to have been the primary factor. In some of the community colleges, other factors included unilateral decision making by boards of trustees, problems with local community support leading to financial uncertainties, administrative rejection of informal bargaining arrangements, the perceived failure of informal bargaining arrangements, and salary, fringe, and job security concerns.

In two of the three unionized private institutions, salaries appeared to be the primary concern, followed by faculty participation in governance. Among the five private institutions in which collective bargaining was rejected, however, governance appears to have been the primary concern. The exception to this generalization may be the one institution which experienced the threat of retrenchment.

### COMPETING FACULTY ORGANIZATIONS

All three major national and state level educational associations have been active in faculty organizing activity in Pennsylvania. The American Association of University Professors (AAUP) has been active in all of the state-related universities, the state colleges, and two of the private institutions that conducted elections. The AAUP was also on the ballot in four community colleges and one additional private college, but was inactive in these situations. Their only successful campaigns

have been in the two state-related universities that have unionized thus far.

The American Federation of Teachers (AFT) has participated in 14 of the 22 faculty collective bargaining elections conducted. The AFT is the petitioning unit at the University of Pittsburgh; they gained 41 percent of the vote in the Temple runoff but have been inactive at Lincoln and Penn State. The AFT gained only a small percentage of the vote in the state college elections, but won four of the six elections in which they participated in the community college sector. Two of the three unionized faculties in the private sector are represented by the AFT.

The Pennsylvania State Education Association (PSEA) has also participated in 14 of 22 elections. They have been the petitioning union at the Johnstown campus of the University of Pittsburgh and at Penn State, but have not made strong showings at Temple or Lincoln. Their major areas of strength thus far are the state colleges and the community colleges in which they have won a total of seven elections, compared with a statewide total of two for the AAUP and six for the AFT.

Independent (nonaffiliated) faculty association activity has not been significant in Pennsylvania. Nonaffiliated agents have been certified to bargain on a formal basis in only two situations, the Temple University Law School and The University of Scranton. In addition, as suggested in an earlier section, local associations are involved in a fairly advanced form of informal (noncertified) bargaining at Elizabethtown College and Northampton County Area Community College.

Although there have been six no representative victories in Pennsylvania (five private institutions and one community college), the evidence available indicates that only two organized faculty campaigns

against unionization have been conducted in these institutions (Mortimer, Johnson, and Weiss 1975, pp. 37-38). There was a small organization on some of the state college campuses called "VOTE NO," but their showing in the election was insignificant. A small minority of no representative sympathizers were in evidence in the Lincoln and Temple situations, and the no representative option is considered to be a strong contender at the University of Pittsburgh. However, the only no representative organization in evidence among the state-related universities is the Open Options group at Penn State.

Interview data would indicate that election victories can rarely be ascribed to clear distinctions among associations on specific campaign issues. The state colleges, for example, show no evidence that the AAUP and APSCUF/PAHE presented the voter with distinct positions on the relative importance of faculty participation in governance and economic issues. Election victories appear to depend more on associational "images" (prestige, affiliation with organized labor, etc.) and organizational strength at the institutional and, in some cases, state levels. This is not to say, however, that each association does not have a different constituency with different sets of interests. At Temple, for example, faculty who voted for the AFT in the runoff elections were significantly younger than those who voted for the AAUP and were less likely to be tenured (Mortimer and Ross 1975, p. 25). In the state college election, APSCUF/PAHE supporters most often held tenure, were trained in education, and had served for a relatively long period in the college. In contrast, the AAUP received its support from a younger, less experienced faculty with appointments in the arts, humanities, and social sciences (Lozier and Mortimer 1974, pp. 68-69).



## ADMINISTRATIVE POSTURE AND CAMPAIGN ACTIVITIES

The level and nature of administrative activities during election campaigns varied from passive neutrality to open opposition. Some institutional administrations established administrative policy committees and hired or designated staff officers to assume responsibility for faculty labor relations, while others took little or no action. Of those who openly opposed collective bargaining, approaches varied from letter writing campaigns to attempts to alleviate some of the conditions that had spurred faculty discontent. According to observers on some campuses, a number of administrations have also attempted to minimize the likelihood of unionization by pressing for unit definitions which would minimize the likelihood of a successful collective bargaining election.

Among the state-related universities, the Lincoln administration publicly stressed the incompatibility of collective bargaining with academic excellence. Although Temple University adopted an officially neutral position, it issued a number of statements questioning the appropriateness of collective bargaining for the university. Moreover, some observers believe that the administration argued for the inclusion of the medical and law schools in a university-wide unit, in part, to maximize the likelihood of a no agent outcome. The University of Pittsburgh administration has issued no public statements, but it is widely believed that the chancellor is opposed to collective bargaining. Moreover, the university administration has reportedly adopted a more cooperative posture toward the faculty senate during the organizing campaign. It is also believed that the inclusion of the school of public

health in the university-wide unit, as advocated by the administration, would maximize the likelihood of a no agent victory. At Penn State, where a petition for election was submitted in September 1975, the administration has issued several letters to the university community indicating its opposition to collective bargaining.

State college administrators uniformly adopted a publicly neutral stance toward unionization. Although some administrators personally opposed collective bargaining, most appeared to view collective bargaining as inevitable; they lacked the experience and expertise to conduct a timely, effective, and legal opposition campaign; and many believed that the state administration had discouraged such efforts.

Among the 10 unionized community colleges, the evidence available suggests that only two administrations conducted open opposition campaigns, while a third made it known informally that it was opposed to collective bargaining. At least one community college sought to include nonteaching professionals in the faculty unit, reportedly in the belief that this would minimize the likelihood of unionization. Most appear to have believed either that unionization was inevitable and/or that an opposition campaign would be inappropriate. In all but one of the four nonunionized community colleges, the administration has agreed to informal bargaining on economic matters.

The administrations of two of the three unionized private institutions conducted open campaigns against unionization. Among the five private institutions in which faculty rejected collective bargaining, there is evidence of three administrative opposition campaigns. The "ingredients" in the five no agent victories will be discussed in greater detail below.

## THE ROLE OF ACADEMIC SENATES

The potential and actual consequences of collective bargaining for academic senates has received considerable attention in the literature and will be treated in a subsequent section of the present text. Less attention has been given to the activity and involvement of senates in organizing campaigns. Evidence from the current study indicates that most of the prebargaining senates in unionized institutions in Pennsylvania were relatively weak organizations. None of them have sought candidacy as a potential bargaining agent as was the case in the State University of New York. On the other hand, prebargaining faculty senates frequently contained a large contingent of the faculty's leadership on their respective campuses, and these groups have played a variety of roles at the campaign stage.

At the University of Pittsburgh, the university senate has a committee responsible for examining the issues involved in collective bargaining and has provided a forum for forensic sessions among the competing organizations. In addition, as already noted, the traditionally weak senate has also benefited from increased administrative cooperation since the onset of the organizing campaign. The Penn State Senate designated an ad hoc committee to study the implications of collective bargaining. One of the outcomes of the committee's report was the establishment of a joint senate-administrative committee to examine faculty participation in governance at the university. A number of the committee's recommendations were subsequently implemented by the administration and/or senate. The senate also became the subject of an unfair labor practice charge by the local NEA affiliate, which charged the

university with supporting the faculty senate as a "company union" to preempt organization of the faculty by an independent association. The charge was dropped in October 1975, when it became apparent that the case would cause a delay in the scheduling of an election. The senates at both the University of Pittsburgh and Penn State, as organizations, have maintained a neutral stance toward collective bargaining. However, the prospect of a more effective senate in each instance could become a factor in the bargaining agent elections at these institutions.

Academic senates at the state colleges and university were relatively youthful and weak organizations at the time collective bargaining was being considered. The investigators found no evidence of significant senate activity during the election campaigns. Although this scenario applies to most of the community colleges as well, the senates at at least three of these institutions played roles worthy of note. At one of the community colleges, the senate reportedly comprised the nucleus of the no agent forces that eventually won the election. At another community college, the senate leadership provided the initial impetus for the organizing effort and supported the AFT in a successful campaign to represent the faculty. At a third community college, the prebargaining senate unsuccessfully appealed to the administration for recognition as an informal bargaining agent for the faculty. In one case among the three unionized institutions in the private sector, the senate leadership reportedly sought the assistance of the AFT in promoting the faculty's interest, an effort which eventually led to the election of the AFT as the faculty's bargaining agent.

## NO-AGENT VICTORIES

A previous study conducted by one of the investigators concerning no representative outcomes in faculty bargaining elections yielded the following observations: First, the vast majority of no agent victories have been in the private sector. Second, the majority of these victories occurred in elections where a single agent candidate appeared on the ballot opposite the no representative option, suggesting that the "election issue" in these cases was whether or not to adopt collective bargaining. It was suggested that in many multi-agent elections the issue is more likely to be which bargaining agent should be selected to represent the faculty. Finally, it was observed that most election campaigns resulting in no agent outcomes involve opposition campaigns by the administration and/or the faculty (Mortimer, Johnson, and Weiss 1975).

The Pennsylvania experience supports some of the above observations. Five of the six no agent victories occurred in the private sector. Three of them involved a single bargaining agent candidate. Three administrative and two faculty opposition campaigns were in evidence among the six. The present investigations indicate, however, that greater emphasis must be placed on historical and contextual circumstances at the individual institutions involved. At the community college which experienced a no agent victory, for example, informal bargaining over economic issues already existed and a quasi-senate organization was perceived to be an effective mechanism for faculty participation in governance.

In the private sector, in addition to administrative and faculty opposition campaigns at some of the campuses, the following factors

appear to have influenced the election outcomes: At one private college, the faculty was persuaded by the administration that collective bargaining would have serious financial repercussions for the institution. The faculty were also concerned about external union control over faculty affairs. At another college, respondents believe that support for unionization was highly localized among junior faculty. At still another, the no agent victory is now perceived as a vote of confidence for a new president who is attempting to improve faculty working conditions. In another case, the threat of retrenchment which reportedly spurred the organizing campaign was removed prior to the election.

Also of interest is the absence of formal organizing campaigns in four of the community colleges. Two major factors appear in each of these situations. First, faculty-administration relations are perceived to be positive in nature. Second, all four participate in at least "informal discussions" on faculty economic interests. One of the four has a highly developed system of informal bargaining on a wide range of issues. Following a series of formal discussions between the faculty and administration, the faculty reportedly approved an administrative proposal for "shared governance" in lieu of collective bargaining.

## UNIT DETERMINATION AND THE DEFINITION OF THE EMPLOYER

### MULTI-CAMPUS VS. SINGLE CAMPUS UNITS

The State Colleges and Indiana University unit is system-wide by agreement of the parties. No serious consideration was ever given to campus-by-campus units. During the initial negotiations between the parties over the first agreement, APSCUF was interested in local agreements on matters not preempted by the statewide contract. Their claim was found to be premature by the PLRB. Subsequently, the meet and discuss arrangements on most campuses have filled this role. There is, however, no challenge to the fact that the basic parameters of the relationship are determined on the basis of the multicampus group.

The PLRB has consistently followed the structure in Act 195 to avoid fragmentation of bargaining units. In its consideration of appropriate units for state-related schools and community colleges, the PLRB has thus far ruled that branch campuses should be included in institution-wide units. No PLRB elections have been held on branch campuses of a multicampus system. In two cases where elections are yet to be held, the University of Pittsburgh and The Pennsylvania State University, the PLRB dismissed petitions for branch campus bargaining. In connection with the University of Pittsburgh, the PLRB rejected a petition for a faculty unit at the Johnstown, Pennsylvania campus. In the case of The Pennsylvania State University, the PLRB found a petition from the faculty of the 18 branch campuses to be inappropriate.

The NLRB has followed the same pattern. Of the eight unit determinations in which the NLRB has been involved, most have been single campus entities; in the few multicampus cases, the NLRB has found for the multicampus unit. The most noteworthy case here is the two campus arrangement at Robert Morris College. Most observers believe that the pattern has not been set, and individual campus units in multicampus situations will not occur in Pennsylvania.

### SEPARATION OF PROFESSIONAL SCHOOLS

The pattern here has also been consistent. The PLRB found it appropriate to separate the medical and dental schools from the unit at Temple University and to create a separate Law School unit. The NLRB similarly separated the Law School from the unit at Villanova University. Exclusion of law, medical, and dental schools from basic units and/or creation of separate units appears likely to be the predominant practice in unit determination in Pennsylvania.

Most observers are in agreement that the separation-of-professional schools approach works to the advantage of putative bargaining agents in an election. Professional faculties may be interested in separate representation rights, but they are not likely to be supportive of efforts to include them in a broad unit where their interests may be subordinated.

The current battleground is the graduate professional school. Illustrative is the debate over inclusion or exclusion of the Graduate School of Public Health at the University of Pittsburgh. The fundamental question is whether any graduate professional school may opt for exclusion or constitution as a separate unit. The matter is, of course,



of basic importance to the graduate professional school itself. Of equal importance is the fact that, as in the University of Pittsburgh case, the determination may have a significant bearing on the outcome of the election for a bargaining agent for the principal unit.

### ISSUES OVER JOB TITLES

Bargaining units range from a narrow coverage of full-time faculty to broad units composed of full- and part-time faculty along with other professionals and teaching assistants. The most common type of unit was composed of full-time faculty and principal support professionals, such as librarians and counselors. Chairpersons may or may not be included in such a unit.

Chairpersons have, in fact, been the major source of contention in the shaping of bargaining units. Their roles vary from important decision-making activities to facilitation of faculty paper work. The dilemma is compounded because the variability may exist within as well as between schools. The PLRB and NLRB have followed a practice of including or excluding chairpersons based on their determination of the primary activity of chairpersons as a group at an institution.

The distinction in Act 195 between first-line supervisors and members of a bargaining unit led many observers to believe that there would be little room for inclusion of chairpersons in bargaining units determined by the PLRB. The parties in the state colleges and Indiana University agreed to the inclusion of chairpersons, and this was presented as a fait accompli to the PLRB. The PLRB has often found the inclusion of chairpersons in other unit determinations to be

inappropriate, but it has, as noted above, made this determination on a case-by-case basis. Thus, three community colleges and Temple University have had department chairpersons included in the unit.

The NLRB utilizes a more rigorous definition of supervisor. Under its definition, a supervisor must have the power to hire or fire or to significantly affect these and other employment decisions. It might be expected that fewer NLRB determinations would thus include chairpersons as part of an appropriate bargaining unit. In point of fact, the NLRB in its case-by-case analysis has found that chairpersons were appropriate in approximately half of the units it has considered in Pennsylvania.

Few units can be labeled as comprehensive in the sense of inclusion of all professionals in addition to faculty at an institution. As noted above, the most common form includes key support professionals such as librarians and counselors. When the bargaining agent seeks the inclusion of other professionals, both the PLRB and the NLRB have considered the positions on an individual basis.

The inclusion of librarians has been questioned little. Problems which arise occur over title vs. duty. For example, a librarian may be designated chief of the reserve desk with other individuals under his/her direction. Where the others are student helpers and the nominal supervisor spends the bulk of productive time on the same duties as the staff, such a librarian will generally be included in a unit. Similarly, if the reserve desk head spends a relatively small time on staff activity and supervises other professionals, that position will be excluded from the unit by both boards.

Other professionals are treated in the same manner. Again, the most persistent problem has to do with title vs. function. Academia is notorious for creating titles where the primary function is significantly less substantial than the title might imply. Thus, it is not unusual for either the PLRB or NLRB to find individuals classified as "directors of" to be essentially nonsupervisory and properly included within a bargaining unit.

It is worth noting that the original State College and Indiana University unit included faculty, chairpersons, and librarians but excluded other professionals. APSCUF was interested in coverage for many of these bargaining unit positions. When the state refused to accept their inclusion in the basic unit, they were first formed into a separate bargaining unit. Over time, the parties have agreed to transfer many of these so-called Unit II personnel to the basic Unit I, albeit with separate salary scales.

It is exceptional for part-time faculty to be incorporated in a bargaining unit by either board. One such exception was the Philadelphia College of Art where an important portion of the instruction is conducted by part-time personnel. They were included in the unit by the NLRB. Similarly, teaching assistants have not generally been found to have a community of interest with the regular faculty. The NLRB included such a group at Moore College of Art, while the PLRB has not as yet included teaching assistants in any of its unit determinations.

One very divisive issue remains regarding job titles, i.e., religious faculty. Approximately one-third of all Pennsylvania colleges and universities have a religious base. Religious faculty have

participated in either acceptance or rejection of a bargaining agent in three elections. In one important case, Seton Hill College, the NLRB found it inappropriate for religious faculty to be included in the bargaining unit. This exclusion had an important bearing on the rejection of the union. Nevertheless, lay faculty at other religious institutions contemplating unionization have considered exclusion of religious faculty from the unit on a lack-of-community-of-interest basis. Administrators, who are concerned with the prospect of a bifurcated faculty, openly question whether a bargaining agent might seek to force the college to divest itself of religious faculty thereby creating financial problems. The issue is complex and far from settled.

#### DEFINITION OF THE EMPLOYER

In the state college and university system, the Commonwealth of Pennsylvania is clearly the employer. Within state government, the operating agency charged with responsibility for the state colleges, the Department of Education, is responsible for the employer role in collective bargaining. Staff advice has come from the Bureau of Labor Relations, and the lieutenant governor has been involved with some key policy matters. The important fact, however, is that the state, not the local colleges or their governing boards, acts for the colleges. An opportunity is present for legislative input into collective bargaining, but the legislature has not seen fit to dispatch a staff official to the bargaining table. The legislature, while accepting the executive branch domination over the process of collective bargaining, has made no commitment to accept the product. Indeed, the

legislature has not chosen to fully fund bargains consummated, and the colleges have had to make budgetary adjustments within the limits granted by legislative approval.

The community colleges present a more varied picture. Because the community colleges have relatively little flexibility in their basic source of income (tuition and state funds based on a fixed proportion of their budget), budgetary flexibility (aside from increased enrollment) comes mainly through the contribution of the local funding authority. This authority may reside with a school district, several school districts, or county commissioners. Three patterns have emerged. In the first case, the college is clearly in control in that it bargains within the limits of funds made available. In the second case, the college maintains close liaison with the funding authority to see if appropriate adjustments are available as the bargain takes shape. In the final case, the college has such limited control over funds available to consummate a bargain that the bargaining essentially takes place between the bargaining agent and the funding authority. While the second case above invites some significant extra-bargaining lobbying for support of potential bargains, the latter case has the effect of severely limiting the college's role as employer. Fortunately, the third case is thus far atypical.

Among the state-related and private sector institutions, the governing board is the formal employer, but administrators typically conduct the negotiations. Some problems within the ranks of the employer may be ahead. At these schools, as with the community colleges, boards of trustees play a watchful role over bargaining. Thus far they

have routinely accepted the judgment of their administrative appointees about the desirability of a bargain. Should funds become tighter, they may choose to become more involved in the bargaining process.

The state-related universities have a special dilemma. They must increasingly satisfy the state legislature that the level of effort at the institution warrants the state grant of funds to that school. Thus, while the employer in the state-related institution may be defined as the institution itself, the external source of funding may affect the employer's bargaining stance. The state, in effect, becomes an informal partner to the bargain. It appears likely that the administration and the bargaining agent in this situation will cooperate to maximize external support while minimizing external control.

## NEGOTIATIONS: SCOPE, PROCEDURES, AND SETTLEMENTS

### SCOPE AND THE LAW

#### Act 195

Act 195 addresses itself to scope, principally in the following sections:

Section 701. Collective bargaining is the performance of the mutual obligation of the public employer and the representative of the public employee to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiation of an agreement or any question arising thereunder and the execution of a written contract incorporating any agreement reached, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

Section 702. Public employers shall not be required to bargain over matters of inherent managerial policy, which shall include but shall not be limited to such areas of discretion or policy as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel. Public employers, however, shall be required to meet and discuss on policy matters affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by public employee representatives.

Section 703. The parties to the collective bargaining process shall not effect or implement a provision in a collective bargaining agreement if the implementation of that provision would be in violation of, or inconsistent, or in conflict with any statute of statutes enacted by the General Assembly of the Commonwealth of Pennsylvania or the provisions of municipal home rule charters.

Public employee organizations have argued that Section 701 manifests the intent of the legislature to accord them wide latitude in the topics to be considered in bargaining. Public employers stress that, under

Section 702, scope is limited to those matters not touching on the function and mission of the public employer. Section 703 calls into question the importance of such related legislation as the Civil Service Act. All parties quickly recognized that case law would be necessary to resolve conflicting interpretations.

Decisions affecting scope have come from the attorney general, the PLRB, and the courts. The attorney general has issued occasional opinions concerning the scope of bargaining. On July 7, 1972, the attorney general ruled that school districts and employee organizations could bargain about the salary to be paid employees if schools were closed before the end of the school year because of lack of funds. Similarly, the attorney general has held that sabbatical leave benefits are within the permitted area of bargaining inasmuch as such benefits are terms and conditions of employment. An exception here is that statutory requirements on eligibility rules and leave benefits must be observed.

The PLRB, however, has been the agency with primary responsibility for handling scope matters on an initial basis. A panoply of cases have emerged concerning scope, largely from the public school systems in the state. On a case-by-case basis, the PLRB has found some matters negotiable, others nonnegotiable. At times, the distinction made by the PLRB has gone to the heart of the differential provisions of Sections 701 and 702. For example, the board has found that school districts properly determine the number and type of extracurricular activities to be included in a program. Once determined, however, the school district must bargain over the compensation to be afforded faculty participants in the program.



Easily the most important case affecting scope, thus far, is the State College School district case. Here, the State College Education Association filed an unfair practice charge against the State College School District alleging a refusal to bargain by the school district on 21 items. The school district considered these items to be managerial prerogatives enumerated in Section 702 of the Act. The PLRB dismissed this charge in 1971 (PLRB Case No. PERA-C-929-C, October 14, 1971). The association filed exceptions, and the PLRB, in 1972, found that the school district had improperly failed to bargain on 5 of the items but affirmed the other matters as nonbargainable.

Both the association and the school district filed an appeal with the Court of Common Pleas of Centre County. The court found all 21 items to be nonbargainable. The association appealed the decision to the Commonwealth Court in 1973.

The Commonwealth Court established seven criteria for consideration of the case:

1. The required bargainable items of Section 701<sup>a</sup> are of a limited nature.
2. Any items involving matters of inherent managerial policy are nonbargainable by virtue of Section 702.
3. Any item of wages, hours and other terms and conditions of employment, if affected by a policy determination, is not a bargainable item.
4. Duties and responsibilities imposed upon and granted to public employers by statutes or the provisions of municipal home rule charters are not subject to collective bargaining, by virtue of Section 703.
5. The legislature has vested broad powers in school boards to administer the public school system and to determine policy pertaining thereto.

6. Any statutory departure from the school boards' traditional role of operating and managing the public schools must be the result of clear legislative declaration.
7. Inherent managerial policy is a broad term and includes the right to manage and to make decisions that determine policy.

The Commonwealth Court applied these criteria to the 21 items in dispute and found they were not bargainable (PLRB vs. State College Area School District, 1973). A dissent by Justice Kramer, concurred with by two other justices, noted:

... following the reasoning of the majority, I believe it would be relatively easy for me to argue that almost everything touching upon teachers' employment could be argued to be a matter of "inherent managerial policy." If that is the result of the tack taken by the majority in analyzing what is meant by "inherent managerial policy," then I believe the legislative intent of Act 195 will have been thwarted.

The concern expressed in the dissent was later reflected in the Pennsylvania Supreme Court. The Court heard the case in January 1974 and issued a ruling on the matter in April 1975. The court found that the Commonwealth Court had gone too far in limiting the scope of negotiations to those issues which did not in any way infringe on managerial policy. Such an interpretation, reasoned the court, merely created an illusory right to collective bargaining which was not the intent of the legislature. The Court held that any issue of wages, hours, and conditions of employment could not be removed from bargaining simply because it touched on basic policy. The case was remanded to the PLRB which was charged with determining the bargainability of items after considering their "probable effect on the basic policy system as a whole." The court also interpreted Section 703 to limit bargaining only when other statutory provisions specifically preclude the public employer from making an agreement about a certain term or condition of employment (Government Employee Relations Report, April 28, 1975).

At this juncture, the review process is not complete. Nevertheless, the decision appears to be in favor of inclusion of items in collective bargaining unless it can be demonstrated to the satisfaction of the PLRB and the courts that a particular item goes to the heart of the basic policy system. Mere overlap and tangency is not sufficient to rule an item off the table.

Some other cases affecting scope are worthy of note. The Mars Area School District dismissed paid teacher aides and transferred their duties to teachers and volunteers. The PLRB found that the school district must negotiate over such a transfer. The Court of Common Pleas in Butler County held that the dismissals were within the managerial prerogatives of the school district.

Similarly, the Borough of Wilkesburg was considering subcontracting sanitation services while negotiating with its sanitation employees. The borough asked the bargaining agent to submit a plan which could meet the cost savings the borough believed were available through subcontracting. When no satisfactory plan emerged, the borough proceeded with the subcontracting. The union filed an unfair practice charge with the PLRB which found that the borough had not violated the law. A district court supported the petitioner and reversed the PLRB. The district court itself was reversed by the Commonwealth Court which held that the decision to subcontract had been arrived at in good faith and for sound reasons and was thus within inherent managerial policy. Further, the obligation to meet and discuss had also been met (PLRB vs. Employees' Committee).

In the Canon-McMillan School District case, all levels of appeal authority were in agreement. The school district had refused to bargain with employee representatives over compensation for extracurricular.

activity. The PLRB, the lower court, and the Commonwealth Court all agreed that the decision to conduct extracurricular activity and its type was within the managerial prerogative of the school district. Compensation for such resulting duties was within the province of bargaining (Canon-McMillan School Board).

The meaning of meet and discuss has also been considered by the PLRB. In a case involving Indiana University and APSCUF, the board found that the meet and discuss provision of the law does not require a mutual obligation to confer in good faith. The bargaining agent is limited to the making of recommendations for consideration by the employer. The employer is not required to respond as is the case with a bargaining proposal.

Finally, the legislature has eliminated one potential source of conflict with existing legislation. Act 226 of 1974 provides that collective bargaining agreements are to take precedence over Civil Service legislation with regard to the areas of seniority, promotions, and furlough.

### Private Sector

The private sector is governed by the National Labor Relations Act. Section 8(d) of the act defines the obligation to bargain collectively as follows:

For the purposes of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party but such obligation does not compel either party to agree to a proposal or require the making of a concession.

Over the years, case law has placed flesh and blood on the bare bones of definition. A distinction has arisen between mandatory and permissible subjects of bargaining. When a subject is mandatory, either party may bargain to the point of impasse in pursuit of its position. When a subject is permissible (i.e., not illegal), a party may not bargain to the point of impasse with regard to the topic. Further, declining to discuss a permissible subject does not constitute a refusal-to-bargain unfair labor practice.

By and large, scope in the private sector has been a constantly enlarging phenomenon. It can be expected that colleges and universities in the private sector will be required to bargain over a greater variety of issues than their counterparts falling under Act 195. For example, the decisions in the Borough of Wilkinsburg and Canon-McMillan cases limit the duty of an employer seeking to modify or subcontract a portion of activity to a meet and discuss requirement. Conversely, the NLRB has construed the federal law to require maintenance of status quo until the changes have been discussed with the employees even to the point of impasse.

Very little of the private sector in higher education is as yet organized. Should organization in this area reach the proportions found in the public sector, the distinction between the two groups may create problems. Such differences have led to proposals for coverage of public employees nationally either under the National Labor Relations Act or by a separate uniform statute.

## SCOPE IN PRACTICE

Although the discussion above rightfully indicates that scope is an issue of consequence under Act 195, the battleground has largely been outside the field of higher education. Although scope questions arise in higher education and have caused difficulty in some relationships, overall the issue has not proven serious for bargainers in higher education.

Perhaps, the tradition of collegiality has preempted the scope issue. For example, Temple University was loath to include the important subjects of tenure and promotion in collective bargaining while the AAUP considered these topics central to any bargain. The parties elected to include these areas by reference to the existing senate procedures with the stricture that they could not be modified except by the mechanisms incorporated in the procedures. Similarly, meet and discuss arrangements both at the campus and statewide levels of the state college and university system have minimized controversy over scope. Discussion has taken place on a wide variety of issues which have been kept outside the scope of the agreement, per se. In point of fact, campus discussions have centered on the application of contract terms to a particular campus while the state discussions have gone further afield. Should pressure arise to turn meet and discuss into meet and decide, the scope question could become a major problem in the state college and university system.

At the community colleges, virtually every subject which has been found, at one time or another, to be nonbargainable by the PLRB or the courts appears in an agreement(s). At times, controversial subjects

have been placed on the bargaining table with the full recognition, albeit tacit, by both sides that the matter would be withdrawn or traded off if a satisfactory agreement emerged on other subjects.

The example of the school districts has not been lost on the parties to bargaining in higher education. When a subject has been ruled non-bargainable, it has frequently reappeared in the form of a permissible bargaining demand couched in monetary terms. For example, when class size has been ruled nonbargainable, the demand has shifted to extra compensation beyond a certain class size. The parties thereupon either negotiate on the issue of class size, or the money demand is withdrawn, traded off, or rejected in later bargaining.

Some experienced observers believe that the dispute over managerial prerogatives in connection with many issues is essentially sterile. Management is free to reject a union demand if it believes the demand debilitating. Admittedly, no employer wishes to take a strike over what it considers to be within its authority. Typically, the unions active in higher education in Pennsylvania have not persisted to the point of impasse on such subjects. Further, both parties have witnessed the cost and length of time involved in pursuing the matter through the courts. The State College School District case on scope of bargaining was initiated in 1971 and was not decided by the Supreme Court until 1975. Even now, the interpretation of the remand portion of that decision is still in doubt.

Thus, the parties have generally decided to resolve scope issues on their own terms. In some cases this has meant acquiescence to a union demand. In other cases, the demand has not been countered as illegal

but simply resisted for its undesirability. The parties to collective bargaining in higher education in Pennsylvania have thus far been singularly less involved in scope controversy than their counterparts in other areas of public and nonprofit employment.

Both parties have taken steps to protect their perceived interests within the collective bargaining agreement itself. Management generally seeks and wins a management rights clause in the agreement that limits the union to negotiated rights. These clauses have been used successfully by management in higher education to protect themselves from attempts to win in arbitration or other forums, that which has not been achieved in bargaining. Similarly, the union frequently succeeds in protecting its members by including a maintenance-of-standards clause in an agreement.

## BARGAINING PROCEDURES

Early experience with faculty bargaining in most of Pennsylvania's unionized institutions reflected an initial lack of expertise on both sides of the bargaining relationship. Although some parties quickly moved toward professional bargaining procedures, for most the process has been a gradual learning experience. Learning has often taken place rapidly, however, and the parties have demonstrated an ability to telescope the time frame for learning exhibited by their industrial counterparts in bargaining.

Considerable variability has been found in the number of meetings required to reach an agreement. In some cases, the parties have been able to consummate agreements with 10\* to 12 meetings. In many other



cases, the parties have required 50 to 60 meetings. Typically, the first agreement has been a difficult one to complete. A common problem has been the lack of a working document during the first round of negotiations. Often, the parties exchanged and discussed positions without a basic framework. A lesson has not been learned, and subsequent first agreement bargainers often have working agreements as proposals. This is particularly true of the unions as they developed support services for their constituencies.

Team composition and size have also shown change. On the management side, the inclusion of the top official as a member of the bargaining team has become increasingly rare. New, in-house industrial relations officials have begun to play a major role. An external chief negotiator has been present on one or both sides in a majority of the bargains. External personnel have generally been involved on at least one team when bargaining impasses have occurred. Whether the impasses reflect relative unfamiliarity of the external bargainers with the milieu or realistic tough bargaining to protect interests of a constituency is an open question. In some cases, as in the second state college and university agreement, external bargainers have brought creative problem-solving expertise to the situation.

Both parties have been involved in frequent team modification during the course of bargaining an agreement. Stabilization appears to occur as the parties achieve more experience. Both teams, in particular the union side, have tended to begin with teams too large for viable bargaining. One important trend is toward smaller and more effective bargaining teams. On both sides, contact with advisory bodies and constituencies in the formulation of proposals or review of progress has been good. In those

few cases where union teams have not sought appropriate input prior to bargaining, credibility problems have emerged.

In terms of agenda, the parties have generally turned to consideration of so-called nonfinancial items first. This has, at times, proved more difficult than expected as the parties found that items that do not represent income to bargaining unit members nevertheless represent cost to the institution. Financial bargaining has typically begun with item-by-item consideration of proposals, and as in the industrial collective bargaining environment, has turned quickly to consideration of these matters on a package basis. Management has also learned quickly not to limit its stance to a defensive position. Increasingly, management comes to the bargaining table with its own list of goals to be accomplished.

The parties have thus made considerable strides in adjusting to the procedures of collective bargaining. For example, they have not as yet made full use of the learning experience of more sophisticated bargainers in other sectors, such as prenegotiations bargaining, a meeting of both parties prior to bargaining to explore their environment. Prebargaining is important for establishing realistic positions and changing the atmosphere from a distributive power exercise to a recognition that many issues can sustain an integrative approach. It is noteworthy that the second state college and university agreement reflected this approach. Additionally, industrial bargainers have made good use of study groups for those issues which do not lend themselves to the heat of the bargaining table. These study groups often work between agreements or may operate concurrent with bargaining. Given the learning that has taken place in collective bargaining in higher education, it would not be surprising to find increasing use of study groups in future bargaining.

## SETTLEMENTS

Collective bargaining in higher education in Pennsylvania has emerged in a period of inflation, and money has inevitably been a matter of principal concern. While the size of the universe does not permit detailed statistical analysis, some trends are nevertheless visible.

From the viewpoint of the faculty, first agreements have generally produced favorable financial settlements. This has been particularly true when the institution's salaries have been admittedly low such as at the Community College of Philadelphia. Although the first agreement for the state college system yielded a substantial increase, prebargaining faculty salaries were not low. They were, in fact, comparable to salaries paid at the state-related universities. It is noteworthy that this increase was in line with negotiated settlements which emerged later for other state employees. It has not gone unnoticed, however, that the first agreement placed state college salaries well ahead of the universities. The first year increase in the next agreement was relatively low, and more important, subsequent settlements are dependent upon the pattern established for other public employees.

Successor agreements at most institutions have generally followed the state college pattern. Strikes have had a mixed result in achieving financial goals in second or third agreements. Lehigh County Community College faculty ran a well-organized strike which resulted in an increase substantially in excess of the institution's last offer. Other strikes have not been nearly so successful. It must be pointed out that important nonfinancial settlements have often been strike outcomes.

One significant aspect of many settlements has been the attention paid to governance items. Senates have frequently been abandoned as a

concomitant of bargaining. However, the parties have often built continued faculty input in a number of areas of joint concern into the contract. This input has largely been advisory. In some cases, the parties have agreed on the need for governance measures but have opted to handle these items on an extracontractual basis. At times, little or nothing has been done to preserve or create collegiality.

Complexity and size of agreement have varied by sector. The state college agreement is a relatively comprehensive document. Nevertheless, it is not as voluminous as some community college agreements. These, at times, reflect the lack of a collegial tradition by covering an exhaustive list of topics. Agreements at well-established colleges and universities which have opted for unionization tend to cover fewer topics.

Particularly in the community colleges, the institution of the merit increase has been eliminated and the salary scale has been substituted. The state colleges and Temple University have retained merit awards, but both are experimenting with new procedures. It will be interesting to see whether merit payments survive the apparent leveling effects of faculty collective bargaining.

Tenure has been affected dramatically at many unionized institutions. Two trends are visible. In one, tenure continues to play its accustomed role and the development of a procedure for appropriate student input has become common. In the other, involving a sizeable number of community colleges and private institutions, tenure has been turned on its head or eliminated. Instead of being a reward for performance, tenure is essentially awarded for conduct not requiring dismissal. In some cases, tenure has been eliminated and just cause must exist for removal of a faculty member. Finally, there has been a

significant strengthening of job protection for nontenured personnel at many institutions.

A variety of other clauses in most agreements have generally been perceived by both parties as having a useful regularizing effect on the relationship. Inevitably, some clauses create rigidities, but there appears to be general agreement that the advantages of clarity outweigh the disadvantages of fixed rules. This has been true, more often, at the community colleges where the collective bargaining document often represented the first significant attempt to codify the relationship between faculty and administration. General faculty satisfaction with bargaining outcomes is reflected in the fact that no faculty bargaining agent has yet been involved in a decertification election in Pennsylvania.

Agreements have varied notably in length. Some parties operate on a year-to-year basis, but most agree that longer-term agreements are desirable. Two- and three-year agreements are common, and the current state college contract has a potential life of five years. The strain of preparing for and implementing new agreements requires heavy investment of institutional and union resources and time. The major factor inhibiting longer agreements has been inflation. Here the parties have, at times, found the answer by providing for salary reopeners. This practice will probably grow in the future.

## IMPASSE RESOLUTION

### MEDIATION

Mediation has been the most important tool of dispute resolution used in faculty bargaining impasses in Pennsylvania. The Pennsylvania Bureau of Mediation, a 30-year old bureau, has generally been responsible for providing mediatory assistance. Beginning in the 1960s and continuing to the present day, its service capability changed sharply. The mediation budget has grown, permitting the bureau to enlarge its staff and provide needed coverage. Requirements for the mediator position have been upgraded, and a mediator applicant must pass both a written and oral civil service examination. Salary scales are now improved, and a better qualified group of applicants has come forth and received appointments. Appropriate training is now being provided.

The Federal Mediation and Conciliation Service is another highly professional, well-staffed organization providing mediation service to a wide variety of clients engaged in interstate commerce. Its activities have been limited in higher education in Pennsylvania because relatively little of the private sector has been organized. It is worth noting that the Federal Mediation and Conciliation Service considers training assistance during the life of the contract to be an integral part of its mission. Efforts designed to help the parties live under an agreement have generally been considered to have a useful carry-over effect to subsequent negotiations.

The parties in the state college and university system have been able to resolve their disputes without significant mediation assistance. The community colleges, however, have had extensive experience with mediation. Although some parties have been dissatisfied with mediation efforts, the typical comment is that mediation has been helpful in sharpening the issues and identifying possible areas of agreement. In some cases, dissatisfaction is more appropriately attributed to the reluctance of sponsoring agencies to provide adequate funding. In the two cases, the community colleges of Allegheny County and Philadelphia, the courts played a role in the mediation process. In the Philadelphia situation, a city mediator was also involved in the settlement. Although the parties found multiple mediation helpful, the practitioner consensus is that settlements, in general, are better facilitated by the presence of a single mediator.

Mediation was not required at Temple University but was useful in fashioning a settlement at Lincoln University. The private schools have had two exposures to mediation. In one case, it was valuable; in the other, limited.

The Pennsylvania Bureau of Mediation follows a practice of assigning its mediators on a regional basis and considering them as generalists within that region. The bureau has had periodic requests for the creation of specialist mediators familiar with a given environment. It has, thus far, resisted these requests on the practical ground that its staff must be available to serve all types of clientele, and that specialization would create difficult scheduling and assignment problems. It seems probable that some cases where dissatisfaction existed with mediation occurred because of a lack of mediator understanding of the nature

of the collective bargaining issues in higher education. As the mediation staff acquires more experience in higher education, it can be expected that mediators will be able to perform more effectively. Although specialization per se is not contemplated, it is probable that mediators who exhibit greater adaptability to the collective bargaining problems of higher education will tend to be assigned to these cases.

### FACT-FINDING AND ARBITRATION

Fact-finding, in its usual sense, is a euphemism for advisory arbitration. Act 195 provides for fact-finding on an optional basis by the PLRB. After mediation has been utilized for 20 days, the PLRB may appoint a fact-finder or a team of fact-finders to hear the dispute and make findings of fact and recommendations.

Fact-finding has had little use in higher education in Pennsylvania, for the PLRB has generally declined to use its authority to appoint fact-finders in higher education cases. Only one such has been appointed; another was used largely at the instigation of an interested third party. The fact-finding situation there, while not directly productive, was the springboard for the parties' entry into negotiations. Fact-finding is currently taking place at Lincoln University.

Fact-finding has been more widely used in other sectors covered under Act 195. In theory, fact-finding should consider those remaining issues which parties have been unable to resolve after bargaining in good faith. The fact-finders then represent neutral nonbinding input that can serve the parties by indicating reasonable bases for settlement. This goal is presumably augmented by the force of public opinion, which



aligns itself behind the general terms of settlement suggested by the disinterested fact-finder.

In practice, fact-finding has had difficulty meeting the requirements of the theoretical model. Public opinion has often been lacking, not only in support of a fact-finding recommendation, but often in serious interest in the dispute. In addition, fact-finders have often been called in when parties new to bargaining have been able to agree on very little. Fact-finders have at times been asked to make recommendations on 30 or more issues. Although fact-finding, as indicated earlier, is at its best when it deals with a more limited range of issues, fact-finding has been helpful when many issues have been present. The fact-finders have given the parties a new basis for continuation of their negotiations.

Under either situation, it would appear desirable to extend the use of fact-finding in higher education in Pennsylvania. The experience has been much too limited, and it is reasonable to believe that fact-finding might have been a useful approach, particularly in some of the community college negotiations which turned into work stoppages. Public interest, too, is growing in all aspects of public employee disputes, and greater publicity concerning fact-finding recommendations may enable public opinion to play a role in settlement of some of these disputes.

Arbitration of new contract terms is not required for collective bargaining impasses either under the National Labor Relations Act or by Act 195. Some parties in the industrial sector have experimented with interest arbitration. For example, provision had been made for arbitration in the most recent negotiations between the United Steelworkers of America, AFL-CIO, and the United States Steel Company. In that case,

the parties were prepared to arbitrate many terms of their agreement if an impasse resulted, but they were able to settle on their own. Similar interest in voluntary arbitration of new contract terms exists elsewhere in the economy. Greater use is also being made of compulsory arbitration, particularly in connection with collective bargaining impasses involving public security employees.

The parties to collective bargaining in higher education in Pennsylvania have, thus far, shown little interest in arbitration of the terms of new agreements. However, the Community College of Philadelphia and the AFT went to arbitration when they were unable to agree on an appropriate salary figure for the third year of one of their agreements. Similarly, there is now provision for salary and fringe benefit arbitration in the state college and university system agreement if the parties are unable to agree on an economic package.

Overall, however, the use of interest arbitration has been and will probably continue to be limited in higher education in Pennsylvania to a selective use of arbitrators in interest disputes.

## STRIKES

No work stoppages have taken place in the state college and university system, or in the two organized state-related universities. In the private sector, work stoppages have occurred at two of the three unionized colleges and at one nonunionized college. In the case of Moore College of Art, the stoppage was a mini-strike of a few days' duration which succeeded in getting the parties back to the bargaining table to a settlement.

Strike activity has been most marked in the community colleges, where they have occurred at five of the ten formally organized institutions. Strikes have varied from a few days to as long as ten weeks; strikes of two to three weeks have been common. In two cases, the parties have negotiated two agreements, both under the pressure of a strike. Some of the newly organized community colleges, operating with limited sponsoring agency support, may also prove strike-prone.

Money has been the most important strike issue. Governance matters affecting faculty status, however, have followed closely as a basis for strikes. Both parties have been concerned with the impact of collective bargaining on such matters as appointment, tenure, promotion, merit increases, work load, and retrenchment.

Depending on the point of view, the underlying problem has been excessive faculty appetites for money and control and/or a reluctance of governing boards and sponsoring agencies to provide adequate financial rewards and participation in governance. A background problem of consequence is that sponsoring agencies have to contend not only with the cost of the settlement at a community college but with its consequent impact on other employees in their jurisdiction, most notably in the public school system.

Calculation of strike victories and losses is difficult. A lost summer term is irretrievable and represents costs to both parties. Academic-year strikes may result in an adjustment of the academic calendar with relatively little direct financial loss to faculty strikers. The concurrent institutional loss can be serious as some students drop out and others hesitate to enroll. In one case, the parties perceived

the loss-of-enrollment problem after a strike, and faculty efforts were important in restoring enrollment lost during the strike.

In some cases, a strike apparently accomplished little for the strikers. Settlements have occurred on virtually the same terms as prevailed at the start of the strike. In other cases, a strike has yielded a settlement well in excess of the position at the start of the work stoppage. There are, however, long-term effects of a strike that are not easily calculable. For example, a deterioration in the relationship may represent important future costs to the parties. On the other hand, a strike sometimes succeeds in clearing the air and makes possible a relationship based on a healthier mutual respect.

Given the complexity and apparent volatility of the community college situation, it would appear desirable to concentrate on improving mediation and fact-finding efforts in this sector. Additionally, the parties should be encouraged to participate in appropriate training efforts to improve their use of collective bargaining. Perhaps most important, the parties should seek, in quieter periods, to better define their relationships with sponsoring agencies.

## RATIFICATION

On the union side, ratification is typically confined to members only and conducted by secret ballot. In some cases, use has been made of an outside organization, such as the American Arbitration Association, to conduct a secret ballot vote on an agreement by mail. Although "last offers" have sometimes been rejected by memberships and led to strikes or continued negotiations, final settlements endorsed

by faculty bargainers have customarily been accepted by faculty constituencies. The private-sector phenomenon of bargaining unit rejection of settlements which the negotiators consider satisfactory has not been a problem in higher education in Pennsylvania. Organized campaigns against acceptance of settlements have occurred, as at Temple University, but have generally been unsuccessful.

On the management side, boards of trustees or analogous groups have routinely accepted the terms of settlement. This situation probably reflects the fact that an appropriate subcommittee of the trustees, while generally not participating directly in negotiations, maintains close liaison with the management negotiating team. As indicated above, a greater management problem in the ratification of settlements has occurred when sponsoring agencies have balked at the terms of a settlement. This has been a community college problem, but the other sectors of higher education in Pennsylvania have encountered relatively little difficulty in achieving governing board acceptance of settlements. Although management ratification has not been a problem in the state college and university system, the failure of the governor and the legislature to fully fund these settlements has created some budgetary trauma for the system.

## INSTITUTIONAL GOVERNANCE UNDER COLLECTIVE BARGAINING

The subject of institutional policy making and administration under collective bargaining is undoubtedly the most complex area of inquiry dealt with in the present investigation. Probably the most important governance finding of this study is the significant amount of variability in governance practices under collective bargaining among different institutions and institutional types. This variability appears to stem from prebargaining governance structures, leadership styles and abilities, financial conditions, the postures and attitudes of faculty activists, and a variety of additional factors relating to institutional histories and circumstances. Some of this variability and the causes thereof is conveyed in the pages which follow. However, much of it can be gained only through careful scrutiny of the institutional sections of this report.

The present section is divided into the following topical areas: (1) contract administration, (2) the roles of campus administrators under collective bargaining, (3) faculty participation in governance, (4) the governance roles of trustees and students under collective bargaining, and (5) the impact of collective bargaining on policy, procedure, and finance.

## CONTRACT ADMINISTRATION

Depending in part on the scope of a collective bargaining agreement, the process of contract administration is not always clearly separable from the more general process of policy making and administration. Nevertheless, this investigation identifies three areas of interest which relate specifically to the process of implementing collective bargaining agreements: The first is the process by which campus administrations prepare and organize themselves for contract administration. The second is the "meet and discuss" process provided for in Act 195. The third relates to grievance procedures, their implementation, and the level of grievance activity at the various institutions.

### Administrative Preparation and Organization

The level of administrative sophistication, experience, and expertise about the collective bargaining process appears to vary substantially, particularly in the first year or so of contract administration. Probably the most elaborate efforts in this regard have occurred at the state-related universities. At Lincoln University, the vice president for academic affairs has primary responsibility for administering the contract. The vice president works closely with the president and uses legal assistance when needed. Temple University has a senior staff official with special responsibility for contract negotiations and administration. Penn State and the University of Pittsburgh, both at the prebargaining stage, have employed administrative policy committees, consultants, and legal assistance in formulating collective bargaining policies.

Unlike the university administrators, state college campus administrators have been only minimally involved in contract negotiations.

There was little labor relations expertise on the state college campuses prior to the ratification of the first contract. Aside from a briefing session on the collective bargaining agreement, there was little guidance from the state administration, and campus administrators were, for the most part, ill prepared for the process of contract administration. Each college subsequently designated a "labor relations coordinator" whose duties vary considerably with the administrative rank of that individual and with the personal involvement of the president in collective bargaining matters. Many of the state college presidents initially adopted a "hands off" posture toward the local collective bargaining relationship and assigned this responsibility to a vice president who may or may not have been the individual designated as labor relations coordinator. More recently, the trend has been toward greater personal involvement on the part of the president, more regular communication with the Department of Education, and the designation or employment of labor relations coordinators with greater experience and/or expertise in the area of collective bargaining. Until recently, however, the consensus among most respondents is that the APSCUF locals had better information, advice, and outside organizational support than their administrative counterparts.

Community college administrators had the advantage of greater involvement at the negotiating stage of the collective bargaining process. The evidence indicates, however, that approaches to contract administrations have varied among the institutions in this sector as well. Approaches employed in the community college sector include the



appointment of labor relations professionals, the use of administrative workshops, and the employment of outside consultants and legal assistance.

### Meet and Discuss

Act 195 requires that public employers shall "meet and discuss" with public employee representatives on "policy matters" affecting wages, hours, and terms and conditions of employment [our emphasis]." Although this provision suggests that "meet and discuss" is intended for use in policy areas which lie outside the scope of bargaining, meet and discuss has also been employed in practice for joint interpretation and clarification of collective bargaining agreements. At Temple University, the meet and discuss forum has also been used to develop some informal agreements about faculty benefits and to promote administrative-faculty cooperation in promoting state financial support for the university.

The sector in which the "meet and discuss" arrangement has played the most important role, however, is the state colleges and university where collective bargaining contracts are negotiated at the state level. Initially, most of the state college presidents stayed away from "meet and discuss" sessions in order to avoid the evolution of these sessions into an arena for local bargaining. APSCUF locals, in turn, insisted that this was the appropriate forum for reaching "agreements" on local matters. More recently, the "meet and discuss" format has evolved into an important mechanism for joint discussions on contract interpretation as well as a wide variety of issues not covered in the agreement. At some of the colleges, the "meet and discuss" arrangement appears to be the major joint governance mechanism at the campus level. A majority of the presidents now attend at least on a periodic basis. One president

openly supports the use of "meet and discuss" as an arena for developing informal agreements at the local level; others undoubtedly have adopted this posture on a less explicit basis. As suggested earlier in the present text, the success of the "meet and discuss" arrangement, as well as other forms of contact between the APSCUF local and the administration, has had a direct bearing on the extent to which the college is able to govern its own affairs.

### Grievance Procedures and Activity

The grievance process at many institutions has served as the major contractual enforcement mechanism as well as an important source of leverage for individual faculty members and faculty unions. Many respondents view the grievance process as an extension of collective bargaining, wherein important and, in some cases, binding precedents are set for future cases. The use of external appeal mechanisms, most notably arbitration, has had an important effect on the locus of decision making in many areas of policy. In some cases the incidence of grievances is a function of the lack of adequate contractual guidance and/or the harbored complaints of a small faculty minority. In other cases, particularly in the early period of collective bargaining, grievance activity is indicative of a lack of administrative sophistication concerning the procedural requirements of collective bargaining contracts.

The grievance procedures among the institutions covered in this study vary somewhat with regard to the mechanisms that they employ and the range of issues to which they may be applied. Arbitration is typically employed as the final step in the grievance process, but the arbitrator's role is frequently limited to determinations regarding the

appropriate application of procedures specified in the contract. At Temple, for example, the arbitrator is limited in grievances over promotion to ordering that the matter be remanded for reconsideration. Tenure decisions at Temple are not eligible for appeal to external arbitration. At the Community College of Philadelphia, contractual grievances are subject to arbitration but noncontractual grievances are not. These types of restrictions, however, appear to be the exception rather than the rule.

The grievance procedures at the state colleges and in most of the community colleges are relatively broad in their coverage. In most cases, they are applicable to both contractual grievances and to grievances involving college rules, regulations, and procedures which lie outside the scope of the collective bargaining agreement. While it is difficult to be precise about the incidence of grievances in the state colleges due to a lack of systematic records at some of the colleges, the evidence available indicates that grievance activity has varied substantially across the system. According to campus estimates, the number of written grievances initiated at each college between 1972 and 1975 ranged from approximately 10 to 35. According to Department of Education figures, the number of presidential grievance decisions appealed to the Secretary of Education between July 1972 and November 1974 ranged by campus from 2 to 18. The number of grievances submitted to arbitration ranged from 0 to 10.

The state college grievance experience yields the following observations: First, management at the campus and state levels lost a large majority of the early grievances submitted to arbitration because

they failed to conform to the procedural requirements of the collective bargaining agreements. Second, the grievance process has been an important factor in enforcing the contract and in establishing the faculty union as an important constituency in state college governance. Third, the number of grievances going off campus has probably declined, although the retrenchment process has undoubtedly reversed this trend. Fourth, many of the colleges are moving toward the resolution of grievances at the informal level, an effort supported by virtually all constituencies at both the campus and state level. The absence of records on informal grievances, however, makes definitive judgments difficult.

As of mid-1975, Lincoln University has sent 5 grievances to arbitration. Of a total of 10 grievances that reached the presidential level at Temple University, none have been sent to arbitration. The experience with grievances in the private sector is limited due to the relatively recent development of collective bargaining at two of the three unionized institutions. Moore College of Art, now under its second contract, sent 2 grievances to arbitration during the life of the first agreement. Reports indicate that the number of grievances has declined since the adoption of the second contract.

An earlier section of the present report indicates that the number of grievances initiated in the community colleges has varied significantly among the 10 unionized institutions, with one institution reporting as many as 50 and another 70 at the upper limit. The number of grievances reaching the institutional level, however, has been relatively small in most cases and only one community college appears to have sent a

significant number (10) to arbitration. A few community colleges report a decreasing incidence of grievances, but the information available precludes generalizations.

### THE ROLES OF CAMPUS ADMINISTRATORS UNDER COLLECTIVE BARGAINING

Administrative critics of faculty bargaining frequently point to the potential loss of administrative flexibility, the development of "management" roles, and the emergence of "adversarial" relationships between administrators and faculty under collective bargaining. The present investigation indicates that there has been some loss of flexibility and that there has been a clarification of "management" roles at some institutions, but that for the most part "adversarial" relationships, when present, usually predate faculty unionization. Moreover, these "adversarial" relationships are often confined to formal exchanges between administrators and union officials and appear to have a minimal impact on personal, day-to-day working relationships. Another area of interest identified in the present study, and addressed briefly below, is the impact of collective bargaining on departmental and divisional administrators.

#### Administrative Roles and Professional Status

Collective bargaining appears to have had the least impact on administrators at the state-related universities. At the community colleges, the major difference is that administrators have lost the prerogative to act in a unilateral fashion in many policy areas. It is at the state colleges that the most detailed information about effects is

available. The three most important generalizations with regard to administration in this sector are (1) college administrators have experienced a significant loss of authority and flexibility; (2) financial conditions and external constraints have contributed at least as much to this loss as collective bargaining; (3) state college administrators find administration to be far more complex and time consuming under collective bargaining but attribute this problem to a variety of other external factors as well; and (4) as illustrated in an earlier section, the impacts of collective bargaining on state college administration have varied with administrative approaches and the tenor of faculty-administration relations at the individual colleges.

State college administrators have also experienced a change in professional status. With regard to senior administrators, the collective bargaining agreement places constraints on the accumulation of academic seniority during periods of administrative service and, more important, requires departmental approval prior to the return of an administrator to faculty status. Although a new, noncontractual personnel classification system has had a greater impact on "middle management" than collective bargaining, the second state college contract provides for separate pay scales and, in some cases, separate personnel procedures for nonteaching professionals formerly considered the professional peers of the teaching faculty.

#### Faculty-Administration Relations

Respondents at one of the unionized state-related universities characterized faculty-administration relations as "mildly antagonistic," but there is little evidence to indicate that collective bargaining

changed the tenor of these relations overnight. At the other unionized university, faculty-administration cooperation in promoting the financial interest of the institution appears to have softened the adversarial postures of the two parties to a certain extent. Union activists at one of the nonunionized universities believe that administration has gradually become a "distant affair" in the eyes of many of the faculty and, further, that this perception is part of the environment which has produced the movement toward collective bargaining. The essential point in each instance is that adversarial relationships may be as much a cause as they are a consequence of faculty unionization and that collective bargaining does not necessarily exacerbate previously existing antagonisms.

The evidence suggests a similar set of observations concerning the state colleges. A degree of antagonism between administrators and certain elements among the faculty appears to have predated collective bargaining on most campuses. At many of the colleges, a relatively militant faction among the faculty assumed leadership positions in APSCUF locals during the first year or two of collective bargaining. In addition, some administrators adopted a more antagonistic posture than others. In these cases, relationships were more openly adversarial in nature. At most of the colleges, however, the early APSCUF leaders have either been replaced by more moderate elements or have themselves adopted a less adversarial posture. Although open antagonism still exists in formal relationships between administrators and union leaders on some campuses, the parties on other campuses have moved toward a working relationship, in part, to stem the flow of decision making off campus.

Indeed, recent external threats to the financial interests of the state colleges, as well as the threat of retrenchment, may well provide the impetus for greater faculty-administration cooperation at the college level.

The tenor of relationships in the community colleges has varied at least as much as it has among the state colleges. Strikes and lockouts in a number of the community colleges undoubtedly increased the level of antagonism between faculty and administrators, such as one college where administrators were given riot control training in preparation for a lockout. On the other hand, a number of campuses also report rapidly improving faculty-administration relations as the parties move toward a posture of mutual respect and cautious cooperation.

#### Deans and Department Chairpersons

This investigation did not delve in detail into departmental and divisional governance under collective bargaining. However, the evidence available leads to some tentative observations worthy of further inquiry. Particularly among the state colleges and some of the community colleges, respondents noted a trend toward a centralization of decision making at the campus level. In addition, there is some evidence that divisional and college deans now play less of a role in the faculty committee systems within their respective units. The latter trend appears to apply at Temple University as well, where college deans are reportedly less active in the faculty assemblies of their respective colleges.

The academic deanship at most of the state colleges has never emerged as a powerful role. While many state college presidents, particularly since the adoption of collective bargaining, have attempted



to strengthen the management role of the dean, faculty input on personnel matters moves directly from the departmental level to college-wide committees bypassing the dean and further eroding his role in these matters. The formal roles of department chairpersons in the state colleges have been changed by their inclusion in the bargaining unit and by the fact that they must now stand for departmental elections every two years. Nevertheless, chairpersons on some campuses continue to wield informal influence within their departments.

The role of department chairpersons in the community colleges, both past and present, appears to have varied significantly among the 14 institutions in this sector. It is important to bear in mind that decision making at most of the community colleges has traditionally been fairly centralized at the campus level. Department chairpersons have been included in three community college units. In two cases, chairpersons were included in the faculty unit in the original PLRB decisions, reflecting a judgment that these individuals have never played a significant governance role. Subsequent to the adoption of collective bargaining at a third community college, the board of trustees formally reduced the department chairperson's role in the faculty appointment process, whereon the PLRB reversed its initial decision to exclude department chairpersons from the bargaining unit.

Detailed information concerning the department chairperson's role in the seven community colleges in which they are excluded from bargaining units is not available. Reports indicate, however, that the role of the department chairperson in at least one of these colleges has been significantly delimited and is now characterized as that of a "coordinator."

## FACULTY PARTICIPATION IN GOVERNANCE

The analysis of faculty roles in governance under collective bargaining in previous sections of this report focused on two basic but interdependent issues: (1) the general nature and level of faculty participation in governance and (2) the respective roles of faculty union organizations and academic senates. The data collected lead to a number of generalizations. First, faculty participation in governance has increased at almost all of the institutions examined. Second, academic senates have been weakened at most institutions; in a few cases they have been dissolved; but they continue to play a viable role on a number of campuses. Third, institutional administrators appear to favor the maintenance and/or development of nonunion forums for faculty input in the decision-making process. Fourth, faculty input on noncontractual matters continues to be advisory in nature. Fifth, it is probably too early in most cases to make definitive judgments about the long run consequences of collective bargaining for academic senates and nonunion faculty committee systems.

Lincoln University has traditionally and continues to employ a system of faculty committees in lieu of an academic senate. The most important of these committees, the Educational Policy Committee, continues to operate with full support but has been reluctant to deal with matters that might be the subject of collective bargaining. The Temple University Senate continues to operate, their policies concerning promotion and tenure are formally included in the contract, and the senate personnel committee is still involved in the implementation of these policies. The AAUP has maintained a fairly cooperative stance

with the senate and is reportedly happy to be spared the burden of the senate's work load. The Temple University Law School has retained its previous joint government mechanisms, and the faculty continues to play a substantial role in governance, primarily on a noncontractual basis.

The state colleges did not have senates until the second half of the 1960s, and few of these organizations ever played an influential role in governance. Since the adoption of collective bargaining, two of the state college senates have been dissolved and four of them appear to play only a social and/or clerical role. The activity of the remaining eight is confined for the most part to curriculum and student affairs. The APSCUF locals on these campuses appear to favor a continued though limited role for their senates, and most administrators strongly favor the maintenance of nonunion mechanisms for faculty input. The APSCUF locals, however, clearly have the upper hand, and most respondents agree that a confrontation between an APSCUF local and a senate would almost certainly result in the demise of the latter. The APSCUF locals play a significant role on most of the campuses via state mandated participation in planning and budget committees. At five of the colleges, curriculum committees required by contract, are reportedly dominated by the APSCUF locals. In a number of cases, the APSCUF local is either consulted or allowed to appoint faculty representatives to noncontractual college-wide committees.

Among 9 prebargaining senates in the 10 unionized community colleges, 5 have been dissolved, 2 are inactive, and the remaining 2 have been substantially weakened. At 3 of the colleges, however, elaborate systems of joint faculty-administration committees are provided for by contract,

and a number of the community colleges have developed similar systems on an extra contractual basis. The noncontractual role of faculty union organizations appears to vary substantially. At one extreme, the union organization appoints the majority membership of all college-wide committees. In contrast, the union organization at another college reportedly has minimal influence in noncontractual matters.

Among the three unionized private institutions, the prebargaining senate at one college initially played a role in providing faculty input on salaries and fringes. This arrangement was followed by the formation of an informal faculty bargaining committee which was replaced by a certified bargaining agent in late 1974, after four years of operation. The prebargaining senates at the two other institutions are now dormant. One of them has been replaced by an extensive committee system. At the other college, a contractual provision for administrative "consultation" with faculty on noncontractual matters is currently being implemented.

## TRUSTEES AND STUDENTS

Most boards of trustees as well as college and university students have been only minimally involved in the collective bargaining process, nor have they shown particular interest in increasing their level of involvement. There are, however, some exceptions, most notably among the community college boards of trustees and state college and university students. Moreover, there is some evidence to suggest that collective bargaining has indirectly affected the more general governance roles of these constituencies.

Respondents at the state-related universities indicate that their boards of trustees have left collective bargaining primarily in the hands of their senior administrative officials. The state college and university trustees have been minimally involved, due in large part to the centralized nature of the collective bargaining relationship among these institutions. The community college boards of trustees appear to be the exception to this pattern. Although community college trustees have rarely, if ever, sat at the bargaining table, a number of boards have developed policy committees to advise management during negotiations and in some cases have sent their attorneys to represent them at the bargaining table. In at least one case the board reportedly appoints the members of the management bargaining team and maintains tight control over financial settlements. At another community college, the board of trustees is the final court of appeals in all noncontractual grievances. In at least two cases, provision has been made for the faculty to appeal administrative decisions to the board of trustees. It is apparent that among the various categories of institutions examined in the present study, community college boards of trustees have and will continue to play the most active roles in both collective bargaining and governance in general.

With regard to the role of students, the data assembled in this investigation leads to two general observations. First, although students have been only minimally interested or involved in the collective bargaining process per se, a local student minority on many campuses has expressed concern over the potential impact of collective bargaining on tuition as well as the impact on traditional governance mechanisms (senates, etc.) by which student interests on many campuses have been represented in the

governance process. Second, collective bargaining at a number of the state colleges and community colleges has spurred increased student interest in governance and appears to have led, at least indirectly, to increased student involvement in academic senate and/or college-wide committee systems. In the case of the state colleges, collective bargaining has reportedly provided the major impetus for increased student activity at the state level as well.

Student governments on at least four of the state college campuses have sought involvement in the "meet and discuss" process but have been successful in this effort in only one instance. In many cases, however, student input on noncollective bargaining matters has been encouraged by both administrators and APSCUF locals. The state administration has instituted student representation on boards of trustees as well as on a variety of state level advisory committees, including the state college and university planning commission. At the campus level, student representation in academic senates has become a standard practice, and in some instances students are routinely included on most college-wide committees. Perhaps the most significant development has been the emergence of the Commonwealth Association of Students--according to many respondents, a direct response to the success of APSCUF in representing faculty interests at the state level.

Respondents indicate that at one of the community colleges student representatives meet regularly with the faculty bargaining team during negotiations. This, however, is the only evidence of student involvement in the collective bargaining process itself. On the other hand, it is also apparent that on many campuses the development of collective

bargaining has been accompanied by a general increase in student participation in governance. In one case, student representation in governance is provided for by contract. In others, students are now represented for the first time on a variety of college-wide committees. In most cases, however, student involvement in community college governance continues at a significantly lower level than at many of the state colleges.

Faculty bargaining does not appear to have spurred a ground swell of grass roots student interest or involvement in institutional governance. Moreover, the evidence to confirm collective bargaining as a primary impetus for the above-mentioned increases in student governance activity is insufficient. Nevertheless, it is apparent that collective bargaining has been a factor in the increasing interest among student activists in the governance process and that it has also led to an increased awareness among other constituencies that college and university students are a potentially important interest group.

#### POLICY, PROCEDURE, AND FINANCES

The present investigation was not oriented toward, nor did it yield, detailed and systematic information concerning changes in specific governance policies and procedures under collective bargaining. Nevertheless, the research effort generated sufficient data to merit an analysis of trends in personnel and academic policies and procedures under collective bargaining. The information collected concerning the financial implications of collective bargaining is also reported below.

### Personnel Policies and Procedures

There has been a definite increase in faculty participation in both the development of personnel policies and in individual personnel decisions under collective bargaining. In most cases, however, there is less evidence of substantive changes in personnel policies and procedures.

At Temple University, there is now a provision for formal faculty concurrence in the appointment of department chairpersons due in part, no doubt, to the new status of department chairpersons as members of the bargaining unit. In the areas of promotion and tenure, previously existing senate policies were included in the collective bargaining agreement, and the senate personnel committee continues to play an active role in this area. The contract also provides for the appointment of ad hoc committees to deal with tenure appeals. Under collective bargaining, merit is handled primarily through peer review, a system with which many faculty are not particularly happy.

Personnel policies and procedures in the state colleges are dealt with at length in an earlier section of this report. The summary observations which emerge from this analysis, however, are worth repeating. The level of formal faculty input in both the development of personnel policy and in individual personnel decisions has increased significantly. Second, with the exception of merit, little evidence of substantive changes in personnel policies or practices exists; most campuses report that promotion and tenure continue to be awarded almost automatically. Third, to the extent that promotion, tenure, and sabbaticals have been more difficult to obtain, this pattern is attributed to budgetary constraints which might be considered, in part,



indirect consequences of collective bargaining. Fourth, personnel practices still vary somewhat across the system, but the Department of Education and APSCUF are cooperating to standardize them via a series of statewide committees provided for in the second contract.

Faculty participation in personnel matters also appears to have increased significantly at the unionized community colleges and private institutions and at the nonunionized community colleges as well. The most important substantive change in community college personnel policies relates to the area of tenure. In several cases tenure has been eliminated in favor of a system of continuing appointments. In a number of community colleges the contract also provides that nontenured faculty beyond their first or second year may not be dismissed except "for cause." It is apparent that one of the major accomplishments of many community college faculty unions has been a significant strengthening of faculty job security.

#### Academic Policies and Procedures

Curricular policy per se has seldom been a subject of collective bargaining in Pennsylvania. Administrators typically support faculty participation in the design and development of the curriculum, but it is almost universally felt that this participation should occur via nonunion mechanisms. On the other hand, the linkages between curricular planning and faculty work load and, in some cases, faculty job security are such that collective bargaining can easily have at least an indirect impact on academic programs and their implementation.

The large majority of faculty contracts among the institutions currently under investigation deal at varying levels of detail with the

issue of faculty work loads. At Lincoln University, faculty work load is now characterized as more uniform and more clearly defined. At Temple, the contract explicitly protects previously existing faculty work loads. At some of the community colleges, budgetary pressures generated partially by faculty salary increases have been alleviated by increases in maximum class size in lieu of increased faculty course loads.

The state college faculty contracts appear to have one of the most elaborate sets of faculty work load provisions in the state. In addition to placing a formal ceiling of 24 semester hours on annual faculty course loads, the first contract established credit hour equivalencies for the noncourse activities of coaches, music teachers, and a variety of student activity advisors. The second contract required that faculty receive extra compensation for the supervision of independent study beyond their maximum course load and provided that laboratory sessions would carry the same course load credit as lecture classes. Respondents at some of the campuses indicate that these provisions have or are expected to contribute to the general budgetary pressures on the colleges and thus, indirectly, to the demise of some highly specialized upper division course offerings.

In addition to the potential budgetary impact of faculty work load provisions, some respondents indicate a concern over the potential impact of these provisions on individual faculty output. Thus far, however, most observers agree that formal limitations on faculty work load have not resulted in a decline in faculty efforts to fulfill their instructional responsibilities. Students at some of the state colleges perceive that collective bargaining may have indirectly curtailed

the availability and quality of nonacademic student services but that academic programs and faculty output have not been significantly affected.

### Finances

With regard to the financial impacts of faculty bargaining, the investigators found it infeasible to make definitive judgments on the basis of the data collected. As suggested by the findings of the Joint Legislative Committee on Act 195, the financial implications of collective bargaining are rendered most complex by the presence of other important variables, such as general economic conditions, the state's commitment to increase traditionally low wages in the public sector, and continuing inflationary pressures on wages and salary levels (1975, p. B-9). The present authors also conclude that a separate and fairly detailed investigation would be required in order to overcome some of the technical difficulties involved in comparing financial settlements.

The institutional sections of this report contain information on both faculty salary settlements and the financial implications of faculty bargaining for the institutions. Although settlements are often difficult to assess and compare because of variations in format, the data available are suggestive of the following tentative impressions: First, collective bargaining facilitates a levelling of faculty salaries and benefits across the public sector. Second, particularly where prebargaining inequities exist, initial economic settlements tend to exceed settlements in subsequent contracts. Third, evidence to indicate that unionized faculty will gain an economic advantage over nonunionized faculty in the long run is insufficient.

With regard to the impacts of bargaining on institutional finances, it seems fairly clear that faculty and their institutions will have to make some tradeoffs in exchange for improvements in the economic status of the faculty. In a time of increasing pressures on public resources, salary and fringe raises have and will probably continue to generate cut-backs in nonpersonnel expenditures, tuition increases, and retrenchment through attrition or otherwise. Thus far, financial circumstances among both unionized and nonunionized institutions have varied, and some institutions have suffered greater financial pressures than others. However, almost all institutions are subject to one or more forces in addition to collective bargaining--levelling enrollments, public pressures to hold the line on taxes, and changing priorities in the state capital.

## EXTERNAL ROLES IN COLLECTIVE BARGAINING

The roles of external agencies in the collective bargaining process vary considerably with the different governance structures and patterns of finance among the various sectors of higher education in Pennsylvania. The purpose of the present section is to summarize and compare the roles of the following external constituencies: state and local funding authorities, state and local (county and municipal) administrators, state and system wide boards, judicial and quasi-judicial agencies, and state and national union organizations.

### FUNDING AUTHORITIES

Although the state-related universities receive approximately 30 to 40 percent of their operating revenues from the state, the institutional governing boards have ultimate responsibility for the financing of these institutions. Hence, it is the governing boards' responsibility to insure the funding of collective bargaining agreements from the various sources of revenue available to the institution. This pattern applies to the governing boards of private institutions as well.

In contrast, the state colleges receive close to 60 percent of their operating revenues from the state. Moreover, the state college faculty contracts are negotiated by the state administration, implying that the state will assume the responsibility for financing these agreements. Both state college faculty contracts have contained provisions requiring that the implementation of any cost items be

preceded by legislative action to insure adequate funding. The Governor, however, has adopted the practice of implementing collective bargaining agreements prior to legislative action on supplemental funding. The consequence for the state colleges, as well as other state agencies and institutions, has been severe belt tightening in the nonpersonnel areas of their budgets--with only partial relief from the legislature, typically late in the fiscal year.

The legislature is not particularly enamored of this arrangement, for the legislature is faced under this system with the onerous task of cutting supplemental budgetary requests which are generated, in part, by actions of the state administration. Nevertheless, the legislature has declined to become more involved in the negotiation and implementation of collective bargaining agreements: One argument in support of this position is that the legislature would find it difficult not to fund an agreement in which it had participated, despite the fact that it did not have a controlling voice in approving that agreement. Many legislators believe that collective bargaining is appropriately an executive function and that the proper role of the legislature is in determining the extent to which an agreement will be funded by the appropriation of additional monies. Others argue that legislators do not have time to become adequately informed and involved in the negotiation process. Some observers, both inside and outside the legislature, believe that legislative involvement would facilitate excessive political interest group pressure on the collective bargaining process.

Although the community colleges now reportedly receive less than 30 percent of their revenues from local funding sources, local revenues

are an important element in the financing of collective bargaining agreements, for they are the only source of funding which is not strictly tied to enrollments. Nevertheless, county and municipal sponsoring agencies have rarely been directly involved in community college negotiations. It was suggested in an earlier section of the present text that the various community colleges have adopted three different modes of operation to insure the financing of faculty contracts. In the first mode, the college accepts the annual institutional budget as a "given." In these cases the only source of flexibility is an internal shift in the allocation of fixed resources. In the second mode, the college administration maintains close liaison with the local sponsoring agency during negotiations in order to insure support in the event that additional revenues are needed. A third mode, in operation at only one institution, is direct involvement in the negotiations process by the local sponsoring agency--in this case a board of county commissioners. It is apparent that the first mode is becoming increasingly prevalent among the community colleges, but this approach will remain viable only so long as community college enrollments and revenues continue to grow.

### STATE AND LOCAL ADMINISTRATORS

Public administrative involvement in faculty bargaining has been negligible among the state-related universities, community colleges, and private institutions. In the state-related sector, the governor's office and the Department of Education have expressed a strong interest in the development of university-wide faculty bargaining units, but evidence of external administrative involvement in contract negotiations

or implementation is small. At one of the municipal community colleges the mayor became involved in efforts to mediate negotiations with the faculty, but formal public administrative involvement in community college negotiations appears to be the exception rather than the rule.

In the state college case, however, the state administration has played a primary role in the negotiation and administration of faculty contracts. Discussions concerning the definition of the state college faculty unit took place in the Governor's Office of Administration. The lieutenant governor, as the state's senior administrative official in the area of public employee relations, was personally involved in these discussions. The office of administration also coordinated the management effort during the negotiations for the first state college and university faculty contract. Although negotiations for the second contract were handled primarily by the Department of Education, the governor's office played the controlling role in the economic settlement. The involvement of the governor's office in the state college case appears to have been guided by three basic goals: the avoidance of a proliferation of separate public employee bargaining units; the promotion of "positive" public employee relations; and the standardization of economic settlements with public employees across the public sector.

The Department of Education has attempted to employ collective bargaining to facilitate some of its major goals for the state colleges and, concurrently, to centralize decision making at the state level. The keystones of the department's efforts in this regard have been its involvement in the negotiations for the second faculty contract and the



development of a working relationship with the central APSCUF organization. The department's involvement as the third step in the grievance process has also facilitated a centralization of decision making. The evidence would suggest that on various occasions the department's administration has employed collective bargaining to wrest policy making control from the Board of State College and University Directors, the Board of State College and University Presidents, the College Boards of Trustees, and the individual college presidents. On the other hand, as noted in a previous section, collective bargaining has probably been more of a convenience than a necessity in the department's efforts to centralize the locus of decision making in the state college system.

### STATE AND SYSTEM-WIDE BOARDS

With the exception of the state colleges, the only suprainstitutional board with general responsibility for the formulation and implementation of higher education policy is the State Board of Education. The state board's role in the governance of higher education is constrained, however, by the breadth of its agenda, the preponderance of basic educational concerns, the "strong executive" role of the secretary of education, and the lack of a full scale independent staff. The board's role is further constrained in the private colleges, state-related universities, and community colleges by the statutory authority of local governing bodies. Although the state board has more direct responsibility for the state college sector, state level responsibility for the day-to-day operation of these institutions has been delegated to the Department

of Education and the Board of State College and University Directors. This investigation uncovered no evidence of state board involvement in collective bargaining with the state college and university faculty. Illustrative of this lack of involvement is the fact that the major retrenchment efforts currently underway in the state colleges have, at last report, never been placed on the state board agenda.

In contrast, faculty bargaining appears to have had a significant impact on the governance role of the Board of State College and University Directors (SCUD). The SCUD board has attempted to involve itself in contract negotiations, but these endeavors have been hampered by the lack of an independent staff, the time-consuming nature of the collective bargaining process, and the secrecy of management deliberations during the negotiations process. Perhaps more important, the collective bargaining process has placed considerable limitations on the general policy-making role of the SCUD board and has on several occasions led to direct confrontations between the jurisdiction of the board and the faculty contract. Although it is not clear that the SCUD board would have evolved into an important policy-making body in the absence of collective bargaining, it is apparent that collective bargaining has, for the most part, preempted any potential in that regard.

The Board of State College and University Presidents reportedly played a highly influential role in the development of state college and university policy during the prebargaining era. The statute which created the SCUD board, however, changed the status of the board of presidents to that of an advisory body to the SCUD board. The decline in the influence of the board of presidents appears to predate collective

bargaining. Nevertheless, the influence of the state college presidents, collectively and individually, appears to have been further eroded by the centralized nature of the collective bargaining arrangement and the difficulties experienced by the presidents in developing a consensus on most policy issues.

### JUDICIAL AND QUASI-JUDICIAL AGENCIES

The courts have been only minimally involved in faculty bargaining in Pennsylvania. Most court activity, impacting indirectly on higher education, has occurred in the basic school sector. The evidence available indicates that collective bargaining has resulted directly in court cases at only two community colleges. At one college, court assistance was sought once during a strike and again during a lockout. In both cases the judge chose to play the role of mediator and, partly as a result of his efforts, the impasses were resolved without the need for court action. At a second community college, a group of students brought suit against the college to force both parties to keep the college open during a collective bargaining impasse. Again, the judge contributed to the mediation effort and a solution was reached without the need for a court decision.

In contrast to the courts, the Pennsylvania Labor Relations Board (PLRB) has played an important role in faculty collective bargaining. Although much of the board's activity is routine (e.g., supervision of elections and bargaining agent certifications), their unit decisions and rulings in a few major unfair labor practice cases have been an important factor in the interpretation and implementation of Act 195 in

the higher education sector. Like most state collective bargaining laws, Act 195 made little provision for the special needs and circumstances of professional employees. Moreover, little precedent exists in current industrial and public sector case law for the special treatment of college and university faculty or any other category of professional employees. Perhaps the most important aspect of the PLRB's role for collective bargaining in higher education has been their tendency to enforce the standardization of public employee policies across the public sector. In one of the board's most important unfair labor practice decisions to date, for example, i.e., the State College School District case, the board ruled that professional employees are subject to the same limitations on the scope of bargaining as any other category of public employees.

In the state-related university sector, the PLRB has handed down two important unit decisions involving multi-campus universities. In both cases, the PLRB has followed the logic of a provision in the law discouraging "fragmentization" of public employee bargaining units and has ruled that faculty bargaining cannot occur on a campus-by-campus basis. The most important unfair labor practice case in the state-related sector thus far involved a charge by an NEA affiliate at The Pennsylvania State University that the university was aiding and abetting the faculty senate as a "company union." Although the charge was dropped before a determination was made by the PLRB, the board's hearing examiner suggested during the course of the hearings that the "burden of proof" was on the university to prove that university governance is any different from that of other public institutions and agencies, i.e.,

that an internal employee organization which would clearly qualify as a "company union" in another type of organization should not be so classified in the university context.

The state college and university faculty unit was never the subject of litigation, and the PLRB was consequently never called upon to make a decision on the original faculty unit. One of the most important unfair labor practice cases in the state college sector involves a charge by an APSCUF local that the college's administration was illegally refusing to employ the meet and discuss arrangement as a mechanism for making decisions at the campus level. The PLRB ultimately dismissed the case, ruling that the meet and discuss provision of Act 195 did not require public employers to make decisions in this manner and implicitly suggested that meet and discuss should be employed in the state colleges in the same manner in which it is employed in any other public agency. The PLRB is currently deliberating over the arbitrability of an APSCUF grievance against the state administration for failing to fund the full cost of the first two faculty bargaining agreements.

The most important activity of the PLRB in the community college sector has been in unit determinations. In most cases, the PLRB has defined faculty bargaining units along fairly broad occupational lines. In the case of department chairpersons, however, the board has determined in 7 of 10 cases that chairpersons should be excluded from the faculty bargaining unit. Most unfair labor practice charge cases in the community college sector have reportedly been dropped before a decision was handed down by the PLRB. Perhaps the most important unfair labor practice case in the community college sector involved a complaint by a PSEA local

that the administration had refused to bargain with them despite ample evidence that they represented a large majority of the faculty. The PLRB determined that the local PSEA organization was justified in its representational claims and ordered the college administration to bargain with PSEA without a bargaining agent election.

Arbitration has been employed only rarely in the negotiations process. The arbitrator's role in a grievance process, however, has been significant. Although the role of the arbitrator is often confined to determinations concerning the procedural requirements of a contract, there are important exceptions. For example, an arbitrator ordered one of the state-related universities to pay a promotion increase to a faculty member initially denied that increase.

Grievance arbitration has played an important role in enforcing the state college and university contract. Indeed, some campus administrators now view arbitrators as allies of the faculty union. The evidence would indicate, however, that APSCUF's arbitration track record is due in large part to the inexperience of state college and university administrators with the procedural rigors of collective bargaining contracts. According to one state official, arbitrators have also played an important role in interpreting and clarifying the state college agreements. The key points established through grievance arbitration include the following: First, tenure may be granted only as a result of a conscious management decision and does not accrue "de facto" as a result of three years of service. Second, promises or expectations conveyed by lower level managers can be held against management in general to the benefit of the employee. Third, improper procedural actions in

promotional situations will lead to a reconsideration order. However, arbitrators have been generally reluctant to involve themselves in definitive judgments concerning matters of "academic judgment."

Grievance arbitration has played a similarly important role in the enforcement and interpretation of community college contracts. In addition, at least one case has developed in which arbitration was employed to resolve a bargaining impasse. As part of the arbitrator's award in this case, the faculty were granted a 9 percent salary increase, an increase viewed by most respondents as a relatively favorable one.

#### STATE AND NATIONAL UNION ORGANIZATIONS

Faculty bargaining in Pennsylvania colleges and universities is characterized by varying degrees of involvement by external union organizations. Although these organizations have provided important organizational, staff, and financial support for faculty unionization, it is evident in most cases that faculty union leadership has been provided by local faculty activists and that faculty bargaining policies have been established primarily at the campus level. Probably the most important role of the state and national organizations has been in generating initial faculty interest in collective bargaining.

At the two state-related universities already unionized, the AAUP chapters at both campuses appear to be dominated by local forces. With the possible exception of the NEA organization, the same observation appears to apply to the competing associations at the University of Pittsburgh. The AAUP and NEA affiliates at Penn State appear to be locally dominated as well, although all of these associations have

undoubtedly received important financial assistance and staff support from their national and/or state affiliates.

In contrast to the state-related university situation, the state level APSCUF organization has played the dominant role in centralized negotiations with the state administration. The APSCUF organization, however, has historical roots with campus level associations and continues to operate as a representative organization, governed by a legislative assembly of campus delegates. Nevertheless, considerable authority is vested in the APSCUF Executive Council, which has reportedly been dominated by faculty activists from a minority of the campuses, and the APSCUF executive director and staff play a significant role in the ongoing activities of the organization. The activities of the state level APSCUF organization, which have been discussed in detail in an earlier section of this report, indicate tension between the state organization and the campus locals, at least some of which perceive an increasing level of centralization of decision making within the APSCUF organization.

APSCUF's relationship with PSEA is complex. PSEA reportedly provided important organizational, staff, and financial support during the organizing phase of state college faculty unionization. However, as APSCUF has developed its own staff organization and financial resources, it has moved toward an increasing level of autonomy from PSEA. The relationship with PSEA is an important one for APSCUF, for the state education association is one of the most powerful lobbying forces in Pennsylvania. On the other hand, PSEA's allegiance is primarily to its constituency in basic education, and it is evident that APSCUF will



have to rely increasingly on its own devices to promote the interests of state college and university faculty. Although APSCUF is still formally affiliated with PSEA, as well as its national counterpart, the NEA, the relationship which is emerging is probably best characterized as an association between "allies."

Collective bargaining in the community colleges and three unionized private institutions occurs at the local level. Following the initial organizing efforts, external union organizations have played a primarily supportive role in collective bargaining efforts. The AFT and PSEA routinely provide staff assistance during negotiations. On most campuses the negotiating effort is reportedly led by local faculty. At five of the community colleges and at one of the private colleges, however, the faculty negotiating teams have been headed by a union staff official or attorney. There is some evidence to suggest that the faculty negotiating efforts in these cases can be classified as more adversarial than those which are led by internal personnel.

A final but important role of the state level unions and associations in Pennsylvania relates to their general efforts to influence public policy in favor of the constituencies and institutions that they represent. It is difficult to predict how well the associations will fare in this regard, for college and university faculty continue to represent a relatively small interest group within the associations and in the public sector in general. Moreover, the financial gains of college and university faculty are likely to be severely constrained in the future by decreasing resources and changing priorities at the state level.

## SECTION IV / SUMMARY OF MAJOR FINDINGS

This summary must be prefaced with two caveats. First, the investigators found that the nature and consequences of faculty collective bargaining varied significantly among institutions and institutional types. Second, it is difficult to separate the consequences of faculty bargaining from the impact of a variety of other current forces in higher education, including the general trend toward state coordination, financial difficulties, and the changing priorities of state and local governments. No brief summary can adequately reflect these phenomena.

#### THE INCIDENCE OF FACULTY COLLECTIVE BARGAINING IN PENNSYLVANIA

1. Formal (certified) faculty collective bargaining now occurs at 29 of Pennsylvania's 153 institutions of higher education (this figure excludes 38 branch campus sites of multi-campus institutions and 39 proprietary institutions). The faculties of the 13 state colleges and Indiana University of Pennsylvania are covered under a single contract. Ten of the 14 community colleges have adopted formal collective bargaining. Two of the four state-related universities (Lincoln and Temple Universities) are now unionized. In contrast to the public sector, only 8 of the state's 121 private institutions have held collective bargaining elections. Faculty have rejected collective bargaining in five of these elections. "Informal" (uncertified) faculty bargaining takes place in approximately 25 percent of Pennsylvania's private institutions and at 3

of the community colleges. Elections are anticipated within the next year at the two nonunionized state-related universities (The University of Pittsburgh and The Pennsylvania State University).

## ORGANIZING CAMPAIGNS AND ELECTIONS

2. The impetus for faculty unionization in Pennsylvania has involved a variety of internal and external factors in each institution. Among the major factors, internal governance relationships appear to be of greater faculty concern at the state-related universities and community colleges; external governance relationships are of at least equal importance to state college faculty. While economic factors have been an issue at most institutions, they have played a more dominant role in the private sector and at some of the community colleges.

3. The American Association of University Professors (AAUP) has participated in 5 elections and won 2, both at state-related universities. The American Federation of Teachers (AFT) has participated in 14 elections and won at 4 community colleges and 2 private institutions. The National Education Association/Pennsylvania State Education Association (NEA/PSEA) has participated in 14 elections and won in the state college system and 6 community colleges. There have been 6 no representative victories: 5 in private institutions and 1 at a community college. There is little evidence that the competing organizations have offered faculty particularly distinct campaign platforms, and elections do not appear to have been decided on the basis of issues. Most elections appear to have been determined by faculty responses to associational images and local organizational strength.

4. The majority of campus administrations did not conduct opposition campaigns. Many considered unionization inevitable and/or were concerned about the legality of various opposition tactics. Exceptions were two of the state-related universities, two community colleges, and five private institutions (including two which have adopted collective bargaining and three which have not).

#### UNIT DETERMINATION

5. There are no single-campus bargaining arrangements in multi-campus institutions in Pennsylvania. The Pennsylvania Labor Relations Board has consistently followed the stricture in Act 195 against overfragmentation of bargaining units.

6. Bargaining units range from a narrow coverage of full-time faculty to broad units composed of full- and part-time faculty along with a variety of nonteaching professionals. The most common type of unit is composed of full-time faculty and principal support professionals such as librarians and counselors. Significantly, the state college unit has gradually expanded to include a large variety of nonteaching professionals, with a prospect that the separate nonteaching professional unit will eventually be phased out through attrition. The status of department chairpersons has been the major source of unit determination controversies. Department chairpersons have been included in the faculty units at the state colleges, Temple University, three community colleges, and approximately half of the private institutions which have held elections.

## NEGOTIATIONS: SCOPE, PROCEDURES, IMPASSES, AND OUTCOMES

7. The scope of faculty bargaining has varied widely, with the state colleges (broad scope) and Temple University (narrow scope) at opposite ends of the continuum. Case law, which is developing primarily in the basic school sector, has not yet established any definitive precedents. Overall, the scope issue has not been a major problem in faculty bargaining and has usually been resolved without external party involvement. Act 195 provides for a "meet and discuss" arrangement concerning policy issues which relate to conditions of employment considered inappropriate for inclusion in public sector contracts. This appears to have reduced some of the pressure on unions to negotiate comprehensive contracts by giving them a forum to express their concerns on matters outside the scope of the contract.

8. With the exception of the state colleges, where the state administration is the employer, the party typically designated as the formal employer is the institutional governing board. However, the makeup of management bargaining teams and/or policy committees varies widely. In most cases, management teams are comprised of an external or in-house attorney and/or labor relations specialist and a number of institutional administrators. Governing boards typically serve either in an advisory capacity or leave bargaining primarily to management, confining their own role to final ratification of the contract. Some of the community colleges provide exceptions to this pattern.

9. The makeup and sophistication of faculty bargaining teams also varies. In the state college case, the faculty teams include both

labor relations professionals and college faculty. In most other cases, faculty teams are led by local faculty members, with periodic assistance from associational staff and/or attorneys. In general, faculty teams appear to have less access to labor relations expertise than their management counterparts.

10. Mediation has been employed at Lincoln University and several of the community colleges with some success, although there is concern about the lack of familiarity among mediators with the nature and particular problems of higher education. Fact-finding and interest arbitration have each been used in only one institution of higher education in Pennsylvania.

11. Strikes have occurred at 5 of the 10 unionized community colleges and 2 of the 3 unionized private institutions. The major strike issue has usually been money with a secondary emphasis in some cases on personnel policies.

12. The financial outcomes of faculty bargaining have been mixed. At least in their initial contracts, the state college faculties and some of the lesser paid community college faculties appear to be the primary benefactors of substantial economic gains. In other cases, it is difficult to tell whether economic gains have been significantly higher than they would have been in the absence of collective bargaining. In cases where faculty made significant gains in their initial contracts, gains from subsequent contracts have been substantially lower.

13. Other contract provisions have also varied in nature and scope. Approaches to faculty participation in governance have varied from the

negotiation of elaborate systems for joint governance to a reaffirmation of existing mechanisms to little or no mention of governance in the contract. Although merit and tenure have been modified or eliminated in many cases, the tendency in many areas of personnel policy has been to codify existing policies and create or formalize procedures for a faculty role in individual personnel decisions. An important exception to this pattern has been the extension of significant job security to junior faculty via due process provisions.

#### CONTRACT ADMINISTRATION

14. Contract administration is a complex process, calling for some in-house expertise. The meet and discuss arrangement provided for in Act 195 has been employed with some success to interpret contracts and to address matters of mutual concern which arise between negotiations; it has also played a particularly important role in the state colleges where contracts are negotiated at the state level.

15. The grievance process has been employed at most institutions as an important mechanism for enforcing faculty contracts. The use of external appeal mechanisms, most notably arbitration, has been particularly important in this regard. Grievance procedures tend to be broad in their coverage and, in many cases, are applicable to both contractual provisions and other college rules, regulations, and procedures. The frequency of formal grievances appears to decline as institutions become more sophisticated about the procedural requirements of collective bargaining.



## GOVERNANCE

16. Administrators have lost a degree of flexibility as a result of collective bargaining, but many administrators, particularly among the state colleges, emphasize that the loss of flexibility may also be attributed to state controls and financial pressures. Collective bargaining often leads to a clearer delineation of administrative roles and professional status through limitations on their associations with academic departments. However, adversarial relationships between faculty and administration are attributed as much to previously existing conditions as to collective bargaining. Faculty-administration relationships vary significantly among the various unionized institutions.

17. Campus administration is more centralized under faculty bargaining, particularly in institutions where department chairpersons are included in the faculty bargaining unit.

18. Faculty participation in governance has increased at most unionized institutions. The nature of this participation varies somewhat, with a general tendency for some faculty governance activities to shift from traditional mechanisms to faculty union organizations. Administrators generally favor the continuation of senates and joint committees as mechanisms for extra-union faculty participation in governance. In unionized institutions with viable prebargaining senates (by far the minority), the tendency has been to maintain the senate organization with some curtailment of prebargaining responsibilities. In others (most notably the community colleges and some of the state colleges) traditional participatory mechanisms have been substantially

weakened or dissolved. The trend, however, has been to replace these mechanisms with new contractual or extra-contractual mechanisms for administrative-faculty consultation.

19. Students have been only minimally concerned and/or involved in faculty collective bargaining. The most noteworthy student activity, partially in response to collective bargaining, has been the development of a statewide Commonwealth Association of Students in the state colleges and university.

20. Academic programs and policies have been affected by collective bargaining primarily through work load provisions and general financial pressures to which collective bargaining has contributed.

21. The study did not yield decisive conclusions concerning the financial impacts of collective bargaining. Tentative impressions are (1) that faculty in lower paying institutions experience significant gains in initial contracts but not in subsequent contracts, and (2) that significant faculty economic gains have and will continue to be accompanied by cutbacks in nonpersonnel areas, tuition increases, and/or, in some cases, retrenchment.

#### EXTERNAL ROLES IN FACULTY COLLECTIVE BARGAINING

22. Funding authorities at both the state and local levels have seldom been directly involved in the bargaining process. In the state college case a provision for legislative involvement in financing contracts exists, but the governor has adopted the policy of implementing contracts and committing the state to economic packages prior to

legislative action. Local funding authorities have important control over most discretionary funds available to the community colleges. In many cases, however, the need for their involvement has been minimized by the practice of bargaining within established budgetary limits. Among the state-related universities, the governing board is responsible for seeing that a contract can be and is adequately financed.

23. Involvement by public administrators has been confined primarily to the state college and university case where the state administration bargains directly with the system-wide faculty association. The result of this arrangement has been an increase in the centralization of decision making among the state colleges and university.

24. The State Board of Education and the Board of State College and University Directors (BSCUD) have been minimally involved in faculty collective bargaining. Faculty bargaining has severely limited the governance role of SCUD which was created at approximately the same time as the state college and university faculties unionized.

25. The courts have become involved in faculty bargaining in only a handful of cases. The Pennsylvania Labor Relations Board (PLRB), in contrast, has played an important role in unit determination decisions and in a few major unfair labor practice cases. Formal grievance arbitration has played an important role in enforcing faculty contracts.

26. State and national union organizations have played important roles in the organizing stage of faculty bargaining and in lobbying for

faculty and institutional interests in general. However, with the exception of the state college case, faculty negotiations have usually been conducted with relatively little external union involvement.

**APPENDIX A**

**INSTITUTIONS VISITED  
IN ORDER OF PRESENTATION IN THE TEXT**

## APPENDIX A

## INSTITUTIONS VISITED, IN ORDER OF PRESENTATION IN THE TEXT

STATE COLLEGES AND UNIVERSITY <sup>a</sup>	PUBLIC/PRIVATE	NATURE/STATUS OF BARGAINING AS OF 1-1-76	BARGAINING AGENT AFFILIATION
Bloomsburg	public	formal <sup>b</sup>	NEA/PSEA
California	public	formal	NEA/PSEA
Cheyney	public	formal	NEA/PSEA
Clarion	public	formal	NEA/PSEA
East Stroudsburg	public	formal	NEA/PSEA
Edinboro	public	formal	NEA/PSEA
Indiana University	public	formal	NEA/PSEA
Kutztown	public	formal	NEA/PSEA
Lock Haven	public	formal	NEA/PSEA
Mansfield	public	formal	NEA/PSEA
Millersville	public	formal	NEA/PSEA
Shippensburg	public	formal	NEA/PSEA
Slippery Rock	public	formal	NEA/PSEA
West Chester	public	formal	NEA/PSEA
<b>COMMUNITY COLLEGES</b>			
Bucks County	public	formal	AFT
Butler County	public	informal <sup>c</sup>	independent
Allegheny County	public	formal	AFT
Beaver County	public	formal	NEA/PSEA
Philadelphia	public	formal	AFT
Delaware County	public	formal	AFT
Harrisburg Area	public	limited informal	independent
Lehigh County	public	formal	NEA/PSEA
Luzerne County	public	formal	NEA/PSEA
Montgomery County	public	informal	independent
Northampton County Area	public	informal	independent

## APPENDIX A (CONTINUED)

COMMUNITY COLLEGES (CONTINUED)	PUBLIC/PRIVATE	NATURE/STATUS OF BARGAINING AS OF 1-1-76	BARGAINING AGENT AFFILIATION
Reading Area	public	formal	NEA/PSEA
Westmoreland County	public	formal	NEA/PSEA
Williamsport Area	public	formal	NEA/PSEA
<b>STATE-RELATED UNIVERSITIES</b>			
Lincoln University	public	formal	AAUP
Temple University	public	formal	AAUP
Temple Univ. Law School	public	formal	independent
The University of Pittsburgh	public	unit hearings completed	N/A
The Pennsylvania State University	public	petition submitted	N/A
<b>PRIVATE INSTITUTIONS</b>			
Moore College of Art	private	formal	AFT
Robert Morris College	private	formal	AFT
University of Scranton	private	formal	independent
Kings College	private	rejected	N/A
Philadelphia College of Art	private	rejected	N/A
Point Park College	private	rejected	N/A
Seton Hill College	private	rejected	N/A
Villanova University	private	rejected	N/A
Elizabethtown College	private	informal	independent
Drexel University	private	unionization discussed but no election	N/A

<sup>a</sup>System-wide bargaining arrangement

<sup>b</sup>Certified faculty bargaining agent

<sup>c</sup>The faculty rejected collective bargaining in a runoff election held February 1975.

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